



INVITATION FOR BIDS

BID PROPOSAL AND CONTRACT DOCUMENTS

**HEALTH DEPARTMENT
MODIFIED BITUMINOUS MEMBRANE
ROOFING SYSTEM REPLACEMENT**

BID# D00226

APRIL 16, 2026

PUBLIC WORKS BUILDING MAINTENANCE

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INVITATION TO BID

BID TITLE: Health Department Modified Bituminous Membrane Roofing System Replacement

BID #: D00226

BID OPENING DATE: May 12, 2026 at 2:00 p.m.

MANDATORY PRE-BID MEETING: Yes, April 28, 2026 at 9:00 a.m. at the Staunton-Augusta Health Department

BONDS NEEDED:

BID BOND	NO
PAYMENT BOND	NO
PERFORMANCE BOND	NO

PURPOSE

The City of Staunton is seeking written bids from qualified Class A contractors to remove and replace the existing spray foam roof system at the Staunton City Health Department, in accordance with the attached specifications.

Contractors will provide all materials, equipment, labor and supervision to remove the existing spray foam roof system and apply a new Modified Bituminous Membrane Roofing System in accordance with the attached specifications. Contractors will also remove any existing roof system from two (2) small canopies with flat roofs and replace the canopy roof systems with the same materials as the large roof.

INQUIRIES CONCERNING THE BID

There will be a Mandator Pre-Bid Meeting held at the Staunton-Augusta Health Department at 1414 N. Augusta Street, Staunton, VA 24401 on April 28, 2026 at 9:00 a.m.

Any questions regarding the specifications for this bid should be directed, in writing, to:

Lloyd Otte
Building Maintenance Superintendent
ottelv@ci.staunton.va.us

Written inquiries on the bid are due by no later than 5:00 p.m. April 29, 2026.

BID SCHEDULE

Bid Posted:	April 16, 2026
Mandatory Pre-Bid Meeting	April 28, 2026 at 9:00 A.M. at the Staunton Health Department
Questions Due:	April 29, 2026, 5:00 p.m.
Q&A Addenda Posted:	May 1, 2026 by 5:00 p.m.
Bids Due & Bid Opening:	May 12, 2026 at 2:00 p.m.

BID SUBMISSION FORMATS

This Bid is a request for a sealed bid; therefore, bids may be submitted electronically through the eVA system, or they may be submitted by non-electronic means (paper submissions) outside of the eVA system.

The Purchasing Office will NOT accept oral bids or bids received by E-mail, telephone, or fax.

Sealed bids, whether electronic or paper, will be received not later than 2:00 p.m. on MAY 12, 2026 with bids received by that time publicly opened at 2:00 p.m. at Staunton City Hall, Finance Department.

1. Paper Submissions

- A. All paper bids submitted by **any delivery services (UPS, FedEx, etc.), US Postal Service, or hand-delivered** shall be timely delivered to:

ATTN: Chad M. Horvat
City of Staunton
Finance Office (3rd Floor)
116 W. Beverley Street
3rd Floor - Finance Department
Staunton, VA 24401
540-332-3819

**BIDS RECEIVED
AFTER THE DATE AND TIME SPECIFIED
WILL BE REJECTED**

Office Hours

Monday through Friday, 8:00am to 5:00pm.

- B. Bidders shall provide one (1) paper copy of the bid.
- C. The bid, the bid security, if any, and any other required documents, shall be enclosed in a sealed opaque envelope or box. The envelope containing the bid shall be sealed and marked with the title and due date of the bid. **“Bid No. D00226 –HEALTH DEPARTMENT MODIFIED BITUMINOUS MEMBRANE ROOFING SYSTEM REPLACEMENT”** and be accompanied by complete specifications for the items offered.
- D. Bids should also clearly indicate the legal name, address and telephone number of the Bidder (company, firm, partnership, or individual) on the outside of the packaging.
- E. No responsibility will attach to the City or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.
- F. Official received time for bids shall be determined by the time stamp affixed in the City of Staunton Finance Department at the time of receipt. Bidders are responsible for ensuring that their bids are stamped by Finance Department personnel by the deadline indicated.
- G. All expenses for bidding to the City of Staunton shall be borne by the Bidder.

- H. An authorized representative of the bidder **shall sign the Bid Offer Form and the Bidder Information Form as well as any other required attachments.**
- I. All bids shall be either typewritten or filled in with ink in order to be considered.

2. Electronic Submissions via the eVA System

- A. Electronic sealed bids will be accepted **ONLY** through the eVA system. Bids delivered electronically by any method outside of the eVA system WILL NOT be accepted.
- B. Prior to the due date, Bidders should:
 - i. Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) to check for any updates, changes, amendments, cancellations, etc., and to ensure receipt of all Solicitation attachments and document to be completed and submitted; and,;
 - ii. Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.
- C. Electronic bid submission with all required documents attached is required and submission as one singular PDF formatted document is preferred.
- D. Bidders must submit one (1) complete copy of the bid and all required documents and/or attachments.

eVA Specific Submission Instructions:

Bidders must be registered in eVA in order to submit an electronic bid.

