



# COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER  
1 GOVERNMENT CENTER PLACE, SUITE A  
ABINGDON, VIRGINIA 24210

TAMMY STURGILL, CPA,  
DIRECTOR OF BUDGET & FINANCE

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## DEPARTMENT OF BUDGET & FINANCE

August 26, 2024

**RE: Invitation for Bids for Roof Replacement for Hayters Gap Community Center  
and Park Street Building**

To whom it may concern:

The County of Washington, Virginia is currently accepting sealed bids from qualified contractors to provide roof replacement for the Hayters Gap Community Center and the Park Street Building.

**Sealed Bids must be received no later than: 3:00 p.m., September 9, 2024.**

Bids must be made using the bid form provided by the County and directed to **Tammy Sturgill, Director; Department of Budget & Finance; County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210.** Two copies of the completed bid form, references and bid bond must be submitted in a sealed envelope or package marked on the outside with the Contractor's name and address, and clearly marked: "**BID FOR ROOF REPLACEMENT**". No faxed bids or electronic media responses will be accepted. Bids must be signed in ink by an official authorized to bind the Contractor. Bids received after the deadline, postmarks notwithstanding, shall be rejected. The County reserves the right to reject any or all bids.

The Invitation for Bids Packet, containing instructions and specifications, is attached for your use. Questions to clarify the terms of the Invitation should be submitted by email no later than five working days before the due date to [tcopenhaver@washcova.com](mailto:tcopenhaver@washcova.com). The email inquiry should be identified with a subject line of: "**Questions Regarding Roof Replacement**".

Sincerely,

*Tammy Sturgill*

Tammy Sturgill  
Director of Department of Budget & Finance

**Invitation for Bids**  
**Roof Replacement for Hayters Gap Community Center and Park Street Building**

*For posting and/or legal advertisement*

**INVITATION FOR BIDS**  
**ROOF REPLACEMENT FOR HAYTERS GAP COMMUNITY CENTER AND PARK STREET BUILDING**

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors to provide roof replacement for the Hayters Gap Community Center and the Park Street Building. An Invitation for Bids packet containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed bids will be accepted until 3:00 p.m., on Monday, September 9, 2024. Bids must be made using specified bid forms, and may be mailed or delivered to the address above for the Department of Budget & Finance. Bids received after the deadline, postmarks notwithstanding, shall be rejected. The County reserves the right to reject any and all bids.

**Invitation for Bids  
Roof Replacement for Hayters Gap Community Center and Park Street Building**

WASHINGTON COUNTY, VIRGINIA  
GOVERNMENT CENTER BUILDING  
1 GOVERNMENT CENTER PLACE, SUITE A  
ABINGDON, VIRGINIA 24210

**Invitation for Bids  
Roof Replacement for Hayters Gap Community Center  
and  
Park Street Building**

August 26, 2024

**Sealed bids will be received until  
3:00 P.M. ON MONDAY, SEPTEMBER 9, 2024**

BIDS ARE TO BE MAILED OR DELIVERED DIRECTLY TO

**Tammy Sturgill, Director;  
Department of Budget & Finance;  
County Government Center;  
1 Government Center Place, Suite A;  
Abingdon, Virginia 24210**

***Two*** copies of the Bid must be submitted using the specified Bid Form in a sealed package marked on the outside with the Bidder's name and address, and clearly marked:  
***"BID FOR ROOF REPLACEMENT"***.

**Invitation for Bids**  
**Roof Replacement for Hayters Gap Community Center and Park Street Building**

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**Invitation for Bids**  
**Roof Replacement for Hayters Gap Community Center and Park Street Building**

**I. PURPOSE**

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors to provide roof replacement for the following buildings: (1) Hayters Gap Community Center, 7720 Hayters Gap Road, Saltville, Virginia 24370, and (2) Park Street Building, 226 Park Street, Abingdon, Virginia 24210.

**II. INSTRUCTIONS TO BIDDERS: BID SUBMITTAL, QUESTIONS, AND AWARD**

The following terms and conditions shall apply to this procurement.

