



116 W. Beverley Street • Staunton, Virginia 24401 • Phone 540-332-3920 • Fax 540-332-3924  
www.staunton.k12.va.us

**INVITATION TO BID**  
**May 14, 2019**

**BID TITLE: Polyurethane Foam Roof** **BID #: E00119**  
**BID OPENING DATE: June 6, 2019, at 2:00 p.m.**  
**DELIVERY DATE: Work shall begin within 15 days of Notice to Proceed**  
**BID BOND REQUIRED: Yes (Attachment A)**  
**PRE-BID MEETING: May 22, 2019 at 9:00 a.m. @ Shelburne Middle School**

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The Staunton City Schools (S.C.S.) is seeking written bids from qualified contractors to replace the existing EPDM roofing system at Shelburne Middle School with a Polyurethane Foam Roofing system, in accordance with the attached specifications. Questions regarding the specifications for this bid should be directed to **Earl McCray, Director of Operations, Maintenance, and Transportation, at [emccray@staunton.k12.va.us](mailto:emccray@staunton.k12.va.us)**

Please quote lowest price and best delivery on items listed. Advise what discount, if any will be allowed for payment within a specified time. Terms and delivery date must be specified.

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 Staunton City Schools.

S.C.S. does not discriminate against small and minority businesses or faith-based organizations.

All bids must be submitted in a sealed envelope plainly marked, Bid No. “**E00119–SHELBURNE MIDDLE SCHOOL ROOF**”, with the name and address of the bidder in the upper left-hand corner and accompanied by complete specifications for the items offered. **E-Mail and facsimile responses are not acceptable.** No responsibility will attach the Owner or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.

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

**BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:**

**Mail To:**

Chad Horvat  
Finance Business Manager  
P.O. Box 58  
Staunton, VA 24402-0058  
(540) 332-3819

**Overnight To:**

Chad Horvat  
Finance Business Manager  
116 W. Beverley St., 3<sup>rd</sup> Floor  
Staunton, VA 24401  
(540) 332-3819

## STAUNTON CITY SCHOOLS

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**BID FORM**

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**DESCRIPTION****TOTAL COST**

Provide all materials, equipment, labor and supervision to remove the old roofing system and apply a new polyurethane foam roofing system at Shelburne Middle School. (Estimated 36,691 sq. ft.)

\$

Remove Ballast

\$

**TOTAL**

\$

**NOTE: For bid to be considered complete, all required documentation must be included in the bid package. See requirements listed in items A.1, A.2, A.3, B.1, B.2, and F.**

**PER ATTACHED SPECIFICATIONS**

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**OFFER**

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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. TERMS: \_\_\_\_\_

BIDDER/COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TYPED NAME OF BIDDER: \_\_\_\_\_

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

CITY AND STATE: \_\_\_\_\_

VIRGINIA SCC NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Questions related to the Bid or requests for clarification may be directed to **Earl McCray, Director of Operations, Maintenance, and Transportation**, at [emccray@staunton.k12.va.us](mailto:emccray@staunton.k12.va.us). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted on the City's website at <https://www.ci.staunton.va.us/departments/finance/procurement>. All questions must be received no later than **MAY 24, 2019 AT 3:00 p.m.** local time. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

### **POLYURETHANE FOAM ROOF SPECIFICATIONS**

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The Staunton City Schools is requesting sealed bids from qualified contractors to supply all materials, equipment, labor, and supervision to remove the old roofing system and apply a new polyurethane foam roofing system (approximately 36,691 SF) at the **Shelburne Middle School located at 300 Grubert Avenue, Staunton, VA 24401**.