The following are instructions for submitting an electronic bid:

- 1) Go to www.eva.virginia.gov;
- 2) Click on "I Sell To Virginia";
- 3) Click on "eVA Supplier Training"; and
- 4) Click on "Viewing and Responding to Solicitations Video".
- 5) If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

CITY OF STAUNTON GENERAL IFB SUBMISSION REQUIREMENTS

- 1. Right is reserved to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Staunton to the extent allowable by law.
- 2. Offerors are solely responsible for reviewing, complying, and returning a complete and responsive bid. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

3. Prior to the due date, Bidders should:
 - a. Check the status of the solicitation for any updates, changes, amendments, cancellations, etc. which can be found at either the City of Staunton's website www.ci.staunton.va.us on the Procurement page or at the eVA website www.eva.virginia.gov on the Business Opportunities page (VBO)
 - b. Check for all attachments and documents to be completed and submitted; and
 - c. Complete all attachments, amendments, exhibits, product information, etc. and attach to the Bidder's submission.
4. The Bid Offer Form and Bidder Information Form must accompany any bid(s) submitted and be signed by an authorized representative of the Bidder.
 - a. If the Bidder is a firm or corporation, the Bidder must print the name and title of the individual executing the bid.
 - b. All information requested should be submitted. Failure to submit all information may result in bid being considered non-responsive.
 - c. Bidders must use the Bid Offer Form and Bidder Information Form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the Bid Offer Form and Bidder Information Form may invalidate the bid.
5. The contractor must have a minimum experience of three (3) projects with agencies of similar size and complexity that have been completed within the last two (2) years.
6. Written warranties covering equipment, material defects, appearance, workmanship and performance must be of industry standards but not less than one (1) year and will not commence until the City has given the successful bidder written acceptance of the completed project.
7. Please quote lowest price and best delivery on items listed.
8. Please advise what discount, if any, will be allowed for payment within a specified time.
9. Terms and delivery date must be specified.
10. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the Bidder.
11. By submitting a bid in response to this Invitation to Bid, the Bidder represents it has read and understands the Invitation to Bid and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract.
12. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with existing conditions, shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.
13. A bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing Office in writing of modifications or withdrawal.
14. Modified and withdrawn bids may be resubmitted to the Purchasing Office up to the original time and date set for the receipt of bids.

15. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter.
16. All bids received in the Purchasing Office on time shall be accepted. All late bids received by the Purchasing Office shall be retained by the Purchasing Department and will remain unopened. Bids shall be open to public inspection only after award of the contract.

NOTICE OF AWARD

Award will be made once all bids are reviewed and the lowest responsible and responsive bidder is identified, and all the processes to complete an agreement are finalized. Notice of award will be posted at <https://www.ci.staunton.va.us/departments/finance/procurement> and on the eVA procurement site.

HEALTH DEPARTMENT MODIFIED BITUMINOUS MEMBRANE ROOFING SYSTEM REPLACEMENT

SPECIFICATIONS

SECTION 07 52 00

PART 1 GENERAL

1.1 SUMMARY OF WORK

A. Roof Replacement Scope of Work

1. Removal of the existing spray foam roof system to the concrete deck including all insulation, flashings and terminations, metal coping, and edge metal.
2. Installation of new tapered insulation in insulation adhesive.
3. Installation of new high density cover board in insulation adhesive.
4. Installation of new torch applied two ply roof system with mineral cap sheet.
5. Installation of new torch applied two ply flashings and terminations.
6. Installation of new shop fabricated coping caps and edge metal.

1.2 SECTION INCLUDES

- A. Torch Applied 2-Ply Asphalt Roofing
- B. Roof Insulation
- C. Accessories.
- D. Edge Treatment and Roof Penetration Flashings.

1.3 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Damp proofing, and Waterproofing.

- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 412 - Tensile Test on Rubber and Elastomers.
- D. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- E. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- F. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- G. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- H. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- I. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- J. Factory Mutual Research (FM): Roof Assembly Classifications.
- K. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- L. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- M. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- N. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- O. UL - Fire Resistance Directory.
- P. FM Approvals - Roof Coverings and/or RoofNav assembly database.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Importance Category:
 - a) IV
 - 3) Importance Factor of:
 - a) 1.0
 - 4) Wind Speed: 122 mph
 - 5) Exposure Category:

- a) C.
- 6) Design Roof Height: 20 feet.
- 7) Minimum Building Width: 115 feet.
- 8) Roof Pitch: ¼" :12".
- 9) Roof Area Design Uplift Pressure:
 - a) Zone 1' Interior Field of Roof 25.4 psf
 - b) Zone 1 - Field of roof 39.5 psf
 - c) Zone 2 - Eaves, ridges, hips and rakes 50 psf
 - d) Zone 3 - Corners 65.8 psf
- 2. Live Load: Not to exceed original building design.
- 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

1.5 SUBMITTALS

- A. To be provided to the owner for approval prior to commencing roof work.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor retarder, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- F. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and

submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved contractor by the manufacturer.
- D. For torch applications, installer must be NRCA - CERTA trained and must utilize CERTA compliant application methods.
- E. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- F. Manufacturer's Field Supervision: A representative of the roof system manufacturer must be present during the roof system installation per Section 1.7 of this specification.
- G. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- H. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 MANUFACTURER'S INSPECTIONS

- A. The roof system manufacturer must provide the following during all phases of the roofing work.
 - 1. Onsite inspections daily during the first 7 days of work.
 - 2. Onsite inspections 3 days per week for the remainder of the work.
 - 3. Inspections must be provided by a full-time employee who is employed directly by the manufacturer.
 - 4. Manufacturer to provide weekly progress reports to the owner with photographs of the work completed, weekly weather, and any corrections made during the work.
 - 5. Provide a manufacturer's Certification letter, stating that the roof system manufacturer will provide the inspection services as required by this specification. This letter must be signed and notarized by an officer of the manufacturing company.