- A. Submittal of bid. Two copies of the completed bid form and references, using the form provided with this solicitation and bid bond, may be submitted by regular mail delivery (U.S. or private delivery service) or hand-delivered to Tammy Sturgill, Director; Department of Budget & Finance; County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210. The County shall not accept bids by email transmittal.
- B. Deadline for County receipt. Bids must be received by the County no later than: 3:00 p.m. Monday, September 9, 2024 (Due Date). Bids received after the deadline, postmark notwithstanding, shall be rejected.
- C. Form of bid.
  - a. Bid must be made using the form provided with this Solicitation.
  - b. Bid must include references using the form provided with this Solicitation.
  - c. Two copies of the Bid must be submitted in a sealed envelope or package that is clearly marked with the Bidder's name and address and with: "Bid for Roof Replacement".
  - d. Bids must be signed in ink by an official authorized to bind the Bidder.
- D. Bid bond or guarantee. Each bid shall be accompanied by a bid bond or letter of credit in the amount of five percent of the amount of the bid, which shall be made payable to the Treasurer of Washington County. The surety provider must be legally authorized by the Virginia State Corporation Commission to do business in the Commonwealth of Virginia. Such bid surety shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of 30 days following the opening of bids; that is such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bids and purchase order or contract. The bid surety will be returned upon award of contract.

**Invitation for Bids**  
**Roof Replacement for Hayters Gap Community Center and Park Street Building**

- E. Rejection if bid in improper form. Bidder's failure to submit a bid on the bid form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the bid. Modification of or additions to any portion of the bid form 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 as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Bidder withdraw or modify non-responsive portions of a bid that do not affect quality, quantity, price, or delivery.
  
- F. Questions, clarification of terms, and modification. Questions to clarify the terms of this Solicitation shall be submitted by email no later than five working days before the Due Date to [tcopenhaver@washcova.com](mailto:tcopenhaver@washcova.com). The email must identify in the subject line: "Question Regarding Roof Replacement". There shall be no modification of the Solicitation except by written addendum issued by the County. Answers to all questions and any written addendum will be sent by email to all Bidders of whom the County is aware have interest in this Solicitation, posted on the County website, and posted on Virginia's eProcurement Portal ([eVA.virginia.gov](http://eVA.virginia.gov)). Questions to clarify this Solicitation shall not be received or answered by telephone or in-person.
  
- G. Optional pre-bid meeting. Not applicable.
  
- H. Inspection of job site. By submittal of a bid in response to this Solicitation, Bidder certifies that Bidder has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County. **The job site may be viewed during its regular operating hours: Monday through Friday: 8:00 a.m. to 5:00 p.m. for Bidder to inspect and measure job sites.**
  
- I. Period allowed for County acceptance of bid. Any bid submitted in accordance with this solicitation shall be valid for 30 days after the bid submittal deadline. At the end of the 30-day period, 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 cancelled.
  
- J. Interview. Prior to making an award pursuant to this solicitation, the County reserves the right to require Bidder to interview with a County review committee to determine whether Bidder is fully qualified to provide the goods and services as set forth herein. The interview is intended to show that Bidder is fully qualified, that Bidder's services will be provided in a completely satisfactory manner, and that Bidder is competent to meet or exceed the performance specifications. Failure by a Bidder to comply promptly with a request for interview may result

**Invitation for Bids**  
**Roof Replacement for Hayters Gap Community Center and Park Street Building**

in its bid being rejected.

- K. Award. The contract will be awarded to the lowest responsive and responsible bidder(s) that demonstrates the qualifications as required by this solicitation. The County reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to negotiate the bid price as permitted by Virginia Code § 2.2-4318 if the lowest responsive and responsible bid exceeds available funds. The County reserves the right to make multiple awards as a result of this Solicitation. To clarify the term multiple awards for this solicitation, the County may make an award to one bidder for Option One, Roof Replacement for Hayters Gap Community Center and another bidder for Option Two, Roof Replacement for Park Street Building. Failure of Bidder to execute a contract and provide certificate(s) of insurance within 15 calendar days of the date of the approval for awarding of the contract as herein provided will be just and sufficient cause for the denial of the award.
- L. Applicable laws and courts. This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. The Bidder shall comply with all applicable federal, state and local laws, rules and regulations. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).
- M. Ethics in public contracting. By submitting their bid, Bidder certifies that their bid is 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.
- N. Debarment status. By submitting their bid, Bidder certifies that they are not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Bidder further certifies that they are not debarred from filling any order or accepting any resulting order, and that they are not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**Invitation for Bids**  
**Roof Replacement for Hayters Gap Community Center and Park Street Building**

