



**CITY OF HARRISONBURG  
DEPARTMENT OF FINANCE  
AND PURCHASING  
409 SOUTH MAIN STREET,  
THIRD FLOOR  
HARRISONBURG, VA 22801**

**INVITATION TO BID (ITB) COVER PAGE**

<b>ISSUE DATE:</b> June 1, 2016	<b>INVITATION TO BID NUMBER:</b> 2016041-CM-B	<b>FOR:</b> Farmer's Market Restroom Renovation
<b>DEPARTMENT:</b> City Manager's Office	<b>DATE/TIME OF CLOSING:</b> June 30, 2016 at 3:00pm local time	<b>CONTRACT ADMINISTRATOR:</b> Ande Banks, Asst. to the City Manager
<b>DATE/TIME LAST DAY FOR QUESTIONS:</b> June 23, 2016 at 12:00pm (noon) local time	<b>DATE/TIME PRE-BID MEETING:</b> June 15, 2016 at 10:00am local time	<b>PRE-BID MEETING MANDATORY:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

**Bids** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that this entire ITB and any addenda shall constitute a contract.

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 409 South Main Street, Third Floor, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

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

VENDOR INFORMATION

Name of Vendor: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
 Address: \_\_\_\_\_ Federal Employer Identification #: \_\_\_\_\_  
 \_\_\_\_\_ State Corporation Commission #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Contact Email Address: \_\_\_\_\_

**By signing this bid, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this ITB.**

\_\_\_\_\_  
**VENDOR'S LEGALLY AUTHORIZED SIGNATURE** **DATE**  
 \_\_\_\_\_  
**PRINT NAME** **TITLE**

Please take a moment to let us know how you found out about this Invitation to Bid (ITB) – Check one:  
 City of Harrisonburg Website  eVA Website  Bid Room (Please List) \_\_\_\_\_  
 The Daily News Record Newspaper  Notified by City Directly  Other (Please List) \_\_\_\_\_

***\*This document must be completed & returned with bid submission.***

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## **1.0 INTRODUCTION**

The purpose of this Invitation to Bid (ITB) by the City of Harrisonburg, Virginia (City) is to solicit sealed bids from interested and qualified contractors (Bidder) to renovate an old office space in the City Municipal Building into restrooms for the Harrisonburg Farmer's Market per the attached Drawings and Specifications. The City Municipal Building is located at 345 South Main Street, Harrisonburg, Virginia 22801.

## **2.0 BACKGROUND**

The City of Harrisonburg is an independent city located in the central Shenandoah Valley region of Virginia. It is the county seat of Rockingham County and encompasses 17.3 square miles, serving a population of approximately 53,000. Harrisonburg is located right along Interstate 81 and is only two hours away from both Richmond, Virginia and Washington, D.C. Harrisonburg is home to two university campuses – James Madison University and Eastern Mennonite University – as well as numerous other businesses, non-profit organizations and a vibrant downtown. The City Manager oversees the delivery of public services through the city departments. The City of Harrisonburg manages a workforce of approximately 790 employees responsible for providing government services to our citizens. Each city department then has a role in how services are provided to the citizens.

## **3.0 SPECIFICATIONS**

### **3.1. SPECIFICATIONS**

The specifications will be a part of the drawings.

### **3.2. DRAWINGS**

The drawings will be posted in PDF format separate from this ITB document. Contractors and subcontractors are responsible for downloading the drawings from the City's website ([www.harrisonburgva.gov/bids-proposals](http://www.harrisonburgva.gov/bids-proposals)) or eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)).

Drawings that have been revised following the pre-proposal meeting will be posted by issuing an addendum and it is the Contractor's and subcontractor's responsibility to ensure they have the latest version of the drawings for their use.

### **3.3. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall provide all labor, materials, equipment, supervision, documentation and disposal necessary to:

- 3.1.1. Renovate an old office space to two (2) restrooms and one (1) office in the City Municipal Building per the attached drawings and specifications on the drawings.
- 3.1.2. Provide a certified contractor to complete the abatement of the renovated space. The asbestos survey has been completed for the space and is provided in Attachment J.
- 3.1.3. Provide the safe and effective execution of the work. Bids are to be inclusive of all cost associated with the work including any business or professional licenses, permits or fees required for this project.
- 3.1.4. Substantially complete the project no later than 90 days after the contract award date. Contractors' hours of work shall be Monday-Friday between 7:00am-5:00pm. Additional work hours may be granted at the sole discretion of the Facilities Manager.