1.8 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing roof work.

- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Owner.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone HP and FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Owner.
- F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.10 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.11 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.12 WARRANTY

- A. Upon completion of the Work, provide the Manufacturer's written and signed Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due to defective material or workmanship, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period: 30 years from date of acceptance.

- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. Three (3) years from date of acceptance.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. When a particular trade name or performance standard is specified, it shall be indicative of the minimum standard required. Product names for the materials used in this section shall be based on performance characteristics of the modified bitumen roof system manufactured by The Garland Company, Cleveland, OH (434-953-0531), and shall form the basis of the contract documents.
- B. This specification is based on the performance characteristics of the system identified herein. Any proposed alternate systems, specified or not, must meet or exceed the following listed characteristics and be submitted for approval. Additionally, all Warranty Criteria (1.12), Design and Performance Criteria (1.4), and Manufacturer's Inspections (1.7) must be met. Failure of a system to meet all requirements of this specification will result in forfeiture of the bid award.
- C. Any item or materials submitted as a substitution to the basis of design manufacturer specified, must be submitted by the bidding Contractor and must comply in all respects as to the quality and performance of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as a substitute is truly equal. Should the Contractor choose to submit a substitute product, he shall assume all monetary or other risk involved, should the Owner find the substitution unacceptable.
- D. Provide primary products, including each type of roofing membrane, base roofing ply, base flashing ply, modified membrane flashing ply, modified membrane roof ply, and miscellaneous flashing materials from a single source roof manufacturer. Provide secondary products (insulation, mechanical fasteners, etc.) only as recommended by the roof manufacturer of primary products for use with the roof system specified.
- E. The following manufacturers are acceptable, providing they meet these specifications and the minimum standards stated.
 - 1. The Garland Company, Inc. (Basis of Design)
 - 2. Approved Equal

2.2 SHEET MATERIALS

- A. Base (Ply) Sheet: One ply bonded to the prepared substrate torch applied.
 - 1. HPR Torch Base
 - 2. OR approved equal
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate torch applied.
 - 1. StressPly IV Plus Mineral:
 - 2. Or approved equal

- C. Interply Adhesive:
 - 1. NA
- D. Intumescent primer for wood components at perimeters, flashings and penetrations:
 - 1. Pro-Stop FR:
 - 2. Or approved equal
- E. Flashing Base Ply: One ply bonded to the prepared substrate torch applied.
 - 1. HPR Torch Base:
 - 2. Or approved equal.
- F. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate torch applied.
 - 1. StressPly IV Plus Mineral:
 - 2. Or approved equal.

2.3 ROOF INSULATION

- A. Roof Insulation
 - 1. Qualities: Rigid closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
 - 2. Board Size: Four feet by four feet (4' x 4') or Four feet by eight feet (4' x 8').
 - 3. Thickness: R30 Average 1/4" : 12 Tapered System
 - 4. Strength: Minimum 20 psi
 - 5. Source of Supply: The Garland Company or Approved Equal.
- B. Cover Boards
 - 1. Qualities: Nonstructural, water resistant, fiber-reinforced gypsum roof board.
 - 2. Board Size: Four feet by four feet (4' x 4').
 - 3. Thickness: 1/2"
 - 4. Strength: Minimum 900 psi
 - 5. Source of Supply: Georgia Pacific Densdeck Prime

2.4 ACCESSORIES

- A. Insulation Adhesive: Insul-Lock HR or approved equal.
 - 1. Cold applied, highly elastomeric, high rise, fast setting, two-component with a one step application mechanism, VOC compliant, foamable insulation adhesive that contains no solvents and sets in minutes. Designed to adhere approved insulation to insulation and structural decks.
- B. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless-steel nails shall be used with aluminum; and stainless-steel nails shall be used with stainless steel, Fasteners shall be self-clinching type of penetrating type as recommended by the deck manufacturer. Fasten nails and fasteners flush-

driven through flat metal discs not less than 1 inch (25 mm) diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than 1 inch (25 mm) diameter are used.

- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Walkway Pads: As recommended and furnished by the membrane manufacturer set in approved adhesive to control foot traffic on roof top surface and provide a durable system compliant non-slip walkway.

2.5 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Shop Fabricated Edge Metal: Snap-On Fascia Cover and Splice Plate.
 - 1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 24-gauge, chemically treated, commercial or lock-forming quality
- B. Edge Metal Finishes:
 - 1. Exposed surfaces for coated panels:
 - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer.

Weathering finish as referred by National Coil Coaters Association (NCCA). Provided with the following properties.

- 1) Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
- 2) Bend: ASTM D-4145, O-T / NCCA II-19.
- 3) Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion.
- 4) Gloss (60 deg. angle): ASTM D523, 25+/-5%
- 5) Reverse Bend: ASTM D2794, no cracking or loss of adhesion.
- 6) Nominal Thickness: ASTM D1005.
 - a) Primer: 0.2 mils.
 - b) Topcoat: 0.7 mils min.
 - c) Clear Coat 0.3 mils.
- 7) Color: Standard Colors. TBD by Owner.
- C. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- D. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.