- O. Investigation of qualifications of bidder. Bidder agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Bidder to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. Further, the County 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 fulfill the obligations of the contract.
- P. 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.
- Q. Mandatory Use of County Forms, Terms and Conditions, and County Contract. Unless otherwise specified in the Solicitation, all bids must be submitted on the forms provided by the County. Failure to submit a bid on the County form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Solicitation including the General Terms and Conditions 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 a bid. The Terms and Conditions are mandatory provisions of all Solicitations and all Contracts of the County. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

The Terms and Conditions and Instructions to Bidders and Contractors shall apply to all purchases and be incorporated into and be a part of each Solicitation and every Contract awarded by the County unless otherwise specified by the County in writing. Bidders and Contractors or their authorized representatives are expected to inform themselves fully as to these Terms and Conditions before submitting bids to and/or entering into any Contract with the County. Failure to do so will be at the Bidder's or Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, state, and local laws, policies, resolutions, regulations, rules, limitations and regulations, including the County's procurement policies and procedures, bids on all Solicitations issued by County will bind Bidders, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules, and requirements herein set forth unless otherwise specifically set forth by the County in writing in the Solicitation or Contract. All provisions of the Terms and Conditions are material to any Contract between the County and Contractor.



**Invitation for Bids**  
**Roof Replacement for Hayters Gap Community Center and Park Street Building**

All Contracts shall be in a form prepared by the County and approved by the County Attorney or his/her designee. All County procurements shall use Standard Contract Forms and Terms and Conditions. Any proposals, quotes, and contracts that contain additional terms and conditions, are on non-standard forms, or make changes to the County's standard contract language shall be reviewed by the County Attorney, or his/her designee to determine if the County's Standard Contract and Terms and Conditions requires modification prior to award of the Contract.

## **Attachment 1 – Scope of Work & Specifications**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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The headings included in the Scope of Work & Specifications, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

### **PURPOSE:**

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors to provide roof replacement for the following buildings: (1) Hayters Gap Community Center, 7720 Hayters Gap Road, Saltville, Virginia 24370, and (2) Park Street Building, 226 Park Street, Abingdon, Virginia 24210.

### **QUALIFICATIONS:**

The selected Contractor shall:

1. Provide all labor, supervision, equipment, tools, materials and incidentals necessary for replacement of the roof for the buildings listed in the Specifications;
2. Be properly registered and licensed to perform the work in accordance with the requirements of Title 54.1, Subtitle II, Chapter 11 of the Code of Virginia (1950, as amended) and shall provide proof of such qualification.
3. Obtain all necessary permits and inspections for completion of work;
4. Follow OSHA safety guidelines;
5. Provide the safe and effective execution of the work with minimum disruption to day to day operation;
6. Remove and properly dispose of all demolition debris;
7. Maintain at least the minimum insurance coverage as specified in the general terms and conditions; and
8. Provide updates to the County Project Manager every 30 days in writing preferably by email on the status of the project.

### **SCOPE OF WORK/SPECIFICATIONS**

Applicable to all projects:

1. Time is of the essence. All work performed pursuant to a contract awarded from this Solicitation shall be completed within 180 days after the Effective Date of such contract.
2. On a daily basis during construction, Contractor shall be responsible to clean up construction debris and equipment and leave the area safe for public use of the building and the grounds surrounding the work site. Further, Contractor shall ensure that the building is protected against water intrusion at all times.
3. The Contractor shall provide a minimum two-year labor warranty on all installations.



## **Attachment 1 – Scope of Work & Specifications**

Roof Replacement for Hayters Gap Community Center and Park Street Building

Page 2 of 2

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4. The Contractor shall be responsible for measuring and calculating the exact square footage of the roof for bidding purposes.
5. The Contractor shall ensure that all manufacturer's warranties and similar guarantees are properly extended to the County and that documents evidencing the same are submitted to the County's Project Manager prior to final inspection.