#### **A. QUALIFICATIONS AND EXPERIENCE**

1. The Contractor and all personnel who will be applying or spraying the selected product must be properly trained and or certified by the manufacturer. Proof of certification must be submitted with bid.
2. Contractor must have a minimum of three (3) years' experience in applying urethane foam roofing systems. Applicator(s) and or sprayer(s) must have at least two (2) years' experience in the application of urethane foam coating. All other workers assigned to this project must be skilled and completely familiar with the manufacturer's products and currently recommended methods of installation. **A detailed listing of contractors' experience and knowledge level of the applicators and sprayers to be used must be submitted with the bid.**
3. The contractor must have a minimum experience of three (3) projects of similar size and complexity that have been completed within the last two (2) years. Contractor shall provide a listing to include customer name, project description and telephone number. **This listing of previous clients must be submitted with the bid.**

#### **B. SUBMITTALS**

1. Product Information: Complete specifications and descriptive data of roofing system and method of installation **must be submitted with bid.**
2. Samples: A sample of the exact thickness and actual materials to be used **must be submitted with bid.** This sample will be utilized as a basis for final acceptance of the roof surface texture.

#### **C. SURFACE PREPARATION**

1. Contractor shall remove the existing ballast and EPDM membrane roof down to the roof decking. Ballast shall be delivered to a location designated by the S.C.S.
2. Fiber Board underlayment shall be ½ inch minimum thickness, shall meet ASTM specifications C208-72, and shall be high-density roof insulation board.

3. Fasteners for use on substrate shall be Olympic NTB insulation fasteners or equivalent with three (3) inch diameter galvanized plates. Prior to installation, contractor shall contact fastener manufacturer to perform a pull test to determine pull values.
4. Contractor shall mechanically fasten underlayment sheets to the deck using the number of fasteners per 4X8 sheet that meet with manufacturer's approval and recommendations.
5. All underlayment installed on a given day must be foamed that same day to prevent rain from wetting edges and infiltrating materials.
6. Contractor shall remove all membrane roofing from vertical walls and penetrations. Contractor shall prime the exposed vertical surface per manufacturer's recommendations before foam is applied.
7. Contractor shall raise curb as necessary to receive the new foam roof. All roof curbs and penetrations shall be a minimum of four (4) inches above the roof surface.
8. Contractor shall rework the existing roof drains to receive the new foam roofing application.
9. Contractor shall provide pricing in the bid for removal and replacement of insulation that, upon inspection, is found to be wet and/or decking that is found to be bad.
10. Contractor will leave in place and reuse the existing metal edge details as part of the new roof system.
11. Contractor shall provide pricing per foot in the bid for replacing the edge metals if damaged or non-reusable.

#### **D. PRODUCT DELIVERY AND STORAGE**

1. All materials must arrive on the job site in unopened containers properly labeled with the manufacturer's name and product identification. Contractor shall notify **Earl McCray, Director of Operations, Maintenance, and Transportation, at [emccray@staunton.k12.va.us](mailto:emccray@staunton.k12.va.us)**, at least 24 hours prior to delivery.
2. Documentation shall be provided to ensure that materials have been manufactured within the time limits required by the manufacturer for the recommended shelf life of each product.
3. Materials shall be stored out of the weather and in their original, tightly sealed containers or unopened packages. Warning signs shall be located on and around the storage area to deter disturbance of materials.

#### **E. JOB SITE CONDITIONS**

1. The contractor shall be responsible for protecting all persons and objects from any over-spray associated with the application process and will be responsible for all damages to public or private property.
2. Contractor shall provide masking at all wall flashing and equipment to provide a neat termination of foam and coating.

3. Safety Data Sheets for all chemicals and materials shall be filed with Earl McCray, the Director of Operations, Maintenance, and Transportation for Staunton City Schools, prior to delivery to the job site.
4. Contractor shall set up warning lines/flags around staging area to ensure no unauthorized personnel accidentally enters the staging area.

#### **F. WARRANTY**

The submitted bid shall clearly state the terms and conditions of the warranty of materials and/or labor. Upon completion of work, and as a condition of its acceptance, the contractor shall deliver to the owner a written Warranty for Labor and Material signed by the roofing materials manufacturer warranting that the installed roofing will remain intact and free from leaks for the period of the of warranty specified in the bid. The warranty shall include repair and/or replacement at no cost to the owner and shall not be limited to the original cost of the roof system.