- E. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- G. Retrofit Drains: A factory fabricated fixture (RetroDrain with Aluminum Dome), installed to replace a drain on an existing roof. The fixture is installed from the roof surface and provides a watertight connection to the existing plumbing and roofing system. The fixture is designed so that it may be installed without removing the existing drain body and plumbing.
 - 1. Acceptable Manufacturers: OMG Roofing Products; Hercules or approved equal.
- H. Liquid Flashing - Tuff-Flash Plus LO or approved equal. An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
 - 1. Tensile Strength, ASTM D 412: 650 psi.
 - 2. Elongation, ASTM D 412: 325%
 - 3. Density @77 deg. F 8.3 lb/gal typical.
- I. Fabricated Flashings: Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
- J. Manufactured Roof Specialties: Shop fabricated copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.

4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.

B. Re-Roofing Applications:

1. Remove existing roof flashings from curbs and parapet walls down to the surface of the roof. Remove existing flashings at roof drains and roof penetrations.
2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
4. Existing roof surfaces shall be primed as necessary with asphalt primer meeting ASTM D 41 and allowed to dry prior to installing the roofing system.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each

ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION ROOF INSULATION

A. Roof Insulation: Roof insulation is specified in Section 2.2.

1. The surface must be thoroughly cleaned using compressed air, vacuum equipment or hand/power brooms to remove dust, loose dirt or debris.
2. Insulation thicker than 2.5" shall be installed in multiple layers. All joints between layers should be staggered when multiple layer of insulation is installed.
3. Insulation shall be kept dry at all times. Install only as much insulation as can be covered with the completed roofing membrane before the end of the day's work or prior to onset of inclement weather.
4. Edges shall butt tightly, and all cuts shall fit neatly against adjoining surfaces to provide a smooth overall surface. Gaps of greater than 1/4-inch width shall be filled with insulation.
5. Install tapered insulation around roof drains and penetrations to provide adequate slope for proper drainage.
6. 4' X 4' tapered sumps shall be installed at all drain areas.
7. Adhered insulation shall be installed in accordance with code and insurance requirements for the applicable geographic zone with the required number and type of fasteners and plates.
8. The insulation shall be fastened per the following spacing and patterns.
 - a. Zone 1: 12" O.C.
 - b. Zone 2: 12" O.C.
 - c. Zone 3: 12" O.C.

B. Roof Cover Boards: Roof cover boards are specified in Section 2.2.

1. The surface must be thoroughly cleaned using compressed air, vacuum equipment or hand/power brooms to remove dust, loose dirt or debris.
2. Edges shall butt tightly, and all cuts shall fit neatly against adjoining surfaces to provide a smooth overall surface.
3. Apply specified insulation adhesive directly to the newly installed polyisocyanurate insulation in a ribbon pattern. Immediately place the recovery board into the wet adhesive. Do not slide the recovery board into the adhesive. Do not allow the adhesive to skin over. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular or uneven surfaces may prevent the insulation from making positive contact with the adhesive. In these cases, relief cuts or a temporary weight may be required.
4. The cover boards shall be adhered per the following spacing and patterns:

- a. Zone 1: 12" O.C.
- b. Zone 2: 12" O.C.
- c. Zone 3: 12" O.C.

3.5 INSTALLATION TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base Ply: Install torch base sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing. If wood components are present at perimeters, flashings and penetration locations, an intumescent primer must be applied to the wood components prior to the application of the torch applied cap membrane. A self-adhering base sheet, intended for use with torch-applied cap sheets must also be applied around all perimeters, flashings, curbs and penetrations.
 - 1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
 - 2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
 - 3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 - 4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 - 5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
 - 6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection bases.
 - 7. Install base flashing ply to all perimeter and projections details.
- B. Modified Cap (Ply) Sheet: Over torch base sheet underlayment, lay out the roll in the course to be followed and unroll 6 feet (1.8 m). Stagger seams over the torch base sheet seams.
 - 1. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to ensure a proper bond.
 - 2. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 - 3. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 - 4. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to ensure a smooth, tight seal.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in

approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06 11 00.
 - 1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 - 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 - 3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
 - 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1-49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
 - 5. All wood blocking, nailers, and cant strips, must be primed with an intumescent primer prior to the application of the base sheet.
- E. Wood Component Intumescent Primer: Intumescent primer shall be applied to all wood components within perimeter conditions, flashing and penetrations, such as wood nailers, blocking sheathing, etc.
 - 1. Before and during primer application, the substrates' surfaces shall be dry, clean and free from loose debris, dust, dirt, grease, oil, and all prior coating materials, such as paint, stains and sealers. The substrate shall not have, nor have been exposed to, treatments, chemicals, coatings, etc. prior to the application of the primer
 - 2. Prior to application of primer, moisture content of the substrate must be verified to less than 16%
 - 3. Apply intumescent at a rate of 1/2 gallon per 100 square feet (200 square feet per gallon)
 - 4. Allow primer to cure prior to application of the base sheet and/or flashing plies.
- F. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- G. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable sealant at the top edge if required.
- H. Flashing Base Ply: Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 - 1. Prepare all walls, penetrations, expansion joints, and other surfaces to be flashed with asphalt primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 - 2. Adhere modified flashing base to the underlying base flashing ply with specified flashing ply adhesive. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.

3. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6 inches (152 mm) o.c. and sealed at top.
 4. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
 5. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work. When using mineralized cap sheet all stripping plies type IV felt / VersiPly 40 shall be installed prior to cap sheet installation.
- I. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the base ply.
1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.
 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.
 9. Seal all vertical laps of cap flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
- J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.6 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

- A. Raised Metal Edge:
- B. Inspect the nailer to ensure proper attachment and configuration.
1. Run base ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
 2. Install continuous cleat and fasten at 6 inches (152 mm) o.c.

3. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every 3 inches (76 mm) o.c. staggered.
4. Prime metal edge and allow to dry. Do not prime for Green-Lock System lightly sand metal to improve bond.
5. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152 mm) on to the field of roof. Assure ply laps do not coincide with metal laps.
6. Install a second ply of thermoplastic cap flashing ply heat welded over the thermoplastic cap ply, 9 inches (228 mm) on to the field of the roof.

C. Expansion Joint:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Chamfer top of curb. Prime vertical curb and allow to dry.
2. Mechanically attach wood cant to expansion joint nailers. Run all base field plies over cant a minimum of 2 inches (50 mm).
3. Install compressible insulation in neoprene cradle.
4. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
5. Then install thermoplastic cap field ply run over the base flashing ply in bitumen or foam adhesive.
6. Install the thermoplastic flashing ply in bitumen or foam over the base flashing ply, 9 inches (228 mm) on to the field of the roof.
7. Install pre-manufactured expansion joint cover. Fasten sides at 12 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.

D. Area Divider:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical curb at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all base field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to the base field ply and set in bitumen.
4. Then install thermoplastic cap field ply run over the base flashing ply in bitumen or foam adhesive.
5. Install the thermoplastic flashing ply in bitumen or foam over the base flashing ply, 9 inches (228 mm) on to the field of the roof.
6. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers through slotted holes. Furnish all joint cover laps with butyl tape between metal covers.

E. Exhaust Fan:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical and allow to dry.
2. Set cant in bitumen. Run all base field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to the base field ply and set in bitumen. Then install thermoplastic cap field ply run over the base flashing ply in bitumen or foam adhesive.
4. Install the thermoplastic flashing ply in bitumen or foam over the base flashing ply, 9 inches (228 mm) on to the field of the roof.
5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.

F. Retrofit Roof Drain:

1. Plug drain to prevent debris from entering plumbing.
2. Run complete roof system plies over drain. Cut out plies inside drain bowl.
3. Set 4lb. lead flashing (thirty (30) inch square minimum) in $\frac{1}{8}$ inch bed of mastic. Run lead into drain a minimum of two (2) inches. Prime lead at a rate of one hundred (100) square feet per gallon and allow to dry.
4. Install base flashing ply (forty (40) inch square minimum).
5. Install modified membrane (forty-eight (48) inch square minimum) in the specified cold applied flashing adhesive. Stop both flashings plies short of the clamping ring and seal edge of modified flashing plies with a three-course application of SILVER-FLASH aluminized mastic and reinforcing mesh.
6. Install new retrofit drain per the manufacturer's specifications.
7. Remove drain plug and install strainer.
8. In an 8' x 8' square around each drain install two coats of white silicone coating with a bleed blocking primer. The area to be taped off prior to coating to create a clean outline.

G. Surface Mounted Counterflashing:

1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.

6. Secure counterflashing set on butyl tape above flashing at 8 inches (203 mm) o.c. and caulk top of counterflashing.
- H. Manufactured Wall Panel W/Modified Roof/Flashing (Slip Flashing):
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering wall with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install manufacturer's standard hat channel into the top of the modified membrane to act as a termination bar.
 6. Install hat channels vertically spaced up the wall and fastened in accordance with the wind uplift calculation requirements.
 7. Install the uppermost hat channel at the bottom edge of the coping cap. Insert rigid insulation between the hat channels. Place manufacturer's standard seam tape on top of all hat channels.
 8. Fasten the first manufactured wall panel vertically plumb and fasten every 6 inches (152 mm) o.c. Install adjoining panels by engaging the opposing interlocking seam and fastening as described above.
 9. Complete inside and outside corners by installing prefabricated corners or job site breaking a full width panel to accommodate the corner, so that the sides engage the lock of the panels to the corner areas.
 10. Trim excess seam tape and seam raw edges with manufacturer's recommended sealant.
 11. Fasten slip flashing to existing coping cap with a waterproof rivet every 24 inches (609 mm) o.c. to act as a counterflashing over the manufactured wall panel.
- I. Pitch Pocket:
1. Run all plies up to the penetration.
 2. Place the pitch pocket over the penetration and prime all flanges.
 3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
 4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.
 5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
 6. Caulk joint between roof system and pitch pocket with roof cement.

J. Liquid Flashing:

1. Mask target area on roof membrane with tape.
2. Clean all non-porous areas with isopropyl alcohol.
3. Apply 32 wet mil base coat of liquid flashing over masked area.
4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
5. Apply 48-64 wet mil topcoat of the liquid flashing material over the fabric extending 2 inches (51 mm) past the scrim in all directions.
6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days and then install reflective coating.

3.7 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.8 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes, and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.9 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. The roofing system manufacturer and/or Owner reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor at a negotiated price.
- D. If core cuts verify the presence of damp or wet materials; the Roofing Contractor shall be required to replace the damaged areas at his own expense.

- E. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. Notify the Owner and roofing system manufacturer upon completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END OF SECTION

BID OFFER FORM

PER ATTACHED SPECIFICATIONS

The bidder must use the following form furnished by the City to submit their bid. Any alterations to the form or submission of bid on a non-City issued form will invalidate the bid.