**The Intent of the following specifications is to set forth and convey to prospective bidders the minimum standards and the general style, type, character, and quality of the article desired. Any deviation from these specifications shall be clearly noted along with sufficient information to allow the County to evaluate the exceptions.**

### **Roof Replacement for Hayters Gap Community Center:**

The roof of the Hayters Gap Community Center consists of EPDM membrane roof with ballast and is approximately 24,746 square feet.

The Contractor shall:

- a. Shift existing ballast and redistribute after new roof is installed;
- b. Remove and dispose of existing EPDM membrane;
- c. Install new 1" ISO cover board over existing insulation;
- d. Install new .60 mil non reinforced EPDM membrane-20 year warranty;
- e. Install membrane up and over parapet walls;
- f. Complete all necessary flashing, waterproofing and clean up daily; and
- g. Install new 24Ga. metal coping.

### **Roof Replacement for Park Street Building:**

The roof of the Park Street Building consists of EPDM membrane roof and is approximately 2,100 square feet.

The Contractor shall:

- a. Remove and dispose of existing roof (EPDM membrane) down to the existing insulation;
- b. Install a new 1" ISO recovery board over existing insulation;
- c. Install a .60ml single-ply White heat-welded, TPO roof system according to manufacturer's specifications. Fully Adhered System must have a 20-year Manufacturer's Warranty;
- d. Install membrane up and over parapet walls;
- e. Install new 24Ga. edge metal; and
- f. Complete all necessary flashing, waterproofing, and clean up daily.



**Attachment 2 – PICTURES OF ROOF**

Roof Replacement for Hayters Gap Community Center and Park Street Building

*Page 1 of 1*

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A picture of roof is provided for Hayters Gap Community Center and Park Street Building in Attachment 2.



PROPERTY

**Parcel Information**

Parcel Record Number (PRN) **32416** Town/District **JEFFERSON**  
 Account Name **WASHINGTON CO BOARD OF SUPERVISORS**  
 Account Name2  
 Care Of  
 Address1  
 Address2  
 City, State Zip  
 Business Name  
 Location Address(es) **7720 HAYTERS GAP RD**

**Map Number**

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
<b>021-A-55</b>	<b>021</b>		<b>A</b>		<b>55</b>	

Total Acres **0.0**  
 Deed **DEED-851-331**  
 Additional Deed  
 Will **NONE**  
 Plat **NONE**  
 Additional Plat  
 Route  
 Legal Desc 1 HAYTERS GAP SCHOOL INT RTS 80 & 689  
 Legal Desc 2  
 Zoning CR - CONSERVATION & RECREATION  
 State Class 74 - LOCAL GOVT  
 Topology ROLLING/SLOPING  
 Utilities NONE

**Assessed Values**

Type	Current Value (2024)	Previous Value (2023)
Land	<b>\$105,000</b>	<b>\$105,000</b>
Main Structures	<b>\$841,600</b>	<b>\$841,600</b>
Other Structures	<b>\$277,000</b>	<b>\$277,000</b>
<b>TOTALS</b>	<b>\$1,223,600</b>	<b>\$1,223,600</b>

NOTE: Previous value shows total improvements as Main Structures value.

**Sales History**

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	DEEDBOOK-851-331	1	11/01/1992

**Land Segments**


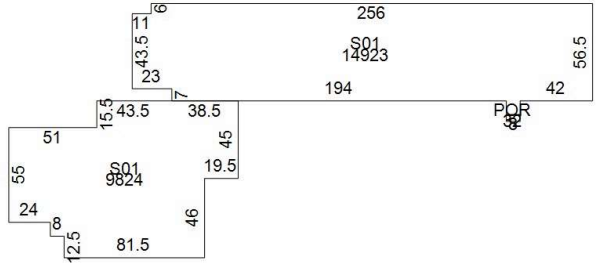
Seg	Description	Size	AdjRate	Value	Water	Sewer
1	HOMESITE	1.00	\$105,000	\$105,000	PUBLIC	PUBLIC

**Land Use**

SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
No data to display					

**Main Structures**

Main Structure 1	Main Structure Value	\$841,600	Rooms	30
	Bedrooms	0	Heated Sq Ft	24,746
	Cost/Heated SqFt	\$33.97	Occupancy	TAX EXEMPT PROPERTY