#### **G. PRODUCT SPECIFICATIONS**

##### **1. Urethane Foam:**

- a. The type of urethane foam to be utilized shall be approved for use in a warranted roofing system and clearly specified in the bid. The nominal density of the foam shall be no less than 3.0-pounds/cubic foot.
- b. Compressive strength of foam shall be not less than 40 psi when measured parallel to rise. The urethane foam shall possess sufficient strength to resist or withstand the normal stresses imposed from both internal and external sources.
- c. The roofing system (foam and coating) shall represent no fire hazard either to the occupants or contents of the building or to adjacent structures. The roofing shall not be susceptible to ignition from sparks or firebrands.
- d. The roof system shall have an Underwriters' Laboratories' Class B rating.
- e. The urethane foam roofing system shall withstand anticipated wind loads without damage to the system.
- f. The foamed urethane shall evidence no signs of deterioration or loss in value of essential performance properties, e.g., thermal conductivity, strength, etc. when exposed to water.
- g. The urethane foam and protective coating shall resist impact from foot traffic and falling objects.
- h. The urethane foam roofing system shall not exhibit movements under service conditions of moisture and temperature changes so large as to inhibit the performance of the total system.

##### **2. Silicone Coating:**

- a. The silicone coating will be a product proven through actual roof performance for a period of time equal to or longer than the terms of the requested warranty.
- b. The silicone rubber coating shall consist of a minimum two (2) coats of a chemically cured, liquid-applied material, which will cure to a silicone rubber

membrane. The two coats shall be of contrasting color, but all coats shall have the same properties.

- c. The base coat shall be General Electric Silicone Weather Coating, SCM-3308 (Medium Gray), Dow Corning 3-5000, or an approved equal.
- d. The topcoat shall be General Electric Silicone Weather Coating, SCM-3304 (Light Gray), Dow Corning 3-5000, or an approved equal.
- e. The average two-coat thickness shall be 24 dry mils, 12 dry mils per coat. The minimum two-coat thickness shall be 20 dry mils.
- f. Coating shall extend so as to cover and seal coping/parapet wall top surfaces and shall extend at least 2 inches beyond foam on all standpipes and vertical surfaces to ensure a watertight seal.
- g. A granular treatment shall be applied to all surface coatings at a rate of 30/35 per square foot broadcast in the wet top-coat for proper granule adhesion.

### **3. Sealant and Primers:**

- a. Sealant shall be a silicone-based sealant such as Dow Corning 795 or like product. The color of this sealant, if exposed, shall closely match that of the topcoat.
- b. For BUR, concrete, wood, brick, metal (ferrous, not rusted) – option – shall be sealed as to manufacturer's recommendations. The primer must be approved by the silicone and polyurethane insulation manufacturer, such as water-based epoxy primer.

## **H. EXECUTION**

- 1. Work shall be performed in strict accordance with all manufacturers' specifications. All equipment used to apply the urethane foam or coating must be recommended or approved by the manufacturer and must be in good working order to ensure proper application of the selected product.
- 2. The contractor must make a careful and thorough inspection of the existing roof conditions prior to submitting bid. Contractor is responsible for all measurements.
- 3. **Preparation:**
  - a. All built-up roofing penetrations and flashing shall be carefully inspected for proper installation and security.
  - b. Roof shall be hydro-vacuumed to remove all loose dirt, dust, oils, grease, non-embedded gravel, or slag, etc. as may be necessary to ensure a strong bond between the materials applied and the existing roof.
  - c. Cut and patch all existing blisters, fish mouths, buckles, and punctures.
  - d. Repair or replace any loose base and counter flashing, gravel stops, drains, scuppers, etc. as required.
  - e. Properly secure any loose sections of the substrate or other items affecting the areas to be sprayed.
  - f. On any expansion or thermal cracks, center a 12-inch strip of coated base sheet over the fracture and set in plastic cement.

- g.** Install or extend aluminum foam stop where needed.
- h.** Clean out cracks between coping blocks on parapet walls and replace with silicone caulking prior to application of urethane foam or coating.
- i.** All wet insulation shall be removed and the surface clean and dry before product application.