### **3.4. INTENT OF DRAWINGS & SPECIFICATIONS**

- 3.4.1. The drawings are diagrammatic intending to show general runs and locations of piping, wiring, equipment and specialties, and not necessarily showing all required offsets, etc.

Carefully study the various items and make such adjustments in exact routing as may be necessary to fit into space available and to avoid conflicts with other trades. The drawings shall be accurately followed where they are definite and provided such procedure causes no objectionable conditions or does not conflict with other trades. If the drawings are not clear regarding location, arrangement, etc., of all piping and equipment, obtain additional information from project manager before proceeding.

- 3.4.2. These specifications are intended to complement the drawings. Any conflict between drawings and specifications shall be brought to the attention of the Project Manager. The Contractor has the ultimate responsibility for ensuring safe, adequate, and proper installation of all equipment and materials as necessary to meet existing site conditions and compliance with the latest edition of the Virginia Uniform Statewide Building Code.
- 3.4.3. All equipment and material shall conform to the standards of Underwriters Laboratory (UL), and bear the appropriate label.
- 3.4.4. General contractor or primary contractor shall provide all subcontractors with drawings and specifications at no expense to the City. Drawings and specifications shall be maintained on site for the duration of the project. Subcontractors that do not have a complete set of drawings and specifications shall be directed to leave the work site until the appropriate documents are secured.

### **3.5. PRODUCT SUBMITTALS**

- 3.5.1. Product submittals or manufacturer's descriptive data shall be submitted to the Project Manager within ten (10) working days of receipt of contract for approval of product, if product is proposed as specified.
- 3.5.2. When contractor chooses to substitute an "or equivalent" product, product submittal shall be submitted as a question prior to the deadline for questions to be received during the bidding period. Approval or denial of the requested product shall be given in the form of an addendum prior to bid closing date and time.
- 3.5.3. Submittals shall include, but not be limited to, the items of equipment listed below. Project Manager reserves the right to request additional information. Provide two (2) hard copies of submittals to be retained by the project manager.
  - i. Electrical equipment, i.e., Lighting fixtures, lighting switches, receptacles and other equipment related to the electrical trade.
  - ii. Mechanical equipment, i.e., Exhaust fans, Split Systems, ductwork and accessories, and all other equipment related to the mechanical trade.
  - iii. Plumbing equipment i.e., water heaters, water closets, water fountains, and all other plumbing fixtures and equipment related to the plumbing trade.
  - iv. All other submittals should include but not limited to: toilet partitions, doors, door hardware, paint color, concrete, etc
- 3.5.4. The Project Manager will notify the Contractor if any submittal is rejected or requires modification.

### **3.6. ADDITIONAL REQUIREMENTS**

#### **3.6.1. SUPERINTENDENCE BY CONTRACTOR**

- i. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

- ii. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
- iii. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

### 3.6.2. INSPECTION

All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.

### 3.6.3. WORKMANSHIP

All work shall be completed in a neat and workman like fashion to applicable industry standards. Quality of work shall be no less than that required of a master level craftsman. All substandard work will be corrected by contractor at no cost to the City of Harrisonburg.

### 3.6.4. GENERAL CONDITIONS

- i. Contractor shall adhere to all Federal and State building codes, regulations, safety codes and other rules pertaining to the work described in these drawings and/or specifications.
- ii. General or primary contractor shall employ subcontractors actively engaged in the appropriate trade. The sub-contractors shall have sufficient experience in commercial construction practices to complete the project satisfactorily. The general contractor shall not attempt portions of project such as mechanical, plumbing or electrical unless he has qualified technicians in his employ.
- iii. Mechanical and electrical contractors shall have at least one certified journeyman level technician on the job site at all times.
- iv. Project Manager reserves the right to reject any subcontractor that the general/primary contractor proposes to use for this project.
- v. All work performed under this contract shall be in accordance with the latest adopted edition of The Virginia Uniform State Building Code. Additionally, contractor and sub-contractor shall adhere to all federal and Commonwealth of Virginia Safety and Environmental rules, regulations and laws.
- vi. All accidents and emergencies shall be immediately reported to the project manager.
- vii. Drawings and specifications covering this project shall be studied and arrangements made to avoid conflicts so that the entire system will be installed in the best interests of the City of Harrisonburg.
- viii. All materials and equipment used in this project shall be new and free from defects and shall be installed in accordance with manufacturer's

recommendations. Utilize existing fixtures, piping, etc., only where specifically noted on the drawings.

