

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
JULY 2, 2009**



INVITATION FOR BID #09-9897

**OFFICE AND MAINTENANCE SHOP FIRE DAMAGE
RESTORATION AT DANIEL PARK**

DUE: 2:30 PM, July 30, 2009

*Invitation For Bid Prepared By
Cathy M. Lantz, CPPB
Senior Contract Officer
Purchasing Department*

www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (Code of Virginia 2.2-4330)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia 2.2-4330*)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, 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. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor in accordance with the "Send Invoice To" address shown on the purchase order. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
10. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
11. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.
13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.

16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.
17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
- a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
 - e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
 - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.

- h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **ADDENDA:** Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp. Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
29. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
30. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.
31. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:

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 the requirements of this section.
2. The Contractor shall 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.
32. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
33. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
34. **REQUIREMENTS CONTRACTS:**
 - a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
 - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
 - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
 - d. The County may award a bid to a single contractor or to multiple contractors.
 - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
 - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
 - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
 - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
 - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
 - j. The County has the right to extend this contract up to and not to exceed one hundred eighty (180) days following the last term of renewal.

35. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. 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
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order 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 in accordance with this chapter, 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.

36. ENVIRONMENTAL MANAGEMENT: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.

37. SECTION 2.2-4343.1 CODE OF VIRGINIA: Chesterfield County does not discriminate against faith-based organizations.

38. COOPERATIVE PROCUREMENT (Use of contracts by other public bodies): This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *CODE OF VIRGINIA*. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield Contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

39. CONTRACTOR BACKGROUND CHECKS: In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.

40. SENSITIVE INFORMATION HANDLING: Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield

County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/county Information Security Manager and Chief Information Officer or designees.

41. **PRECEDENCE OF TERMS AND CONDITIONS:** Any and all Special Terms and Conditions contained in this Invitation for Bid that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.
42. **VENDOR REWARDS/GIFT PROGRAMS:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
43. **SECTION 2.2-4311.1 CODE OF VIRGINIA – ILLEGAL IMMIGRANTS:** The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Revised: March 20, 2009

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0001
(804) 748-1617

IFB Prepared By:

**Cathy M. Lantz, CPPB
Senior Contract Officer**

Invitation for Bid Number:

09-9897

July 2, 2009

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **2:30 p.m.** Local Time Prevailing, **July 30, 2009**, and then publicly opened and read aloud for **furnishing all labor, equipment and materials necessary for the Office and Maintenance Shop at Daniel Park to include, but not limited to, rebuilding of structure due to fire damage and other renovation improvements to restore structure to original condition for the Chesterfield County Parks and Recreation Department.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #09-9897 and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at
www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS:

Women-Owned Business (WOB) - a business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens. (*Code of Virginia 2.2-1401*)

Minority-Owned Business (MOB) – a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-1401*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

DEFINITIONS

1. **ADDENDUM or ADDENDA** – Shall mean the additional contract provisions in writing by the County prior to the receipt of bids.
2. **BID** - The proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
3. **BIDDER** - An individual, firm, partnership or corporation qualified in accordance with the Virginia Public Procurement Act, and approved by the County, that submits a Bid for the Work, either directly or through a duly authorized representative.
4. **BID DOCUMENTS** - All Contract Documents that the County or Engineer provides to potential Bidders before the time established for the submission of Bids.
5. **BID SECURITY** - The bond, with corporate surety, supplied by a Bidder to the County, and in all respects satisfactory to the County's Attorney, that guarantees the Bidder's compliance with the Contract Documents. A certified check or cashiers check payable to the County, delivered with the Bid, may also constitute a Bid Bond.
6. **CHANGE ORDER** - An amendment or modification to the Contract properly executed by authorized representatives of the County and the Contractor on the form provided in the Contract Documents.
7. **COMPLETION OF THE WORK** - The event that occurs when (1) the Work has been completed, successfully tested and approved in accordance with the Contract Documents, (2) all submittals required by the Contract Documents (including Operation and Maintenance manuals) have been made, and (3) all Punch List items and restoration Work required by the Contract Documents has been completed.
8. **CONSULTANT** – Shall mean a representative designated by the County as consultant for the project, to act as such and designated to be in charge of the work, acting directly through duly authorized representatives of the County.
9. **CONTRACT BONDS** - The Performance Bond and Labor and Material Payment Bond executed by the Contractor, with corporate surety and otherwise acceptable in all respects to the County's Attorney.
10. **CONTRACT DOCUMENTS** - The Notice to Bidders, Advertisement, General Terms, Conditions and Instructions, Definitions, Pricing Schedule, Bid Bond, Bond Requirements, Contract, Special Conditions, Supplementary General Conditions, Insurance Provisions (including Instructions Regarding Insurance Certificates), Labor and material payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Escrow Agreement (when used), Change Orders, Drawings, Specifications and Addenda, Special Provisions and any other document incorporated by reference into one of these documents.
11. **CONTRACT PRICE** - The amount of money which the County and the Contractor have agreed that the County will pay to the Contractor for performing and completing the Work.
12. **CONTRACTOR** - The party who has contracted to perform and complete the Work.
13. **ENGINEER** - The Consulting Engineer who has been designated by the County as Engineer for the project, and the Engineer's authorized agents, inspectors or representatives.
14. **EXTRA WORK** – Shall mean work other than that required, either expressed or implied, by the Contract in its present form.
15. **FINAL ACCEPTANCE** - The event that occurs when the Engineer issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the County and/or Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.
16. **FINAL INSPECTION** - The inspection conducted by the County or Engineer to determine what items of the

Work must be completed by the Contractor in order for Completion of the Work to occur. After the Final Inspection is conducted, the County or Engineer shall provide the Contractor with a Punch List that the Contractor must complete in order for Completion of the Work to occur. The County may perform the Final Inspection instead of, or together with, the Engineer.