<p>Main Structure Photo</p> 	<p>Main Structure Sketch</p> 
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Main Structure Attributes

Type	Code	# Of
A/C	NO AIR CONDITIONING	24,746
BASEMENTS	NONE	
CARPORTS	NONE	1
ELECTRIC	ELECTRIC	24,746
EXTFIN	BRICK	24,746
FLOOR	VINYL	24,746
FOUNDATION	CONCRETE	
FUEL	OIL	24,746
GARAGES	DET GARAGE	2
GAS	NO PUBLIC GAS	24,746
HEAT	HOT WATER	24,746
PLUMBING	FULL BATHS	
PLUMBING	HALF BATHS	9
ROOF MATERIAL	TARPAPER/ROLL	24,746
ROOF TYPE	FLAT/SHED	24,746
WALL	DRYWALL	24,746

Main Structure Sections

Sec	% Cmpl	Class	Description	Area	Story Hgt	Yr Built	Eff Yr
1-0	100	S01	HIGH SCHOOL	9,824	1.00	1959	1959
2-0	100	S01	HIGH SCHOOL	14,923	1.00	1959	1959
3-0	100	POR	PORCH	32	1.00	1959	1959

**Other Structures**

Sec	Description	Class	Area	BaseRate	Story Height	YearBlt	Value
1	MISC STRUCTURE	I999	1,560	\$8.00	1.00	0	\$12,480
2	PAVEMENT	I570	1	\$0.00	1.00	0	\$0
3	FENCE-CL	I251	1	\$0.00	1.00	0	\$0
4	GAR-METAL	I298	1,260	\$6.00	1.00	0	\$7,560
5	MISC STRUCTURE	I999	4,200	\$35.00	1.00	0	\$147,000
6	BLD-METAL	I100	4,200	\$25.00	1.00	0	\$105,000
7	MISC STRUCTURE	I999	1	\$0.00	1.00	0	\$5,000

PROPERTY

**Parcel Information**

Parcel Record Number (PRN) **30703** Town/District **TOWN OF ABINGDON**

Account Name **WASHINGTON CO BOARD OF SUPERVISORS**

Account Name2

Care Of

Address1 **216 1/2 PARK ST**

Address2

City, State Zip **ABINGDON, VA 24210**

Business Name

Location Address(es) **228 PARK ST**

**Map Number**

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
<b>013-1-134</b>	<b>013</b>		<b>1</b>		<b>134</b>	

Total Acres **0.31**

Deed **DEED-0972-2**

Additional Deed

Will **NONE**

Plat **NONE**

Additional Plat

Route

Legal Desc 1 WASH CO SERVICE AUTH ACR .311

Legal Desc 2

Zoning ABINGDON

State Class 74 - LOCAL GOVT

Topology LEVEL

Utilities NONE

**Assessed Values**

Type	Current Value (2024)	Previous Value (2023)
Land	<b>\$81,000</b>	<b>\$81,000</b>
Main Structures	<b>\$53,900</b>	<b>\$53,900</b>
Other Structures	<b>\$6,000</b>	<b>\$6,000</b>
<b>TOTALS</b>	<b>\$140,900</b>	<b>\$140,900</b>

NOTE: Previous value shows total improvements as Main Structures value.

**Sales History**

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	DEEDBOOK-0972-2	1	04/29/1997

**Land Segments**

Seg	Description	Size	AdjRate	Value	Water	Sewer
1	COMMERCIAL FRONTAGE	13,504.00	\$6	\$81,024	PUBLIC	PUBLIC

**Land Use**



SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
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No data to display

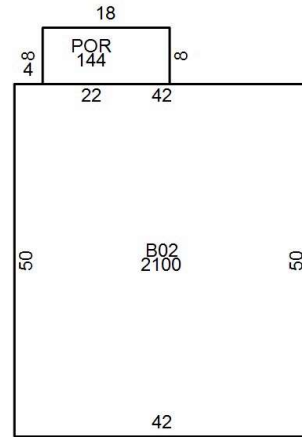
### Main Structures

Main Structure 1	Main Structure Value	\$53,900	Rooms	0
	Bedrooms	0	Heated Sq Ft	2,100
	Cost/Heated SqFt	\$24.03	Occupancy	TAX EXEMPT PROPERTY