- ix. Work shall be carefully laid out in advance by arranging items such as openings, and inserts, without unnecessary cutting of the existing walls. Any damage done to the existing walls by the contractor's failure to provide necessary openings, and inserts in advance, shall be repaired and made good at the contractor's expense. Completed project shall be uniform in appearance without showing patching. No cutting of the existing structure shall be done without the project manager's approval, in writing or as indicated on the drawings. Clean up any debris created during the cutting and patching operation.
- x. Provide constant protection against rain, wind, cold, or heat so as to maintain existing facilities, new work, materials and apparatus free from damage.
- xi. All contractors shall contact project manager before beginning work onsite for the first time.

### 3.6.5. HAZARDOUS OR RESTRICTED MATERIALS

Collection and disposal shall be the responsibility of the contractor. Contractor shall comply with all VOSHA, EPA, DEQ and DOT regulations with regard to collection, classification, transport and disposal. Proper documentation shall be forwarded to the project manager prior to issue of final payment.

### 3.6.6. EXCAVATION

- i. No digging, boring, or post driving is allowed within the City of Harrisonburg right of way without a permit from the City Engineer's Office. The Permit(s) must be available for inspection at the job site. Failure to comply with these requirements will result in work shutdown, repair of damages by the contractor, and may result in a fine, contract termination, and/or default. Contractor will be responsible for repairing damage to identified utilities. Repairs will be completed same day damage occurs. Call the project manager for details. Contractor shall be responsible for notifying Miss Utility to locate utilities.
- ii. The limits of all areas to be excavated must be outlined in white paint by the contractor requesting utility location services.

### 3.6.7. SITE CLEAN-UP

- i. For the intent of this document "frequently" shall be defined as "daily".
- ii. All demolition materials (including hazardous waste, if any) shall be disposed of in accordance with all applicable Federal, State and Local requirements.
- iii. When working in finished and occupied areas, protect the finished area so no damage is incurred.
- iv. At the end of the project, the entire construction site shall be cleaned to the project manager standards and be ready for occupancy by the City of Harrisonburg prior to final payment.

### 3.6.8. COMPLETION PROCEDURE

- i. When the work on the entire project has been completed and is ready for final review, a visit will be made by the project manager. At this time, the requirements of the contract shall be demonstrated to indicate that it has been carried out; the installation has been adjusted, and operated in accordance therewith.
- ii. Contractor shall provide the project manager with an as-built, marked up copy of

- all drawings.
- iii. Contractor shall provide the project manager with a written certification that all materials and equipment installed under this contract are asbestos-free.
  - iv. Contractor shall provide the project manager with a written guaranty or warranty for the entire work of this contract against defective materials, workmanship and performance for a period of one year from the date of acceptance of the installation. Contractor hereby agrees to furnish, without cost to the City, all transportation both ways for replacement of all parts and materials which are found to be defective during the guarantee period. The standard warranty of the manufacturer will be acceptable, provided it meets or exceeds these requirements.

### **3.8. BID ALTERNATES**

- 3.8.1.** Alternate #1: Scrape and paint nineteen (19) windows and associated trim of the old Municipal Building that are located in the atrium of the New City Hall. The windows will be shown to the bidders during the pre-bid meeting. Add the cost to complete these as a bid alternate on Attachment H.
- 3.8.2.** Alternate #2: Replace full size louver with a 12” louver and a window below per the sketch. (Note: The sketch is not currently attached to this ITB but will be released at a later date as part of an addendum.) Add the cost to complete these as a bid alternate on Attachment H.

### **4.0 NON-MANDATORY PRE-BID MEETING**

A non-mandatory pre-bid meeting will be held on **June 15, 2016 at 10:00 am local time** at the City Hall Building, located at 409 South Main Street, Rooms 011 & 012, Harrisonburg, Virginia 22801. Site tours will be held so please allow enough time in your schedule to tour the location. The tour will be conducted by the Project Manager and Team. Vendors are encouraged to bring a copy of the ITB document, drawings and any questions they may have related to such. A list of questions and answers will be generated from the meeting along with the sign-in sheet(s) and will be posted as an addendum on the City’s website ([www.harrisonburgva.gov/bids-proposals](http://www.harrisonburgva.gov/bids-proposals)) and also on eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)).

