Wythe County
Apex Barn
Restrooms

Wythe County – Apex Barn Restrooms

BID FORM

1.01 This Bid is submitted to:

WYTHE COUNTY
ATTN: STEPHEN D. BEAR, COUNTY ADMINISTRATOR
340 SOUTH SIXTH STREET
WYTHEVILLE, VA 24382

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree in writing upon request of Owner.

BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No. Addendum, Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work and including all American Iron and Steel requirements.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of
construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): Plans and Specifications Provided

TOTAL BASE BID PRICE

§

(USE WORDS) (USE NUMBERS)

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2)
Wythe County  
Apex Barn  
Restrooms

estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TIME OF COMPLETION
6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within 90 calendar days of the notice to proceed.

6.02 Bidder accepts the provisions as to liquidated damages: If the restrooms and wash bays are not substantially complete within the 120 calendar days of the notice to proceed, the contractor shall be penalized at a rate of $250 per day until substantial completion is achieved as decided by the engineer.

ATTACHMENTS TO THIS BID
7.01 The following documents are submitted with and made a condition of this Bid:
A. List of Proposed Subcontractors;
B. List of Proposed Suppliers;
C. List of Project References;
D. Contractor’s License No.: ____________[or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids:
e. A Bid Bond will be required at the time of the bid.
f. A Performance Bond in the dollar amount of the bid will be required by the successful bidder before the project can be awarded.

BID SUBMITTAL
BIDDER:
By: ________________________________
Signature ________________________________

Printed name ________________________________
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
Signature ________________________________

Printed name ________________________________

Title: ________________________________

Submittal Date: ________________________________

Address for giving notices: ________________________________

Telephone Number: ________________________________

Contact Name and e-mail address: ________________________________
ADOPTION AGREEMENT

Wythe County, for this project, the Appalachian Regional Exposition Center (APEX) Utility Barn Restrooms, located in Wythe County, has adopted the use of the Commonwealth of Virginia, General Conditions of the Construction Contract, in their entirety, unless otherwise specified in the Supplemental General Conditions. They are part of the Contract Documents. References to Agencies and State personnel may not apply and Owner personnel may fill these positions if applicable to this project.
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 7.15 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.vvw.virginia.gov under "Vendors Manual" on the vendors tab.

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 in the courts of the Commonwealth. The agency 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 proposals, offerors certify to the Commonwealth 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 (VPVA). 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).

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 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 its proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), 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.
ATTACHMENT A
General Terms and Conditions

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: The successful Offeror, by submitting its proposal and entering into a written contract with the Commonwealth of Virginia, certifies that the Offeror does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals 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. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

H. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications/Statement of Work or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation before the due date specified on the RFP. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. 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, DEBARMMENT STATUS, ANTITRUST, MANDATORY USE OF STATE 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.

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

K. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

L. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror 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 or Offeror further certifies that the contractor and any subcontractors will maintain these 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:
ATTACHMENT A
General Terms and Conditions

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 Commonwealth 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 and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)</td>
<td>$2,150,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
</tr>
</tbody>
</table>

M. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicize post such notice on the DGS/DPS eVA.VBO (www.eva.virginia.gov) for a minimum of 10 days.

N. NONDISCRIMINATION OF CONTRACTORS: A bidder, Offeror, 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 Offeror 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.

O. SET-ASIDES: This solicitation is set-aside for VASBSO-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. VASBSO-certified small businesses are
ATTACHMENT A  
General Terms and Conditions

those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude VASBSD-certified women-owned and minority-owned businesses when they have received the VASBSD small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by VASBSD on the due date for receipt of bids/proposals.

P. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

<table>
<thead>
<tr>
<th>From: Bidder/Offeror</th>
<th>Name of</th>
<th>Date Due</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street or Box Number</td>
<td>IFB No./RFP No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>IFB/RFP Title</td>
<td></td>
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</tr>
</tbody>
</table>

VASBSD-certified Small Business No. ________________________________________________

Name of Contract/Purchase Officer or Buyer _________________________________________
Applicable Codes
Building Code VUSBC 2015

Design Criteria
Basic Wind Speed (3 second gust): 115 mph
Floor Live Load 100 psf
Ground snow load 30 psf
Seismic Importance Factor 1
Seismic Site Class: D
Seismic Design Category: E
Minimum Soil Bearing Capacity: 1500 PSI

Building Data
User Group: Utility & Misc
Construction Type 11B
Sprinklers: NO
Standpipes: NO
Fire District: Wytheville
Number of stories: 1
Gross Building Area: 1050 SF

Number of Exits
Exits Provided 2
Travel Distance: 35 feet max.
Exit Width: 3 feet

Life Safety System Requirements
Exit Signs: Yes – Glow in the Dark (photoluminous) Above Exit Doors
Two Battery Backup Exit/Emergency Light Combo.

Fire Alarm: YES tie into existing barn system.
Emergency Lighting: Panic hardware: Yes

Electrical Notes:
1. One Electrical Sub Panel Fed from Barn Panel
2. 100 amp
3. Copper Bus
4. 10 space
5. 100 Amp Main Breaker
6. Full Length Neutral bars, both sides.
7. Accepts GFI breakers
8. GE A series II
9. Bolt in breakers

Existing Wythe County Erosion and Sediment Control Permit

Existing Stormwater Permit
VAR 101522
All Doors: 3x7 Door Type
16 gauge Sargent Hardware ADA
Lockable, Closer's on All.
Kick Down Stops on bottom of all
doors.

All Lights are 2’x2’ Lithonia
"FLAT" flush-mount or equal.

Combo Exit and
Emerg Light w/Bat
Backup Typ of 2

Men’s Room

Restroom Plan View
Not To Scale
Utility Barn Restroom Sections

Important Notes:
- Structural steel or precast concrete to support in ceiling.
- Steel support and drilling for stud by others. Steel available from Hadrian but not installed by others.

Refer to final drawings for wood blocking information. Wood blocking is critical to ensure a tight installation.

Hadrian supplied ceiling stud MUST be used to create a secure installation.

Maximum recommended floor to ceiling distance: 31.75" (81 cm)

Hadrian Partitions orEqual Submission Shop Drawings and Cut Sheets for approval.

Hadrian Manufacturing Inc.
Hadrian Inc.,
www.hadrian-inc.com

Date 10-5-2020

Sheet 3