17. **FINAL PAYMENT** - Payment by the County to the Contractor after Completion of the Work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the Work.
18. **INSPECTOR** - The person appointed by the County to carry out instructions given by the County and to inspect the Work performed and the materials supplied by the Contractor.
19. **COUNTY** - Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, and its duly authorized officials, agents and employees.
20. **PLANS** - All drawings or reproductions of drawings that depict or relate to the Work. A pictorial representation of the Work or some portion of the Work, showing design, location and dimensions.
21. **PUNCH LIST** - The list provided to the Contractor by the Engineer or County after Final Inspection that includes all items that the Contractor must complete in order for Completion of the Work to occur.
22. **SITE** - Shall mean the area upon, or in which, the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.
23. **SPECIFICATIONS** - The directions, provisions and requirements contained in the Contract Documents relating to the method or manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract Documents.
24. **SUBCONTRACTOR** - Any individual, firm or corporations having a direct contract with the Contractor for the performance of any part of the Work.
25. **SURETY** - Shall mean any person, firm, or corporation that has executed as surety, the Contractor's performance bond securing the performance of this Contract.
26. **TIME OF COMPLETION** - The time agreed upon by the County and the Contractor in the Contract by which the Contractor is required to accomplish Completion of the Work, plus any extensions of time granted to the Contractor by the County pursuant to the Contract Documents.
27. **THE WORK** - The whole and any part of the construction, labor, materials, equipment, incidentals or services necessary for the Contractor to achieve Completion of the Work as required by the Contract Documents.

PURPOSE

The purpose of this Invitation for Bid (IFB) is to solicit bids for furnishing all labor, equipment and materials necessary for the Office and Maintenance Shop at Daniel Park to include, but not limited to, rebuilding of structure due to fire damage and other renovation improvements to restore structure to original condition for the Chesterfield County Parks and Recreation Department.

SITE VISIT

Bidders may visit the site at Daniel Park on one of the following dates and times.

July 14, 2009 from 9:00 a.m. until 11:30 a.m.

July 15, 2009 from 9:00 a.m. until 11.30 a.m.

July 16, 2009 from 9:00 a.m. until 11:30 a.m.

The inside of the building will not be available for inspection except during the dates and times stated above. The exterior of the building may be inspected during the park's normal operating hours.

SPECIAL TERMS AND CONDITIONS

Inquiries

Any questions which may arise as a result of this solicitation may be addressed to Cathy M. Lantz, CPPB, Senior Contract Officer, at (804) 748-1701, or by email to purchasing@chesterfield.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a bidder/offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

Responsibility of Bidder

The bidder should carefully and thoroughly examine the job site and conditions, the quality of materials and workmanship required for the work, and review the General Terms and Conditions, Special Conditions, Technical Specifications, and Drawings (if applicable) before submitting a bid. Claims, as a result of failure to inspect the job site and all Invitation for Bid documents, will not be considered by the County.

Licenses, Permits and Fees

All bids submitted shall have included in the price the cost of any licenses, permits or fees required by Chesterfield County or the Commonwealth of Virginia.

Environmental Management System Procedures

Contractors shall include in submitted pricing any costs associated with activities to ensure environmental compliance and minimize environmental impacts per Chesterfield County Environmental Management System requirements.

Contractors shall complete the Contractor Environmental Activity Statement and return with the bid.

The following documents are included in this solicitation:

- a. Contractor Environmental Checklist (*completed by County Project Manager*)
- b. Contractor Environmental Guidelines
- c. Contractor Environmental Activity Statement (**to be completed by bidder and returned with bid**)

For questions or additional information regarding the above requirements, contact Mr. Jeff Howard with the Chesterfield County, Virginia Office of Environmental Management at (804) 717-6531.

Guarantee

All materials and workmanship shall be guaranteed for a period of twelve (12) months after final payment is made by the County and repairs necessary shall be made by the contractor at his expense.

Bonds

Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to: TREASURER, CHESTERFIELD COUNTY, in an amount equal to five (5) percent of the total bid price.

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, with a corporate surety authorized to do business in the State of Virginia and otherwise acceptable in all respects to the County's Attorney will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the County may, at its option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the County.

Location

Daniel Park
6600 White Pine Road
Chesterfield, VA 23832

Access to County Property

Access to the County's property shall be coordinated between Stuart Connock, Jr., Chief of Parks Design and Construction at (804) 314-7815 and the Contractor.

Drawings

NOTE: "The drawings are downloadable"

The drawings are being provided electronically for bidders' convenience, but the copies of the signed and dated documents are considered the bidding and working drawings/documents.

The drawings, prepared by Austin Brockenbrough & Associates, L.L.P, consists of 7 pages. Drawings may be obtained by contacting the County Purchasing Department at (804) 748-1617, by e-mail at purchasing@chesterfield.gov or by fax at (804) 717-6378.

Bidders may obtain drawings at no charge with a limit of two (2) sets per bidder will be allowed.