Main Structure Photo



Main Structure Sketch



### Main Structure Attributes

Type	Code	# Of
A/C	NO AIR CONDITIONING	2,100
BASEMENTS	NONE	
CARPORTS	NONE	1
ELECTRIC	ELECTRIC	2,100
EXTFIN	CINDERBLOCK	2,100
FLOOR	CONCRETE	2,100
FOUNDATION	CONCRETE	
FUEL	GAS	2,100
GARAGES	NONE	1
GAS	PUBLIC GAS	2,100
HEAT	SPACE HEAT	2,100
PLUMBING	FULL BATHS	
PLUMBING	HALF BATHS	
ROOF MATERIAL	TARPAPER/ROLL	2,100
ROOF TYPE	FLAT/SHED	2,100
WALL	DRYWALL	2,100

### Main Structure Sections

Sec	% Cmpl	Class	Description	Area	Story Hgt	Yr Built	Eff Yr
1-0	100	B02	OFF BLDG-CINDERBLOCK	2,100	1.00	1964	1964
2-0	100	POR	PORCH	144	1.00	1964	1964

**Other Structures**

Sec	Description	Class	Area	BaseRate	Story Height	YearBlt	Value
1	SHED-EQ	I730	1	\$0.00	1.00	0	\$4,000
2	PAVEMENT	I570	1	\$0.00	1.00	0	\$2,000

### **Attachment 3 – SPECIAL TERMS AND CONDITIONS**

Roof Replacement for Hayters Gap Community Center and Park Street Building

Page 1 of 2

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The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

#### Special Terms & Conditions

- A. Performance Bond and Payment Bond. A performance security instrument (bond or letter of credit) in the amount of 100 percent of the total bid price for materials and installation may be required of the Contractor prior to providing goods/services. The form of instrument to be provided as surety must be approved by the County. Failure to execute a contract and file an acceptable performance security and certificate of insurance within 15 days of the date of the approval for awarding of the contract as herein provided, will be just and sufficient cause for the denial of the award. The performance bond will be released upon County's written acceptance after final inspection and determination that the project was completed in compliance with contract specifications.
  
- B. Warranty. Materials and labor furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and services, and the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation, any contract awarded pursuant to this solicitation, and all rights and remedies permitted under applicable law. Notwithstanding the foregoing, the warranty shall be no less than the minimum specifications stated in this Contract.
  
- C. Contractor's Title to Materials. Contractor shall not purchase any materials or supplies for the work to be performed pursuant to this Contract subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party.
  
- D. Liquidated Damages. Work shall begin after receipt of purchase order or contract and all work shall be completed within 180 calendar days from Effective Date of the contract. It is hereby understood and agreed by the Contractor that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$200 per calendar day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by an act, negligence, or default on the part of the County, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), the Contractor may submit to the County a written request for extension, which shall include a statement of the justifications for such request. The County may, at its sole discretion, provide written authorization for a reasonable extension of time.



**Attachment 3 – SPECIAL TERMS AND CONDITIONS**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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E. Subcontractors.

a. Contractor shall:

1. Pay its subcontractor(s) within seven (7) days of 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. Notify the County and the subcontractor(s), in writing, of Contractor's intention to withhold payment and the reason for such withholding.

- b. Contractor shall 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 Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (a)(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.



## **Attachment 4 – GENERAL TERMS AND CONDITIONS**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

### **General Terms and Conditions**

#### Payment

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

#### Tax exemptions

3. Tax exemption. The County is exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase. The County reserves the option to enter into "direct purchase" agreements for purchase of all or a portion of tangible personal property necessary for the completion of construction projects undertaken for the benefit of the County and thereby to save the amount of sales tax thereon by virtue of the County's status as a tax-exempt political subdivision of the Commonwealth, exempt from sales and use taxation pursuant to Virginia Code §§ 58.1-609(4) and -610(B).