#### 4. Application:

**a. Urethane foam:**

- i. A nominal 1.5" thickness of urethane foam shall be applied on roof section, sidewalls, parapets, and exposed edges, except where tapering is required to facilitate drainage. In addition, urethane foam shall be applied in a sufficient thickness where it is required to eliminate any ponding of water and provide positive pitch to drains.
- ii. Only the amount of foam that can be coated the same day shall be applied.
- iii. The polyurethane foam shall be terminated neatly above the finished roof surface and around all penetrations. Formed-in-place cants shall be applied to allow a smooth transition from the horizontal to vertical surface.
- iv. The finished foam surface shall be smooth and free of voids or crevices. Pitted or grooved surfaces will not be acceptable. Finished texture shall be as specified by the manufacturer.

**b. Silicone Coating:**

- i. Two (2) coats of silicone rubber coating shall be applied on top of all urethane foam. Each coat will have an average thickness of twelve (12) dry mils.
- ii. The application of the base coat shall be carried out the same day as the foam application unless prevented by adverse weather conditions, but in no case shall less than one (1) hour or more than twenty-four (24) hours elapse between application of the foam and application of the silicone base coat. If, due to weather conditions, the base coat is not applied within twenty-four hours the foam surface shall be inspected for rust or surface oxidation. If these are found, the foam surface shall be removed and reapplied. The foam surface shall be free of dust, dirt, and moisture before application of the base coat.
- iii. The topcoat shall be applied between one hour and thirty hours after application of the base coat. The base coat must be cured and free from dirt, dust and moisture before application of topcoat.
- iv. Each coat is to be sprayed at a 90-degree angle to the previous coat.

## 5. Field Quality Control and Environmental Conditions:

**a. Urethane Foam:**

- i. Neither the polyurethane foam nor the silicone coating shall be applied during periods of inclement weather i.e. (rain, snow, fog or mist).

- ii. Polyurethane foam shall not be applied when the substrate or ambient air temperature is below 50 degrees F. unless specifically approved in writing by the manufacturer.
- iii. The relative humidity must be no higher than 80 percent and the substrate must be completely dry.
- iv. The wind velocity during application should not exceed 15 mph to allow application of smooth foam with minimum over-spray.
- v. Application shall occur only when the building is not in-use. Arrangements must be made well in advance to close the building by contacting **Earl McCray, Director of Operations, Maintenance, and Transportation, at [emccray@staunton.k12.va.us](mailto:emccray@staunton.k12.va.us)**.

**b. Silicone Coating:**

- i. Taking slit samples and examining under magnification should check the cured dry film thickness of the finished 2-coat application.
- ii. The average dry mil thickness of the two (2) coats shall be no less than 24 mils.

**6. Cleaning:**

- a. Contractor shall broom clean roof daily.
- b. Surrounding site shall be kept clean of all debris caused by this project.
- c. Roof drains, gutters, and downspouts must be kept clean and free from debris and obstructions and must be functional during and upon completion of work each day.
- d. The contractor's job foreman shall be responsible for daily inspection of work area to ensure that no floatable trash or materials are left to clog drains and the work site is free of all trash or debris. Trash and debris must be removed daily or adequate storage containers must be used.
- e. Any damage to buildings, grounds, or equipment caused by the contractor shall be rectified at the contractor's expense and subject to the satisfaction Staunton City Schools prior to payment.
- f. Contractor shall clean up and haul away all gravel and other debris created by this job.
- g. Contractor shall ensure that no disturbance of asbestos-containing materials, which may be present in either of the roof sections in question, shall occur. Contractor further affirms understanding that AHERA regulations of the Federal Government and the Commonwealth of Virginia prohibit the disturbance of such asbestos-containing materials without adherence to certain specific regulations regarding handling and disposing of such materials. A complete asbestos report on the building will be supplied to the successful contractor upon request.
- h. Contractor will remove all job-related debris and surplus materials and leave the premises in a neat and orderly condition after all work is completed,

- i. Contractor shall remove and dispose of the existing rubber membrane. S.C.S. may choose to keep the rubber membrane.
  - j. Contractor shall mask all roof top mechanical equipment, piping, vents, etc. prior to foaming.
- 7. Safety Requirements:**
- a. Proper safety precautions shall be followed throughout the entire roofing operation. OSHA and local regulations shall be strictly followed. Refer to the product's Safety Data Sheets, on site, for specific safety information on handling and working with all materials.
  - b. Fire extinguishers must be on site and readily available during product application. The project superintendent will be OSHA 30 hour trained in Construction & Health.
  - c. The new roof system will be fire rated class "A" per UL 790

**I. PRIOR NOTIFICATION**

Contractor shall notify **Earl McCray, Director of Operations, Maintenance, and Transportation**, at [emccray@staunton.k12.va.us](mailto:emccray@staunton.k12.va.us) at least 3 DAYS prior to commencing work.