Bidders shall be responsible for any mailing/shipping charges incurred with the distribution of the drawings

and/or bid documents. Bidders shall be required to furnish their UPS or Fed-X account number, as applicable. Drawings and/or bid documents may be picked up from the Purchasing Department and no mailing/shipping cost will be incurred.

Bidders shall ensure that the drawings and bid documents that they download are printed properly, and that the print matches the image on the screen prior to using them for bidding or distributing the drawings to sub-contractors.

NOTICE: The Drawings are protected by the common copyright laws of the United States of America. Permission to copy or reproduce these documents in any way or any form whatsoever is not granted without the express written permission of the County/Architect.

Insurance

A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County as additional insured.**

Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the County, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

For projects with a construction cost of less than \$50,000, Builder's Risk coverage for the full project value shall be paid for and provided by the Contractor and be subject to approval by the Office of Risk Management. This coverage shall be provided by a company with an A.M. Best rating of no less than B+. The County shall be named as an additional insured.

For projects with a construction cost of more than \$50,000, the Builder's Risk coverage will be provided by the County, however, the Contractor shall be responsible for the first \$10,000 of any claim. The County's Builder's Risk coverage is \$50,000 self insured retention.

PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.

Instructions Regarding Insurance Certificates

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

**Chesterfield County is additional insured or that
Chesterfield County is additional insured with respects to General Liability;
and/or Umbrella Liability policies.**

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

3. The Certificate Holder should be listed as:
Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB #09-9897

4. Certificate of Insurance must be signed.

SUPPLEMENTARY GENERAL CONDITIONS

1. QUALIFICATIONS OF BIDDERS

The County may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2. SUBMITTALS

If requested, the Bidder shall submit the following information to the County within seven days of notification of selection for the award of a Contract for the Work:

- a. a designation of the Work to be performed by the Bidder with his own forces;
- b. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work;
- c. a list of names of the Subcontractors or other persons or entities proposed for the principal portions of the Work.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable objection to any such proposed person or entity. If the County has reasonable objection to any such proposed person or entity, the Bidder may submit an acceptable substitute person or entity.

The County may, at his discretion, accept the substitution, or he may disqualify the Bidder. In the event of disqualification under this Sub-paragraph, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom the County has made no reasonable objection under the provisions of Sub-paragraph (c) must be used on the Work for which they were proposed and shall not be changed except with the written consent of the County.

3. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference to include representatives of the County, the Engineer (if applicable), and the Contractor shall be mandatory prior to start of construction unless waived by the County. Pre-construction conference shall be scheduled at least three (3) days prior to start of construction.

4. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the County for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

5. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the Work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in as good condition after completion of the work as it was before operations began.

Debris shall be disposed of by the end of "every" working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the Work, the Contractor shall remove all his waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials.

6. MATERIALS AND WORKMANSHIP

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The County reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the County may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the County in making these tests.

7. NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the County. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the County.

8. INTERPRETATION OF CONTRACT DOCUMENTS

In case of discrepancy between or among Contract Documents, the County shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

The Contractor shall verify all figures on the Plans and will be responsible for the proper coordination of all dimensions as well as the different parts of the Work.

9. OTHER PLANS AND WORKING DRAWINGS (SHOP DRAWINGS)

Such information as is necessary to give a comprehensive idea of the construction contemplated, are shown on the Plans. Contractor shall submit to the County for his approval such additional detailed shop or working drawings as may be required for the construction of any part of the work. Pending the approval of such drawings, any work done or materials ordered shall be at the risk of the Contractor.

10. DISCREPANCIES

The Contractor shall immediately report to the County, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The County shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

11. FINAL INSPECTION

At time of final inspection, the Contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with the specifications. The County or Engineer shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.

12. PAYMENT

If the Contractor performs, properly, all of the obligations of the Contract Documents, the County shall pay the Contractor for the performance of the Work in the manner and within the time specified in the Contract Documents.

13. MONTHLY ESTIMATES AND RETAINAGE

On the 20th day of each month, or at any other regular time agreed upon by the County and Contractor, the Contractor shall prepare and submit to the County a monthly estimate for Partial Payment. The monthly estimate shall cover items of work for which the Contractor is entitled to be paid since the last previous monthly estimate was submitted, including (1) the value of the Work done, (2) major items of equipment or materials delivered to the site of the project to be installed by the Contractor, as substantiated by submitted invoices and as approved by the inspector, and (3) materials incorporated into the Work.

The County shall pay to the Contractor all sums due under the monthly estimate less five percent (5%) retainage on or before the 15th day of the month following the submission of the monthly estimate, unless the County asserts a right to withhold some or all of the payment under the provisions of the Contract Documents.

The Contractor will be paid for materials delivered to and stored on the job site. Payment will be for actual cost of materials as evidenced by receipted invoices, less five percent (5%) retainage. The contractor shall make a separate accounting of these materials and shall submit an accounting of them, with four (4) copies, along with the monthly estimate for partial payment.

14. PARTIAL PAYMENT NO WAIVER OF RIGHTS

Partial payments made under this Contract by the County are not evidence of the proper performance by the Contractor either in whole or in part, and no payment made by the County shall be construed to be an acceptance of defective or improper work. No act of the County or the Engineer or the representative of either of them in superintending or directing the Work, no failure to disapprove or reject any material used in the Work, and no extension of time for the completion of the Work shall be construed as acceptance of the Work either in whole or in part. Acceptance of the work by the County shall occur only upon Final Payment by the County.