#### Contractor Qualifications & Performance

5. Contractor licensure. If Contractor provides removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the Contractor, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Contract. It is the Contractor's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. Contractor shall provide a copy of such license upon the County's request.
6. Independent contractor. The selected contractor is an independent contractor and shall not be deemed the agent of the County of Washington for any purpose whatsoever. No contractor's employee or sub-contractor shall hold himself out as an employee of the County of Washington and none shall have power or authority to bind or obligate the County of Washington in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such contractor for the duration of this contract. The County of Washington shall in no manner be held liable for the Contractor's disregard for required work related regulations.



## **Attachment 4 – GENERAL TERMS AND CONDITIONS**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
8. Contract performance. Contractor shall perform all work pursuant to this Contract in accordance with manufacturers' instructions, industry standards, and in a workmanlike manner.
9. Asbestos. Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presences of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the County and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
10. Repair of damage. 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.
11. Final Inspection. Upon completion of all contract requirements, Contractor shall demonstrate to the County Project Manager that the project is fully operational and in compliance with contract specifications. The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to County's acceptance of the work. Alternatively, at the County's sole discretion, the County may direct in writing that the County does not require replacement or correction, and an equitable adjustment to the contract price may be negotiated.
12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the County or its authorized agent, whichever is sooner.
13. Indemnification. The Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.
14. Insurance requirement. Contractor shall maintain insurance to meet the minimum requirements specified below, including contractual liability as stated in these General Terms and Conditions. Within 15 calendar days of award of the contract, Contractor shall deliver to the County a Certificate of Insurance from carriers acceptable to the County specifying such limits. The Certificate shall show the County of Washington named as an additional insured for the Comprehensive General Liability. In addition, Contractor or its insurer shall give the County 30 days advance notice of its decision to



**Attachment 4 – GENERAL TERMS AND CONDITIONS**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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cancel coverage, which shall be grounds for County termination of contract. Liability Insurance Coverage requirements:

1. Worker’s Compensation and Employer’s Liability  
Coverage A - Statutory Requirements  
Coverage B - \$100,000 Per Occurrence  
Coverage C - \$100,000/\$100,000 Accident and/or Disease  
All States Endorsement
  
2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage Limits of Liability  
Combined Single Limit \$1,000,000
  
3. Comprehensive General Liability Limits of Liability:  
Per Occurrence \$1,000,000  
In Aggregate \$2,000,000

Including:

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury and Advertising Injury
- D. Bodily Injury and Broad Form Property Damage

15. Insurance discretion of County. If the insurance coverage and limits stated herein cannot be provided, the County Director of Department of Budget and Finance, in such Director’s sole discretion, may approve such other insurance coverage or limits that the County Director of Department of Budget and Finance deems acceptable.

County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County or Authority. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit Washington County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in this contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.



## Attachment 4 – GENERAL TERMS AND CONDITIONS

Roof Replacement for Hayters Gap Community Center and Park Street Building

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### Contract

17. Non-waiver of rights. No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by the County to act on or to assert any right hereunder does not constitute a waiver of such right.
18. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.
19. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.
20. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the contract shall require a written modification of the contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the Project Manager as specified in the Contract and the County Administrator. The County shall not pay any additional expense incurred by Contractor based on an oral-only change agreement. The Change Order shall become effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.
21. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.
22. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation or litigation.
23. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.





## Attachment 4 – GENERAL TERMS AND CONDITIONS

Roof Replacement for Hayters Gap Community Center and Park Street Building

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24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.

### Disputes, failure to perform, termination

27. Failure to deliver. 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 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.
28. Termination of contract:
  - a. County or Contractor may terminate this Contract for convenience upon giving the other party thirty (30) calendar days prior written notice. County shall within thirty (30) calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
  - b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor ten (10) calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said ten (10) days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County may immediately terminate the contract for cause by giving written notice to the Contractor.
  - c. Written notice of termination, whether initial or given after a period of postponement, may be served upon the contractor by U.S. mail or any other means at Contractor's last known place 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) business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
29. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable



## Attachment 4 – GENERAL TERMS AND CONDITIONS

Roof Replacement for Hayters Gap Community Center and Park Street Building

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requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.