### **5.0 GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JAN. 2016)**

Bidders shall review and take into consideration all aspects of the City’s General Terms and Conditions listed in Attachment A.

### **6.0 INSTRUCTIONS TO BIDDERS**

All bids must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Bid: Restroom Renovation ITB#: 2016041-CM-B**”. Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making bid to the City shall be borne by the bidder.

Bidders shall provide three (3) identical paper copies and one (1) identical electronic copy (on CD or thumb drive) of the bid documents.

Bid documents shall be mailed or hand-delivered to the **Purchasing Office located at 409 South Main Street, Third Floor, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm, except City holidays ([www.harrisonburgva.gov/city-holidays](http://www.harrisonburgva.gov/city-holidays)). Faxed or emailed bids will not be accepted. Bids shall be received by the Purchasing Office no later than **June 30, 2016 at 3:00pm local time**. Any bids received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The bidder has the sole

responsibility to have the bid received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

All documents contained within the bid submission shall be completed in their entirety and signed and dated where required.

## **7.0 QUESTIONS**

Questions related to the ITB or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email ([Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov)) or by fax (540-432-7779). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at [www.harrisonburgva.gov/bids-proposals](http://www.harrisonburgva.gov/bids-proposals) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). All questions must be received no later than **June 23, 2016 at 12:00pm (noon), local time.** It is the responsibility of all Bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission.

## **8.0 AWARD OF CONTRACT**

The contract will be awarded to the lowest responsive and responsible bidder meeting the applicable specifications. City will award the contract based on the Lump Sum Base Bid (Attachment H). The City reserves the right to reject any and all bids and will further reserve the right to waive or not waive any informality in any bid. The City reserves the right to ask for additional information from the vendor to determine whether a company is responsible. The winning bidder shall submit a recent W-9 to the City Purchasing Office via email ([Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov)) or fax (540-432-7779) within fourteen (14) calendar days of contract award.

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

Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.

Facilities Manager, Adam Wright, shall be the Project Manager and primary contact person for all issues regarding the contract after the contract has been awarded.

## **9.0 CONTRACT TERM**

The contract term shall be from the date of the Notice of Award through completion of work. **Work shall be completed within ninety (90) calendar days after the date of Notice of Award.**

## **10.0 PAYMENT TERMS**

Contractor shall submit invoices to the Contract Administrator on a monthly basis. City will pay for work that has been completed during that thirty (30) day period. City will withhold a 5% retainage from payments which will be released once the punch list items have been completed by the Contractor to the City's satisfaction.

**GENERAL TERMS AND CONDITIONS OF THE CITY OF HARRISONBURG, VA**

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the City of Harrisonburg unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the City is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the City, the VPPA Virginia Code sections take precedence.

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**DEFINITIONS**

- ADDENDUM/ADDENDA:** Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.
- BID:** The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
- BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the City.
- COLLUSION:** A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.
- CONFLICT OF INTEREST:** An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the City.
- CONTRACTOR:** The entity that has a direct contract with the City to furnish goods, services or construction for a certain price.
- CITY or OWNER:** City of Harrisonburg, Virginia.
- DAY(S):** Defined as calendar days unless otherwise specified as business days.
- INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- INVITATION TO BID (ITB):** A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia). **2.2-4301**

**PROPOSAL:** The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

**PURCHASING AGENT:** The individual employed and given authority by the Harrisonburg City Council by adoption of the City of Harrisonburg Purchasing and Contracting Policy Manual. Purchasing Agent may also be referred to as Procurement Manager.

**REQUEST FOR PROPOSAL (RFP):** A formal request for a proposal from prospective offerors which will indicate the general terms which are sought to be procured from the offeror and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.

**SOLICITATION:** A formal document issued by the City with the intent to purchase goods, services or construction. Can be either an Invitation To Bid or a Request For Proposal.

**SWAM:** Small, Women, and Minority-owned businesses.

**SUBCONTRACTOR:** A business entity that has a contract to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

### **CONDITIONS OF BIDDING**

**BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/proposal prices in US dollars.

**BID/PROPOSAL ACCEPTANCE PERIOD:** Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

**CANCELLATION OF SOLICITATIONS:** **2.2-4319** An ITB, RFP or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

**CITY HALL CLOSURE:** If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bid/proposal will be accepted and opened on the next business day of the City, at the original scheduled hour.

**CLARIFICATION of TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

**CONFLICT OF INTEREST/COLLUSION:** Contractor certifies by signing their bid/proposal submission to the City, that no conflict of interest or collusion exists between the Contractor and City that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the City.