15. TERMINATION FOR BREACH OR NON-PERFORMANCE

If the Contractor fails to perform the Work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

- a. after providing the contractor with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- b. terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the County pursuant to this paragraph, the Contractor shall not be entitled to receive any further payment from the County until Completion of the Work has occurred. After completion of the Work, the County shall pay to the Contractor the amount of the unpaid balance due to the contractor at the time the Contract was terminated minus the cost incurred by the County to complete the Work. If the cost incurred by the County to complete the Work exceeds the unpaid balance due to the Contractor, the contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the Work.

16. WAIVER OF ONE BREACH NOT WAIVER OF OTHERS

No waiver by the County or its agents or employees of any breach of this Contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the Contract by the Contractor. All remedies provided by this Contract are cumulative, and in addition to each and every other remedy under the law.

17. CHANGE ORDERS:

Change Orders must be approved by the County prior to work being performed.

18. SUBSTITUTIONS

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate any equivalent or substitute products, which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings were developed. The necessary changes shall be made at the Contractor's expense. The Contractor shall submit sufficient data concerning the substitute equivalent products and resulting necessary changes to the project to the County documenting that the substitute product(s) can be properly integrated with the project.

SPECIFICATIONS

All specifications for work to be performed under this contract are located on the drawings.

BASIS OF AWARD

The County shall award to the lowest responsive and responsible bidder and have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Grand Total Base Bid 1 & 2 and Alternates accepted.

PRICING SCHEDULE

The work includes construction of Office and Maintenance Shop Fire Damage Restoration at Daniel Park, as per specifications and drawings.

Base Bid #1 (Items shown on drawings with boxed #1 symbol). All work required to restore building to pre-fire damage condition. To include, but not limited to:

- Demolition of portion of existing roof trusses and roofing system and New Roof trusses/roof system (portion of roof)
- New and reconstruction of Interior walls, ceiling, doors, & flooring
- New Exterior windows
- Demolition of existing and New mechanical system [equipment ducts and controls]
- Demolition of existing and New electrical system [equipment, fixtures, wiring, controls, outlets]
- Demolition of existing and New plumbing system [equipment, fixtures, piping, valves]
- New Built-in cabinets & lockers
- Existing Roof Truss and building framing sealing of wood for smoke odor
- Painting, caulking of all interior surfaces and exterior window installations

\$ _____

Base Bid #2: (Items shown on drawings with boxed #1 symbol). All work associated with repair & painting of shop area ceiling and skylight wells. To include, but not limited to:

- New drywall and associated wood blocking in areas of water damage
- Painting and caulking of repaired surfaces
- Painting of entire shop area ceiling
- Painting of masonry wall between shop and offices

\$ _____

GRAND TOTAL AMOUNT BASE BID 1 & 2

\$ _____

Add Alternate Bid #1 (Items shown with boxed #2 symbols). All work associated with demolition of existing roof and installation of new roof, with rebuild of roof eave. To include, but not limited to:

- Demolition of existing roof down to sheathing
- New roof system
- Re-building of eave to include sheathing replacement
- Note: portion of roof system replacement is included in the Base Bid One

\$ _____

Add Alternate Bid #2 (Items shown with boxed #2 symbol) All work associated with exterior painting of wood trim and seal/staining of masonry. To include, but not limited to:

- Scrape and clean all wood and siding surfaces
- Remove and replace caulking
- Painting of structure wood trim and siding
- Staining/Sealing of the masonry walls and columns

\$ _____

DELIVERY/TIME OR PERFORMANCE

Bidders are required to state the time of proposed delivery or project completion. Unless otherwise specified, bid the earliest delivery/completion possible. Bidders must insert a definitive time frame IN CALENDAR DAYS, within which delivery/completion will be made after receipt of order (ARO). Indefinite terms such as “promptly”, “stock”, “as soon as possible”, etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE DELIVERY TIME WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

Base bid 1 & 2 completion in calendar days _____

Alternate #1, add calendar days _____

Alternate #2, add calendar days _____

ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bid:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CONFIRMATION OF SUBMITTALS: The following submittals are included with the bid submission:

_____ (✓) Contractor Data Sheet

_____ (✓) Contractor Environmental Activity Statement

NEGOTIATION WITH LOW BIDDER

If the bid from the lowest responsive and responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

CONTRACTOR BUSINESS LICENSE

In accordance with the *Code of Virginia* §54.1-1100, contractors that for a fixed price, commission, fee, or percentage undertake to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804)367-8511. If a Bidder/Offeror shall fail to obtain the required license prior to submission of a bid/proposal, the bid/proposal shall not be considered.

Class of License Definitions:

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

Class B Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$7,500 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000.

Class C Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$7,500, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

Provide contractor license number below:

Class A Virginia Contractor Registration No. _____

Class B Virginia Contractor Registration No. _____

Class C Virginia Contractor Registration No. _____

Classification/Specialty: _____

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are _____

All prices shall be F.O.B.: Daniel Park, 6600 White Pine Road, Chesterfield, VA 23832. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #09-9897 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority-Owned Business:	Yes _____	No _____
Women-Owned Business:	Yes _____	No _____
Chesterfield Business:	Yes _____	No _____

CONTRACTOR DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ years _____ months

Provide a minimum of three (3) references who may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1.
2.
3.