**J. NOTIFICATION OF SUBCONTRACTORS AND SUPPLIERS**

The bidder warrants that all subcontractors and suppliers of materials shall have been advised of and shall have agreed to conform to these specifications prior to beginning work.

**K. GENERAL REQUIREMENTS**

1. Contractor shall provide specific environmental requirements, if any, which S.C.S. will need to meet prior to starting the work, e.g., power or space needs which S.C.S. must provide to conform with the manufacturer's recommended requirements for the system.
2. During the course of the work, the contractor shall cause as little inconvenience as possible to Staunton City Schools and will maintain the work site free from any conditions that may result in danger or nuisance to employees and students or their daily work schedule.
3. **Payment:** Appropriate School personnel will make payment for all completed work only after final approval and acceptability of the work completed.
4. **Tax Exemption:** A tax-exempt certificate for Staunton City Schools will be provided to the successful contractor.
5. **Performance and Payment Bonds:** Successful contractor agrees to provide a performance bond (Attachment B) and a payment bond (Attachment C) for any contract signed which exceeds \$50,000.
6. **Warranty:** The Contractor shall offer S.C.S. a manufacturer's warranty upon final completion of the project.
7. **Equipment:** All equipment including, but not limited to, scaffolding, lifts and ladders and all other necessary equipment shall be provided by the successful

contractor, at their cost, and must meet all applicable OSHA, local, state and federal safety codes.

8. **Existing Utility Lines:** The Contractor shall not disturb or damage any existing utility lines found above or below ground whether shown on the Plans or not. If during the course of the work any disturbance, or breakage should occur, the Contractor shall replace, at his own expense, the affected utility lines to the satisfaction of S.C.S. and the proper utility company. The Contractor shall bear full responsibility for any damage to life and/or property incurred as a result of such disturbance or damage to existing utility lines. Special attention should be paid to the Code of Virginia, Sections 59.1-406 - 59.1-414 - "Overhead High Voltage Line Safety Act".
9. **Permits:** Any required City permits must be obtained by the contractor but will be provided at no cost. 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.
10. **Insurance:** Contractor agrees to provide Staunton City Schools a copy of their General Liability, Vehicle Liability, and Worker's Compensation Insurance prior to beginning work. Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 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 SCS as an additional insured.
11. **Hold Harmless:** The Contractor shall hold harmless the Board, its members of Council, officers, directors, agent and employees, against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney and other professional and non-professional fees) arising out of, or resulting from any and all injuries to persons or damage to property by reason of services performed hereunder or intentional negligence acts or omissions arising out of, or resulting from Contractor, its employees, agents or sub-consultants, including any independent contractors. This provision shall survive the completion of all work.
12. **Drug Free Workplace:** During the performance of this contract, the contractor agrees to:
  - a. provide a drug-free workplace for the contractor's employees;
  - b. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - c. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
  - d. 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.

**13. Non-Discrimination:**

- a. During the performance of this contract, the contractor agrees as follows:
  - i. 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.
  - ii. 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.
  - iii. 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.
- b. The contractor will include the provisions of the foregoing paragraphs i, ii and iii in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**14. Immigration Reform and Control Act Of 1986:** 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)

**15. Forum Selection:** 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.

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

**17. Cooperative Procurement:** 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.

**18. State Corporation Commission Number:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror 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). Any bidder or offeror 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 or offeror is not required to be so authorized.

- 19. Certification of Crimes Against Children:** The Contractor shall certify that Contractor, Contractor's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as (Attachment D) and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Staunton City Schools shall not be liable for materially false statements regarding the certifications required under the Contract.