DESCRIPTION	TOTAL COST
Provide all materials, equipment, labor and supervision to remove the existing spray foam roof system and apply a new Modified Bituminous Membrane Roofing System in accordance with the attached specifications to the Health Department building, including two (2) small canopy roofs.	\$
TOTAL	\$

To Purchasing Department:

In compliance with the bid information, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

FOB: _____

TERMS: Net 30 Upon Approved Completion

BIDDER/COMPANY NAME: _____

BIDDER SIGNATURE: _____

TYPED NAME OF BIDDER: _____

BIDDER INFORMATION FORM

BUSINESS IDENTIFICATION

BUSINESS/COMPANY NAME:	
STREET ADDRESS:	
MAILING ADDRESS:	
CONTACT PERSON:	
TITLE:	
TELEPHONE NO.:	
EMAIL ADDRESS:	
REMITTANCE ADDRESS:	
PROMPT PAYMENT DISCOUNT:	___% FOR PAYMENT WITHIN___ DAYS; NET___DAYS
BUSINESS ORGANIZED UNDER THE STATE LAWS OF:	
PRINCIPAL BUSINESS LOCATION:	
VA STATE CORPORATION COMMISSION IDENTIFICATION (VA SCC) NUMBER.:	VA SCC Number:
	** If Bidder does not have a VA SCC Number, Bidder must refer to Procurement Guidelines Item 26.2. and shall provide the required documentation.
FEDERAL ID NUMBER:	
DUNS NUMBER:	

QUALIFICATIONS AND REFERENCES

Has the business ever defaulted or failed to complete any public body contract:	No:	
	Yes- Explain:	
Is the entity or any of its principals currently debarred, disqualified or suspended from submitting responses to the City, or any other state, local or federal entities?	No:	
	Yes - Explain	
Type of work performed by this business:		
Number of years this business has been in operation:		
Number of employees:	Full time:	Part Time:
Business License:	Type:	Issued:

References:

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

Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail

CONTRACTOR / SUBCONTRACTOR LICENSE REQUIREMENT

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

CONTRACTOR'S LICENSE

Class A contractor's license required.

Contractor Name:			
License #:			
Type:		Class	
Issued		Expires:	

ESCROW ACCOUNT ELECTION

If the successful bidder elects ("Yes") to use the Escrow Account Procedure for Retainage, the "Escrow Agreement" form provided at the end of this document shall be executed and submitted to the City within fifteen (15) calendar days after notification. If the "Escrow Agreement" form is not submitted within the fifteen (15) day period, the Contractor shall forfeit his rights to the use of the Escrow Account Procedure.	No:
	Yes. ** If YES, please fill out the Escrow Account Signature Form at the end of the Bid Package.

CONFLICT OF INTERESTS

This solicitation is subject to the provisions of Section 2.2-3100 et. Seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.	YES, Explain Below
The business is aware of information bearing on the existence of any potential organizational conflict of interest.	NO

COLLUSION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same goods and services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.	YES
	NO

ACKNOWLEDGEMENT OF ADDENDUM RECEIVED

The undersigned warrants that it has received the following Addendum/Addenda for the Solicitation (Show date of Addendum).

AMENDMENT NO.	DATE	INITIAL

[Add more as needed]

Addenda issued during the bidding period will be incorporated into the Contract Documents.

AUTHORIZED SIGNATURE

By signing, Business certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.	
Authorized Signature:	Date:
Name (Printed):	Title:
Email Address:	Telephone Number:

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF BIDS:

- 1.1. Bids, to receive consideration, must be received prior to the specified time and date of opening as designated in the invitation. E-mail and facsimile submittals are not acceptable.
- 1.2. Unless otherwise specified, bidders must use the Bid Offer Form and Bidder Information Form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the Bid Offer Form and Bidder Information Form may invalidate the bid.

2. BID SPECIFICATIONS

- 2.1. Bidders must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the bid, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his bid all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the bid.

3. BRAND NAMES

- 3.1. Unless otherwise provided in the invitation for bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall, in its sole discretion, determine whether the equipment proposed is the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Acceptance shall be based solely on the City's determination of suitability.

4. DELIVERY POINT

- 4.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

5. CASH DISCOUNTS:

- 5.1. Cash discounts will be considered in determining the award.

6. LATEST MODEL/QUALITY

- 6.1. Bidder shall bid on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

7. CHARGES AND PAYMENTS

- 7.1. To Prime Contractor:
 - 7.1.1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

- 7.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - 7.1.3. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - 7.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - 7.1.5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- 7.2. Payment to Subcontractors:
- 7.2.1. A Bidder awarded a contract under this solicitation is hereby obligated:
 - 7.2.1.1. To pay the subcontractor(s) within thirty (30) days of the Bidder's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 7.2.1.2. To notify the agency and the subcontractor(s), in writing, of the Bidder's intention to withhold payment and the reason.
 - 7.2.2. The Bidder is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Bidder that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Bidder's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

8. AUDIT

- 8.1. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9. TESTING AND INSPECTION

- 9.1. The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

10. ASSIGNMENT OF CONTRACT

- 10.1. A contract shall not be assignable by the Bidder in whole or in part without the written consent of the City of Staunton.

11. DEFAULT

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

12. TAXES

- 12.1. Sales to the City of Staunton are exempt from State and Federal sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

13. INDEMNIFICATION

- 13.1. The Bidder agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Bidder, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section of shall survive the completion, terminations or expiration of the contract.