CHESTERFIELD COUNTY
Environmental Management System
Contractor Environmental Activity Statement

This form must be completed, signed and returned before the contracted work commences.

The following information is to be filled out by the Contractor (Please Print)

Contact Person: _____ Date: _____

Company Name: _____

Activities or Work Description:

Chesterfield County Site: _____

Briefly describe the activities or work to be undertaken by your company at the Chesterfield County site.

Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? YES or NO

If YES, list the air emissions and the method for preventing impact to the environment.

Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater? YES or NO

If YES, how will the wastewater be handled?

Materials:

What materials (chemicals, oils, etc.) and/or equipment will you be handling or bringing on site to perform the contracted work?

Training:

Your employees should be trained on the proper handling of materials and equipment, and the proper response to incidents involving these materials. Describe the training that your employees receive.

Waste Generation:

Will the activities or work you perform result in the generation of any wastes? YES or NO

If YES, list the amounts and the types of wastes expected and the proposed disposal method.

Are any waste generated to be recycled? YES or NO

If YES, list the recyclables, where and how they will be recycled.

Energy:

Will the activities or work consume energy? YES or NO

(electricity, compressed air, natural gas, steam, etc.)

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

Other:

Are there any other ways in which your activities will affect or protect the environment? YES or NO

If YES, please describe below.

Information:

Company Name: _____
 Contact: First Name: _____ Last Name: _____ Title: _____
 Address: _____ City: _____ State: _____
 Secondary Contact: _____ Sec. Phone: _____

Environmental Agreement

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property. My company will train all personnel contracting on the property. Sign-in sheets will be maintained as evidence that environmental training has been conducted and will be made available upon request.

The Chesterfield County Project Manager will communicate applicable changes to the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact the Chesterfield County Office of Environmental Management at (804) 717-6531.

Print Name: _____ Title: _____
 Signature: _____ Date: _____

Project Manager Review

A review of the above-submitted document has been found to be:

☐ COMPLETE – approved, no further action is needed.

☐ INCOMPLETE – a response must be received by: _____

Project Manager Signature: _____ Date: _____

PROJECT TITLE:		BID/RFP#:		P.O.#:	
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CHESTERFIELD COUNTY

ENVIRONMENTAL MANAGEMENT SYSTEM CONTRACTOR ENVIRONMENTAL GUIDELINES

Requirements

- 1.0 Introduction**
- 2.0 General Environmental Management Procedures**
- 3.0 Waste Disposal**
- 4.0 Equipment Decommissioning**
- 5.0 Water Discharges**
- 6.0 Material Storage/Spills**
- 7.0 Storm Water Management**
- 8.0 PCBs**
- 9.0 Asbestos**
- 10.0 Lead**
- 11.0 CFCs**
- 12.0 Environmental Activity Review**
- APP Chesterfield County Environmental Management Policy**

1.0 Introduction

- 1.1 The following information is supplied to contractors and suppliers who perform work on site for Chesterfield County. The information presented in these guidelines has been developed in response to the Environmental Management System (EMS). The intent of this information is to make contractors and suppliers aware of the EMS and to ensure conformance to applicable EMS procedures and instructions.
- 1.2 An important part of the EMS relates to the control of contractors and their subcontractors who are required to comply with relevant environmental policies and procedures. The nature of contractor activities is such that their personnel have significant potential to affect environmental performance and regulatory compliance within Chesterfield County. Contractor personnel and our personnel therefore must work together to achieve the goals of the environmental policy, objectives and targets and the protection of the environment. Contractors must be aware of the importance of compliance with relevant environmental legislation and regulations, and of the consequences of non-compliance.
- 1.3 Chesterfield County operates an EMS that meets the requirements of the ISO 14001 standard. Conformance with the environmental policy and all requirements noted in this document is expected of all contractors, subcontractors, suppliers and their employees while working on site. Failure to follow these requirements can be grounds for termination of the on-site contract work.
- 1.4 For further information, please contact the Chesterfield County, Virginia Office of Environmental Management at (804) 717-6531.

2.0 General Environmental Management Procedures

- 2.1 Contractors will not transport hazardous chemicals on site without having prior knowledge of the associated Material Safety Data Sheets (MSDS). These materials include but are not limited to sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.
- 2.2 Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 2.3 Contractors will not discharge anything to drains and or sewers without the prior approval of the Chesterfield County WWTP Plant Manager or designee.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 Contractors will immediately notify the Chesterfield County Project Manager of any

reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Environmental Tracking of Spills and Releases form.

- 2.6 Contractors will properly label, store and dispose of all waste materials.
- 2.7 Contractors will be sensitive to the effects of noise, odor, light and traffic movement to the local community.
- 2.8 All contractors shall practice good housekeeping. Clean up of trash, etc. generated by the contractor's activities or the activities of its employees are the contractor's responsibility.
- 2.9 Contractors are responsible for keeping the site clean and orderly.
- 2.10 Contractors will not engage in any excavation activities on site without the prior approval of the Chesterfield County Project Manager.

3.0 Waste Disposal

- 3.1 All waste disposal (i.e. construction debris, scrap metal, non-hazardous waste, municipal solid waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 The Chesterfield County Project Manager must be informed of all generated hazardous waste streams before a waste is generated and collected on site.
- 3.3 The Chesterfield County Project Manager must be informed of the location of all generated hazardous waste storage areas, maximum quantities and the container type.
- 3.4 Containers must be labeled with their contents and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Shipping information and paperwork (MSDS, Waste Profiles, Bills of Lading and inventory) must be provided upon request.
- 3.6 Contractors will be contractually responsible for all regulated wastes.