**DEBARMENT STATUS:** By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the Commonwealth of Virginia.

**DISCRIMINATION PROHIBITED:** **2.2-4310** In the solicitation or awarding of a contract the City shall not discriminate against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of SWAM and Veteran-Owned businesses (as defined in 2.2-4310(F) in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of SWAM/Veteran-Owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

**ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

**ETHICS IN PUBLIC CONTRACTING: 2.2-4371** By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**EXCUSABLE DELAY:** The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

**LICENSES, PERMITS and FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the City a copy of their City Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Harrisonburg Commissioner of the Revenue's office at 540-432-7704. The bidder/offeror must have all necessary licenses to perform the services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.

**MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs:** Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/proposal which has been modified. As a precondition to its acceptance of an ITB response, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

**MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330**

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

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. 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.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.
8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

**PUBLIC INSPECTION OF CERTAIN RECORDS: 2.2-4342** Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

**REVISIONS to the OFFICIAL ITB/RFP:** No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. The official solicitation document and the Addenda(um) are the documents posted on the City of Harrisonburg's web site, [www.harrisonburgva.gov/bids-proposals](http://www.harrisonburgva.gov/bids-proposals). Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror by the City of Harrisonburg.

**TAXES:** Sales to the City of Harrisonburg are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The City may also be exempt from other taxes and fees.

## **AWARD**

### **CONTRACT AWARD**

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The City reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The City's decision shall be final. The City reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the City to be in its best interest. Delivery time lines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in **2.2-4302.2 A 4**.

The City reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the City to be in its best interest.

**NEGOTIATION WITH THE LOWEST BIDDER: 2.2-4318** Unless all bids are canceled or rejected, the City reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds for the project. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the City wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

**PRECEDENCE of TERMS:** General Terms and Conditions shall apply in all instances with the exceptions for projects funded by the Federal Highway Administration (FHWA) and by the Federal Transportation Administration (FTA). In the event there is a conflict between the General Terms and Conditions and any Federal, Special, Standard, or Supplementary Terms and Conditions in this solicitation, the Federal, Special, Standard, or Supplementary Terms and Conditions shall apply.

**QUALIFICATIONS of BIDDERS/OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the responsibility and ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror 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/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The City further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**SELECTION PROCESS/NOTICE OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing office will publicly post such notice and/or will notify all responsive bidders/offerors. The City posts all Notice of Awards on its website at [www.harrisonburgva.gov/bids-proposals-award-notifications](http://www.harrisonburgva.gov/bids-proposals-award-notifications) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov).

## **CONTRACT PROVISIONS**

**ANTI-DISCRIMINATION: 2.2-4311** By submitting their bids/proposals, bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment

Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**ANTITRUST:** 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.

**APPLICABLE LAWS and COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Rockingham County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ASSIGNMENT of CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

**CHANGES to the CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Harrisonburg City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer). **2.2-4309**
3. The Procurement Manager (or City delegated agent) may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes

Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

**CONTRACT EXECUTION:** Per City Code (Sec 3-1-2, 3-1-1), the City Manager and the Deputy City Manager shall have authority to execute all contracts and agreements on behalf of the City except as otherwise directed by the Harrisonburg City Council in specific instances.

**CONTRACTUAL DISPUTES:** Contractual claim procedures shall be as per Code of VA **2.2-4363**.

**COOPERATIVE PROCUREMENT:** **2.2-4304** Except as prohibited by the current Code of Virginia 2.2-4304, all resultant contracts will be extended, with the authorization of the contractor, to other public bodies to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The City acts only as the "Contracting Officer" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. The City shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

**DRUG-FREE WORKPLACE:** **2.2-4312** During the performance of this contract, the contractor agrees to: (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) 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 (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**IMMIGRATION REFORM and CONTROL ACT OF 1986:** **2.2-4311.1** By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with **2.2-4332** and **65.2-800** et seq. of the Code of Virginia. The bidder/offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**LIABILITY AND LITIGATION:** 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.

**NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**PAYMENT: 2.2-4352 – 2.2-4354**

1. To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

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. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

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 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 the City of its prompt payment obligations with respect to those charges which are not in dispute (**2.2.4363**).

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or;

Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor 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 contractor that remain unpaid seven (7) days following receipt of payment from the City, 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 contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

**SAFETY and OSHA STANDARDS:** 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.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia **2.2-4311.2** subsection B, a bidder/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/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any

bidder/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/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

**TERMINATION:** Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.
2. **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the Harrisonburg 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.