14. CLAIM PROCESS

- 14.1. The City and CONTRACTOR each hereby waive all right to trial by jury in any matter arising out of or in any way connected with resulting CONTRACT from this bid or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation.
- 14.2. Absent an agreed resolution, the process to assert a claim against the City is to present it in writing to the Appropriate City Department Director within 10 calendar days following the failure to resolve the claim. The City Department Director shall review the claim and make a determination at the Departmental level.
- 14.3. If no resolution can be obtained at the Department level, the claim can be appealed and submitted to the City Manager or designee, and ultimately to City Council, with each such appeal to be submitted in writing within 10 calendar days of the prior decision. If no appeal is submitted withing 10 calendar days of the prior decision, no further action may be taken against the City, and the claim will be null and void.

- 14.4. The appeal shall identify, in writing, on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision, and the resolution or remedy which would be acceptable.
- 14.5. With any claim that reaches City Council, the City Council shall decide the claim within 60 days of when it was submitted to the City Manager or designee.

15. LIABILITY AND LITIGATION

- 15.1. The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

16. COPYRIGHTS

- 16.1. The Bidder hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Bidder in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

17. BIDDER'S PERFORMANCE

- 17.1. The successful Bidder agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract

18. AWARDING THE CONTRACT

- 18.1. The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in bids submitted in response to this Invitation to Bid when such waiver is in the best interest of the City.
- 18.2. The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of bids. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results> and on the eVA procurement site.
- 18.3. The City reserves the right to make multiple awards as a result of this solicitation.

19. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 19.1. Bids submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:
- 19.2. Public inspection of certain records:

- 19.2.1. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- 19.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 19.2.3. Any competitive negotiation Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the evaluation and negotiations of bids are completed but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
- 19.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 19.2.5. Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder or contractor shall
 - 19.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,
 - 19.2.5.2. identify the data or other materials to be protected, and
 - 19.2.5.3. state the reasons why protection is necessary.
 - 19.2.5.4. Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

20. ETHICS IN PUBLIC CONTRACTING

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

21. FORUM SELECTION

- 21.1. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

22. PROMPT PAYMENT ACT

- 22.1. Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

23. REJECTION OF BIDS

23.1. The City reserves the right, at any time prior to award of the contract, to reject any and all bids, or any part thereof, to make no award, and/or to issue a new Invitation to Bid, or make modifications, corrections, or additions to the information contained herein.

23.2. Bidders are cautioned this is an Invitation to Bid, NOT a request to contract.

24. COSTS FOR BID PREPARATION

24.1. Any costs incurred by Bidders in preparing or submitting bids are the Bidder's sole responsibility; the City will not reimburse any Bidder for any costs incurred as a result of the preparation of this Invitation to Bid.

25. APPROPRIATIONS

25.1. The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or Bidder may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

26. ADDITIONAL FEDERAL GRANT PROVISIONS

26.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

27.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).

27.2. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized, and must **attach opinion of legal counsel to this form** which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

28. ANTITRUST

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

29. QUALIFICATIONS OF BIDDERS

29.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder

shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities.

- 29.2. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

30. CANCELLATION OF THE CONTRACT

- 30.1. The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

31. AVAILABILITY OF FUNDS

- 31.1. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

32. SELECTION PROCESS/AWARD

- 32.1. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders.
- 32.2. A public body that enters into a public contract for goods or services that exceeds \$10,000 shall include in such a public contract provision
- 32.2.1. prohibiting the use of forced or indentured child labor in the performance of the contract and
 - 32.2.2. requiring that the contractor include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.

33. SAFETY AND OSHA STANDARDS

- 33.1. All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

34. MODIFICATION & WITHDRAWAL OF BID

- 34.1. A Bidder may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "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 and shall submit original work papers with such notice.”

35. CONTRACT TERM

- 35.1. The Bidder whose Bid is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Invitation to Bid.
- 35.2. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Staunton.
- 35.3. Part of the consideration will be the capability of the Bidder to immediately begin work and meet the proposed timetable above.
- 35.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Invitation to Bid, and to reject any and all bids in total or by components.
- 35.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

36. SEVERABILITY

- 36.1. Any written contract resulting from this IFB shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

37. COMPENSATION AND RECORD KEEPING

- 37.1. The Bidder selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a “unit price” basis. Records are to be kept by the Bidder in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

38. PAYMENT

- 38.1. Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

39. BID BOND

- 39.1. When specified, each bid shall be accompanied by a bid bond with surety satisfactory to the City or a cashier’s or certified check, made payable to the Treasurer, City of Staunton, in an amount equal to 5 percent of the total bid price. In the event of default by the bidder the 5 percent deposit shall represent liquidated damages to the City.

40. PERFORMANCE AND PAYMENT BONDS

- 40.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$500,000.

41. BID ADDENDA

41.1. Prior to submitting their bid, it is the bidder's responsibility to check the City web-site for any addenda associated with this Invitation for Bid.

42. INSURANCE REQUIREMENTS

42.1. Insurance shall be in amounts not less than \$2,000,000 general, \$1,000,000 auto, and \$1,000,000 workers' comp respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City of Staunton as an additional insured.

43. CONTRACT TERMINATION

43.1. This contract will not be awarded to any vendor who has had a previous contract with the City of Staunton terminated for substantial non-compliance within the last three (3) years.