4.0 Equipment Decommissioning

- 4.1 All equipment will be thoroughly inspected by the contractor for fluids and other

hazardous materials prior to removal.

- 4.2 All fluids and other hazardous materials in the equipment will be removed prior to decommissioning and disposal of any waste generated will be handled in accordance with the above instructions in 3.0.

5.0 Water Discharges

- 5.1 Discharge of materials to ANY sewer system, other than sanitary sewage, is prohibited without the prior consent of the Chesterfield County WWTP Plant Manager.
- 5.2 Discharges of ANY material to outside drains other than storm water are prohibited under the established guidelines of the CLEAN WATER ACT.
- 5.3 In the event that the WWTP Plant Manager approves discharges to sewers, the wastewater treatment plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the wastewater treatment plant.

6.0 Material Storage/Spills

- 6.1 There will be no outside storage of any materials without the consent of the Chesterfield County Project Manager.
- 6.2 Approved outside storage areas for chemical materials must be equipped with ***non-earthen*** secondary containment equal to 150% of the capacity of the largest container by the contractor.
- 6.3 The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA HAZARD COMMUNICATION STANDARD (i.e., contents, primary hazard).
- 6.4 The contractor will have available the material safety data sheets (MSDS) for all chemical products in use at all times that their employees are working on site. MSDS's will be made available to personnel, medical personnel, environmental personnel or their representatives upon request.
- 6.5 The contractor will ensure that chemical containers are closed except when in use.
- 6.6 Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- 6.7 THE CONTRACTOR WILL IMMEDIATELY REPORT ALL SPILLS OR RELEASES OF MATERIALS OTHER THAN INCIDENTAL SPILLS to the

Chesterfield County, Virginia Office of Environmental Management at (804) 717-6531. Contractors will follow up by submitting a completed Environmental Tracking of Spills and Releases form.

7.0 Storm Water Management

- 7.1 No process materials or any other sources of water pollutant shall be commingled with storm water.
- 7.2 Solids must be prevented from entering sewer drains. Roadways and outside areas must be kept clean.
- 7.3 It is the contractor's responsibility to install storm water control measures such as silt fences, straw bales, etc. to control the solids entering storm drains from erosion or other processes if necessary.
- 7.4 All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 7.5 Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
- 7.6 In the event that a stormwater management plan is required (i.e. greater than 1 acre of land is disturbed), the plan will be submitted to the Chesterfield County Project Manager for approval.

8.0 PCBs

- 8.1 If a material is suspected to have PCB contamination, the Chesterfield County Project Manager is to be notified.
- 8.2 All PCB removals shall be coordinated by the Chesterfield County Project Manager.
- 8.3 Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

9.0 Asbestos

- 9.1 Contractors will contact the Chesterfield County Project Manager prior to any construction or demolition work that could disturb existing structures or equipment.
- 9.2 All asbestos removal and disposal activities will be conducted in accordance with procedures approved by the Chesterfield County Project Manager.

10.0 Lead

- 10.1 Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by the Chesterfield County Project Manager.
- 10.2 All lead removal and disposal activities will be conducted in accordance with procedures approved by the Chesterfield County Project Manager.

11.0 CFCs

- 11.1 Contractors will provide copies of employee training certificates to the Chesterfield County Project Manager upon request.
- 11.2 Intentional venting of CFCs to the atmosphere is prohibited.

12.0 Contractor/Supplier Environmental Activity Review

- 12.1 Upon request, contractors are to submit a written statement outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations using the Contractor and Supplier Environmental Activity Statement form provided. The Activity Statement must include an assessment of the potential risks to the environment, contractors, employees and other personnel associated with on-site activities and proposed measures for minimizing these risks.

For questions or additional information regarding this form, contact the Chesterfield County, Virginia Office of Environmental Management at (804) 717-6531.



Chesterfield County, Virginia

James J. L. Stegmaier, County Administrator

9901 Lori Road – P.O. Box 40 – Chesterfield, VA 23832-0040

Phone: (804) 748-1211 – Fax: (804) 717-6297 – Internet: chesterfield.gov

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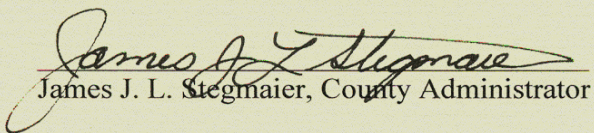
Midlothian District

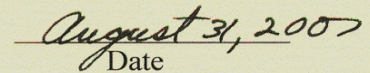
Chesterfield County Environmental Management Policy

The County of Chesterfield is committed to improving countywide environmental practices, and to being responsible protectors of the environment in conformance with its mission of providing a "First Choice Community through Excellence in Public Service." In support of this commitment, the county will:

1. Meet or exceed all applicable environmental laws, regulations, municipal standards, and other environmental initiatives to which the county subscribes.
2. Educate, train, and recognize employees for enhanced environmental performance and increased awareness of environmental issues.
3. Practice the principles of pollution prevention.
4. Respond to environmental incidents at county properties and facilities quickly and effectively.
5. Continually improve our environmental management program and make it an integral part of our standard business practices.
6. Develop and periodically review environmental objectives and targets as part of maintaining the county's environmental management program.
7. Promote the education of all citizens in the awareness of environmental issues and pollution prevention.
8. Encourage the use of sound environmental principles and practices by all county contractors and vendors.