- 20. Certification of Interest & Relationships with City of Staunton, Staunton City Council, School Board, and Staunton Public School Employees:** 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. In accordance with this paragraph, Contractor shall execute the certification attached hereto as (Attachment E) and submit the certification contemporaneously with the executed Contract.

## ATTACHMENT A

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held  
and firmly bound unto \_\_\_\_\_ as Owner in  
the penal sum of \_\_\_\_\_ for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our  
heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_ 2019

The condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain bid attached  
hereto and hereby made a part of hereof to enter into a contract in writing, for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,  
and such of them as are corporations have caused their corporate seals to be hereto affixed and  
these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Seal

**ATTACHMENT B**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and \_\_\_\_\_  
\_\_\_\_\_  
(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Name and Address of Owner)

as Obligee in the amount of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
(Insert sum equal to contract price in both words and figures)

for the payment where of Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 2019,  
entered into a Contract with Owner for:

\_\_\_\_\_  
\_\_\_\_\_  
Staunton, Virginia  
(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in strict conformity with the Drawings, Specifications and Contract Documents, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect for one (1) year after completion of all work:

- a. The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- b. Any suit under this bond must be instituted, (1) before the expiration of one (1) year after completion of the Contract including the expiration of all warranties and guarantees, or (2) before the expiration of one (1) year after a defect or breach of warranty is discovered, if the action be for such.
- c. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of Owner and every action brought hereon shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019

In the presence of:

\_\_\_\_\_(SEAL)  
PRINCIPAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY TITLE

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY TITLE

Surety: (Attach power of attorney)

CONTRACTOR'S PERFORMANCE BOND  
Project: \_\_\_\_\_

## ATTACHMENT C

### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_

\_\_\_\_\_

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and \_\_\_\_\_

\_\_\_\_\_

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Insert full name or legal title and address of Owner)

as Oblige for the use and benefit of claimants as herein below defined in the amount of: \_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_).

(Insert sum equal to contract price in both words and figures)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 2019,  
entered into a Contract with Owner for:

\_\_\_\_\_

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by: \_\_\_\_\_

\_\_\_\_\_

(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonable required for use in the performance of the Contract, then this obligation shall be void. Otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- a. A Claimant is defined as one having a direct contract with the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- b. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work of labor was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- c. Any suit or action hereunder by any claimant:
  1. Shall not be commenced after the expiration of one (1) year following the date on which the claimant last performed labor or last supplied materials.
  2. Shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
in the presence of:

\_\_\_\_\_(SEAL)  
PRINCIPAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY TITLE  
\_\_\_\_\_(SEAL)  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY TITLE

Surety:  
(Attach power of attorney)

CONTRACTOR'S LABOR AND MATERIAL  
PAYMENT BOND  
Project\_\_\_\_\_

## **ATTACHMENT D**

### **CERTIFICATION REGARDING CONTACT WITH CHILDREN**

Contractor acknowledges that, to the extent the implementation of this contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Staunton City Schools' students, the Contractor hereby certifies, and is deemed to be continuously certifying, that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted or charged with a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Staunton City Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

It is certified, now and on a continuous basis, that none of our directors, members, officers and none of our employees, or any person on our behalf who will have direct contact with students under this contract, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

---

Contractor

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



## ATTACHMENT E

### CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD AND STAUNTON PUBLIC SCHOOL EMPLOYEES

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain 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 (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

- ☐ Neither Contractor nor any of its officers, directors, or executive employees maintain 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.
- ☐ The following individuals currently maintain a **financial** relationship with Contractor.

**City Employee's Name:** \_\_\_\_\_

**Position with City:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

- ☐ The following individuals currently maintain a **familial** relationship with Contractor.

**City Employee's Name:** \_\_\_\_\_

**Position with City:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



AERIAL VIEW OF SHELBURNE MIDDLE SCHOOL





**AERIAL VIEW OF SHELBURNE MIDDLE SCHOOL**  
**With Highlighted Roof Section to be Treated**  
**(Estimated 36,692 Square Feet)**