30. Termination for bankruptcy or acquisition by third party. The County may terminate the Contract if Contractor files for bankruptcy protection or is acquired by an independent third party. Contractor must disclose to the County any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes the County to immediately terminate the Contract.
31. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon written notice to Contractor. Additionally, in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.

### Compliance with laws

32. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
33. Drug-free workplace.
  - a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
  - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.
34. Federal laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act. 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.

In every contract over \$10,000.00, the contractor agrees as follows:



#### **Attachment 4 – GENERAL TERMS AND CONDITIONS**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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. Contractor shall 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 the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- e. The requirements of this section are a material part of the contract. If the contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from contracting regardless of whether the specific contract is terminated.



**Attachment 5 – BID FORM**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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**ALL BIDS MUST BE SUBMITTED ON THIS BID FORM.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this bid; that this is made without connection with any other person or company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

Bidder further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the submittal of the bid; that they have satisfied themselves relative to the materials and service to be provided.

Bidder agrees, if this bid is accepted, to furnish all necessary materials and services in accordance with this bid necessary to complete the Contract in full and complete accordance with the shown, noted, described and reasonably implied requirements of the Invitation for Bid attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Invitation for Bid and any contract that may result from such submitted Bid. The statement on this cover sheet shall apply to each element of each bid submitted to the County.

AGREED, \_\_\_\_\_  
(Signature of Authorized Person)

Signatory's Name (Printed): \_\_\_\_\_

BIDDER'S NAME (Business Entity): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

VA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER, IF ANY: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_



**Attachment 5 – BID FORM**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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**OPTION ONE**

Goods and Services being procured: **Roof Replacement for Hayters Gap Community Center**

**ALL BIDS MUST BE SUBMITTED ON THIS FORM.** Bids will only be accepted where pricing is submitted on this Bid form. Vendor quotations and other supporting documentation can be included with the bid, but bids may be rejected if pricing is not included on this Bid form. The County reserves the right to reject any and all bids. The County reserves the right to make multiple awards as a result of this solicitation.

**For all options for which a bid is made, bid shall include the cost of labor and materials to complete work in accordance with Specifications. Vendor may bid on any or all the options.**

**BID PRICE FOR ROOF REPLACEMENT FOR HAYTERS GAP COMMUNITY CENTER:**

Bid Price for Roof Replacement for Hayters Gap Community Center	\$
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**Deviations**

List, describe, and explain any deviations or exceptions to the specifications and requirements of this solicitation to bid:

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Availability Date to Begin Work: \_\_\_\_\_

By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified. Furthermore, the contractor shall maintain the required license throughout the term of the contract. The contractor shall immediately notify the County in writing in the event the license has been revoked.

Contractor Name: \_\_\_\_\_

State of License & License # \_\_\_\_\_ Type \_\_\_\_\_

Person who prepared bid:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment 5 – BID FORM**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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**OPTION TWO**

Good and Services being procured: **Roof Replacement for Park Street Building**

**ALL BIDS MUST BE SUBMITTED ON THIS FORM.** Bids will only be accepted where pricing is submitted on this Bid form. Vendor quotations and other supporting documentation can be included with the bid, but bids may be rejected if pricing is not included on this Bid form. The County reserves the right to reject any and all bids. The County reserves the right to make multiple awards as a result of this solicitation.

**For all options for which a bid is made, bid shall include the cost of labor and materials to complete work in accordance with Specifications. Vendor may bid on any or all the options.**

**BID PRICE FOR ROOF REPLACEMENT FOR PARK STREET BUILDING:**

Bid Price for Roof Replacement for Park Street Building	\$
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**Deviations**

List, describe, and explain any deviations or exceptions to the specifications and requirements of this solicitation to bid:

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Availability Date to Begin Work: \_\_\_\_\_

By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified. Furthermore, the contractor shall maintain the required license throughout the term of the contract. The contractor shall immediately notify the County in writing in the event the license has been revoked.

Contractor Name: \_\_\_\_\_

State of License & License # \_\_\_\_\_ Type \_\_\_\_\_

Person who prepared bid:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment 6 – REFERENCES**

Roof Replacement for Hayters Gap Community Center and Park Street Building

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Bidder shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

1. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_

2. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_

3. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_

This form is required to be submitted to be considered a Qualified Bidder for this solicitation.