This commitment to protect the environment is required by all persons working for Chesterfield County at all levels.


James J. L. Stegmaier, County Administrator


Date

REV02. The Chesterfield County Environmental Policy was established and implemented on May 7, 2003.

Providing a FIRST CHOICE community through excellence in public service



CHESTERFIELD COUNTY

**ENVIRONMENTAL MANAGEMENT SYSTEM
CONTRACTOR ENVIRONMENTAL CHECKLIST**

PROJECT TITLE:	HARRY G DANIEL MAINTENANCE SHOP FIRE REBUILD		
BID / RFP #:		P.O. #:	

The following information is to be filled out by the Project Manager for the contracted work or service to be performed.

Will the contracted work or service include any of the following activities?

COMBUSTION SOURCES SUCH AS:

Air Heating and Supply	☒ Yes	☐ No
Mobile Transportation, such as forklift or carts	☒ Yes	☐ No
Construction Activities	☒ Yes	☐ No
Excavation or Grading	☐ Yes	☒ No
Drilling or Blasting	☐ Yes	☒ No
Rock Crushing	☐ Yes	☒ No
Demolition	☒ Yes	☐ No
Welding or Soldering	☒ Yes	☐ No
Painting	☒ Yes	☐ No
Asphalt Paving	☐ Yes	☒ No
Use or Storage of Chemicals or Fuels	☐ Yes	☒ No
Transfer of Bulk Materials	☐ Yes	☒ No
Disposal of Chemical Wastes	☐ Yes	☒ No
Disposal of General Wastes	☒ Yes	☐ No

If yes, please describe waste streams:

CONSTRUCTION DEBRIS

BUILDING MAINTENANCE ACTIVITIES

Architectural Paint Removal	☐ Yes	☒ No
Architectural Painting	☒ Yes	☐ No
Hydroblasting	☐ Yes	☒ No

BUILDING MAINTENANCE ACTIVITIES

Sandblasting	☐ Yes	☒ No
Surface Preparation / Treatments, such as floors and roof repair	☒ Yes	☐ No
Purging or repair of distribution lines such as those for fuel, oil, or solvents	☐ Yes	☒ No
Use of chemicals, solvents, caustics, acids, oils, etc.	☒ Yes	☐ No
Use of herbicides, pesticides, or insecticides	☐ Yes	☒ No

BUSINESS OR WORK RELATED ACTIVITIES

Use or receipt of chemical materials (other than janitorial or cleaning materials.)	☐ Yes	☒ No
Generation and disposal of chemical wastes	☐ Yes	☒ No
Generation of sealers, adhesives, coatings, or paints	☐ Yes	☒ No
Welding, soldering, brazing or similar activities	☐ Yes	☒ No
Use of caustics or acids	☐ Yes	☒ No
Use of combustion gases	☐ Yes	☒ No
Please list fuels used:		
Laboratory installation	☐ Yes	☒ No
Medical Waste	☐ Yes	☒ No
Discharge to storm drains	☐ Yes	☒ No

To be completed by the Chesterfield County Project Manager after a review is conducted.

A review of the above activities determined that:

- ☐ This Contractor/Supplier Environmental Checklist is approved, no further action is needed.
- ☒ The Contractor/Supplier Environmental Activity Statement (ENVGT.FORM.0009) needs to be completed.

Project Manager Signature: STUART W. CONNOCK, JR. Date: 4.29.2009

OFFICE AND SHOP FIRE DAMAGE RESTORATION - DANIEL PARK	
INDEX OF DRAWINGS	
Sheet Number	DRAWING TITLE
GENERAL	
G-1	TITLE SHEET
ARCHITECTURAL	
A1.0	EXISTING FLOOR PLAN, SCHEDULES AND DETAILS
A2.0	EXISTING ELEVATIONS, SECTIONS AND DETAILS
A3.0	NEW DETAILS
STRUCTURAL	
S-1	FRAMING PLAN WITH RESTORATION NOTES
MECHANICAL	
ME-1	EXISTING MECHANICAL AND ELECTRICAL PLANS
PLUMBING	
P-1	PLUMBING PLAN AND RISER DIAGRAM

**OFFICE & SHOP FIRE DAMAGE
RESTORATION - DANIEL PARK**
CHESTERFIELD COUNTY, VIRGINIA

OWNER:
COUNTY OF CHESTERFIELD
DEPT. OF PARKS AND RECREATION
MR. STUART CONNOR, JR.
CHIEF OF DESIGN AND CONSTRUCTION
8201 PUBLIC WORKS ROAD
CHESTERFIELD, MO. 23032
PHONE 804-751-1484
FAX 804-751-1486

ENGINEER
AUSTIN BROTHERS BUCK & ASSOCIATES, LLP
4820 WEST HUNTERD ROAD
CHESTER, VA 23061
804-744-8748

ARCHITECT:
RAWINGS WILSON & ASSOCIATES
1100 NORTH THOMPSON STREET
RICHMOND, VA. 23230
804-359-8141

Abstract - This study examined the effects of a 12-week, low-intensity, supervised walking program on the physical and psychological health of sedentary, middle-aged women. The program was designed to be a safe and effective means of increasing physical activity. The results of the study showed that the program was effective in increasing physical activity, improving physical fitness, and reducing psychological distress. The program was also found to be acceptable and enjoyable for the participants. The results of this study suggest that a low-intensity, supervised walking program can be an effective means of improving the physical and psychological health of sedentary, middle-aged women.