44. DEBARMENT STATUS

44.1. By submitting their bids, all bidders or Bidders certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

45. CONTRACTOR UNDERSTANDING

45.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

46. SUBCONTRACTS

46.1. No portion of the work shall be subcontracted without prior written consent of the City of Staunton, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

47. DRUG-FREE WORKPLACE

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

47.1.1. provide a drug-free workplace for the contractor's employees;

47.1.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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;

47.1.3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

- 47.1.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

48. SMALL & MINORITY BUSINESS & FAITH-BASED ORGANIZATIONS

- 48.1. The City does not discriminate against small and minority businesses or faith-based organizations.

49. NON-DISCRIMINATION

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

- 49.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 49.1.2. 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.
- 49.1.3. 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.
- 49.1.4. The contractor will include the provisions of the foregoing paragraphs 44.1.1, 44.1.2, 44.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

50. PERMITS AND LICENSES

- 50.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

51. NEGOTIATION WITH SUCCESSFUL BIDDER

- 51.1. Should the lowest bid for Base Bid exceed the City's budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder

- 51.2. The City reserves the right to negotiate contract terms with the successful Bidder for items/services other than those specifically stated in this IFB in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with bid to allow for additions and future expansions.

52. COOPERATIVE PROCUREMENT

- 52.1. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

53. IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 53.1. During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

54. PROCUREMENT OF IMPORTED GOODS; FORCED AND INDENTURED CHILD LABOR PROHIBITION (VA Code § 2.2-4311.3)

- 54.1. For the purposes of this section, "forced or indentured child labor" means all work or service
- 54.1.1. exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or
 - 54.1.2. performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- 54.2. A public body that enters into a public contract for goods or services that exceeds \$10,000 shall include in such a public contract provisions
- 54.2.1. prohibiting the use of forced or indentured child labor in the performance of the contract and
 - 54.2.2. requiring that the contractor include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor

55. CERTIFICATION OF INTEREST & RELATIONSHIPS

- 55.1. The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships.

ESCROW AGREEMENT SIGNATURE FORM

CITY OF STAUNTON, VIRGINIA

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20____
by, between and among the City of Staunton, Virginia ("City" or Owner"),

_____, ("Contractor"),

_____, (Name of Escrow Agent)

_____, (Address of Escrow Agent)

a trust company, bank, or savings and loan institution (hereinafter referred to collectively as "Escrow Agent") with its principal office located in the Commonwealth of Virginia ("Commonwealth") and _____ ("Surety") provides:

I.

The City and the Contractor have entered into a contract dated _____
with respect to City of Staunton ITB No. _____, for _____

_____, ("Contract"). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor. Payments should be made to _____ and mailed to _____ (Name and Address of Escrow Agent).

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the City is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the City, elected to have these retained amounts held in escrow by the Escrow Agent. This agreement sets forth the terms of the escrow. The Escrow Agent shall not be deemed a party to, bound by, or required to inquire into the terms of the Contract or any other instrument or agreement between the City and the Contractor.

III.

The City shall from time to time pursuant to the Contract pay to the Escrow Agent amounts retained by it under the Contract. Except as to amounts actually withdrawn from escrow by the City, the Contractor shall look solely to the Escrow Agent for the payment of funds retained under the Contract and paid by the City to the Escrow Agent.

The risk of loss by diminution of the principal of any funds invested under the terms of the Contract shall be solely upon the Contractor.

Funds and securities held by the Escrow Agent pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks drawn by the City and made payable to the Escrow Agent under this agreement, the Escrow Agent shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Escrow Agent invest the escrowed funds in any security not approved, as set forth in Section V. below.

V.

The following securities, and none other, are approved securities for all purposes of this Agreement:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the Commonwealth of Virginia,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Escrow Agent or deposit by the Contractor, a Standard and Poor's or Moody's Investor Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Escrow Agent and its affiliates.
- (6) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the bank, and the securities are held by a third party, and segregated from other securities owned by the bank.
- (7) No security is approved hereunder which matures more than five (5) years after the date of its purchase by the Escrow Agent or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Escrow Agent approved securities as set forth in Section V. above in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Escrow Agent. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the City of Staunton Director of Finance or designee, the Escrow Agent shall pay the principal of the fund, or any specified amount thereof, to the City or the Contractor as the City may direct. If payment is to be made to the Staunton City Treasurer, it shall be made in cash or cash equivalent. However, if payment has been authorized to be made to the Contractor, the Contractor may specify to the Escrow Agent if payment is to be made in cash or in kind. Any such payment and

delivery required hereunder shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder, the Escrow Agent shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Escrow Agent and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Escrow Agent's fee or any other costs of administration, such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the contract are not affected hereby.

X.

This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue and any actions for any litigation, suits, and claims arising from or connected with this Escrow Agreement and/or Contract referred to herein shall only be proper in the City of Staunton Circuit Court, or in the Staunton General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Escrow Agreement and/or such Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties.

IN WITNESS WHEREOF, the parties hereto have signed this Escrow Agreement by their authorized representatives.

Attest: (if corporation)
Witness: (if individual)

Typed Name of Contractor

Attest:

President/Vice-President
Partner or Owner (Seal)

Typed Name of Escrow Agent

Bank Officer

Vice President

Witness:

Typed Name of Surety Company

By: _____
Attorney-In-Fact

Attest:

City of Staunton, Virginia

City Clerk

City Manager

Approved as to form:

City Attorney

Approved as to execution:

City Attorney