COURT REPORTERS' CONFERENCE.

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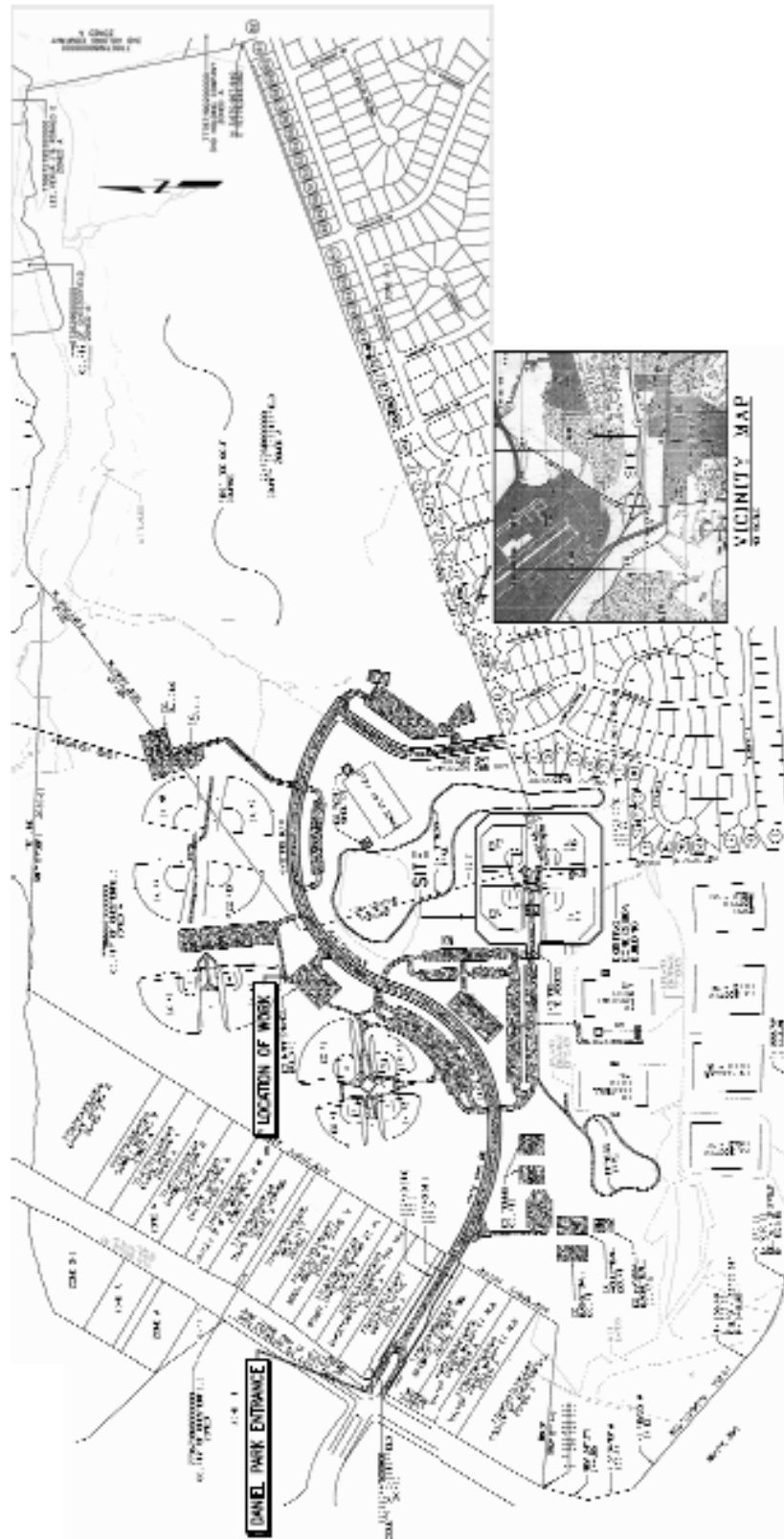
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1. **WILLING TO BE HELD AS A PRISONER** I AM WILLING TO BE HELD AS A PRISONER FOR THE REST OF MY LIFE. I AM WILLING TO BE HELD AS A PRISONER FOR THE REST OF MY LIFE.

INDEX OF DRAWINGS		DRAWING TITLE
Sheet	1	GENERAL
Sheet	2	GENERAL
Sheet	3	GENERAL
Sheet	4	GENERAL
Sheet	5	GENERAL
Sheet	6	GENERAL
Sheet	7	GENERAL
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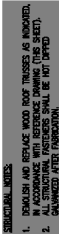


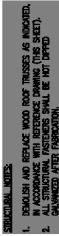
AUSTIN BROOKS & ASSOCIATES, LLP.
Creating Rightness
10000 N. Mopac Expressway, Suite 1000
Austin, Texas 78758
512.336.1111
www.austinbrooks.com

OFFICE & SHOP FIRE DAMAGE
RESTORATION - DANIEL PARK

2

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MECHANICAL PLAN
ME-1

ELECTRICAL PLAN
E-1

LEGEND

SCHEDULE

NOTES

DETAILS

MECHANICAL PLAN
ME-1

ELECTRICAL PLAN
E-1

LEGEND

SCHEDULE

NOTES

DETAILS