### **SPECIFICATIONS**

**CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, latest edition/model in first class condition.

**FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

**USE OF BRAND NAMES: 2.2-4315** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

### **DELIVERY**

**DEFECTS OR IMPROPRIETIES:** In instances where there is a defect or impropriety in an invoice or in the goods or services received, the City shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

**TESTING AND INSPECTION: 2.2-4302.1** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the City, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the City.

**TRANSPORTATION AND PACKAGING:** All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.



**ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM**

Name of Firm/Bidder: \_\_\_\_\_

Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the bid in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder refuses to withdraw such a classification designation, the Bid will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.

**Note: If proprietary/confidential information is identified, Bidder is required to submit a redacted copy of their bid in addition to the required number of bid copies requested.**

***\*This document must be completed & returned with bid submission.***



**ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM**

**Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel 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. **Attach opinion of legal counsel to this form.**

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
*(Print)*

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

**Name of Firm:** \_\_\_\_\_

***\*This document must be completed & returned with bid submission.***



## ATTACHMENT D. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidder's corporation with authority to sign on its behalf;
- (2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

CITY / COUNTY OF \_\_\_\_\_,

STATE OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public, do certify

that \_\_\_\_\_ whose name is signed to

the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

***\*This document must be completed & returned with bid submission.***



**ATTACHMENT E. CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT ITB**

This Contract entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and the City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Invitation to Bid (no revisions by the Contractor)

dated: \_\_\_\_\_

If applicable, any Official City Addenda:

#1, dated: \_\_\_\_\_

- (3) The Contractor’s Bid response dated \_\_\_\_\_ and the negotiated modifications (if applicable) to the Bid, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG (OWNER):

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

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

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

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

*\*Note: This form is just for reference and is NOT required to be submitted with your bid submission.*





## ATTACHMENT G. SPECIFICATIONS & DRAWINGS

*Note: All specifications and drawings will be posted to the City's website and eVA in PDF document format and will be posted separately from this PDF document. There are a total of six (6) separate PDF documents that make up this section: (1) Structural Set, (2) Architectural Set, (3) Civil Set, (4) Electrical Set, (5) Mechanical Set and (6) Plumbing Set. Please be sure you have all of the specifications and drawings listed above.*



**ATTACHMENT H. BID FORM**

Proposal of \_\_\_\_\_ (Hereinafter called "Bidder"), organized and existing under the laws of the State of Virginia as a business herein makes a proposal to the City of Harrisonburg as stated below:

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder agrees to provide all labor, equipment, and related supplies at the total price below.

**A. Lump Sum Base Bid (No Alternates)**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
*(Written)* *(Numerical)*

**B. Bid Alternates**

1. Alternate #1 – Scrap & repaint 19 windows (*Section 3.8*)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
*(Written)* *(Numerical)*

2. Alternate #2 – Replace louvers & add window (*Section 3.8*)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
*(Written)* *(Numerical)*

***By signing below, I affirm that all product(s) priced above meet or exceed the minimum specifications required and specified within the ITB document.***

\_\_\_\_\_  
Signature of Authorized Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Bidder

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

***\*This document must be completed & returned with bid submission.***



**ATTACHMENT I. REFERENCES LIST**

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

**Reference #1**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

**Reference #2**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

**Reference #3**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

**Reference #4**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

**COMPANY BACKGROUND**

Number of Years in Business: \_\_\_\_\_

Overview of Work History, Experience & Background of Company: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***\*This document must be completed & returned with proposal submission.***

ATTACHMENT J. ASBESTOS SURVEY



December 18, 2015

City of Harrisonburg  
Department of Public Works  
Attention: Aaron Rhoney  
320 E. Mosby Road  
Harrisonburg, VA 22801

RE: Limited Asbestos Survey Report  
Old Municipal Building (Formally Parking Services)  
Harrisonburg, Virginia  
GES Project #E-1527

Dear Mr. Rhoney:

Please find enclosed the Limited Asbestos Survey Report performed by Commonwealth Environmental Associates, Inc. as a subcontractor to Geotechnical & Environmental Services, Inc. (GES).

We appreciate the opportunity to provide these services to you. If you have any questions, please do not hesitate to contact us at (540) 248-0610.

Thank you.

Sincerely,

**Geotechnical & Environmental  
Services, Inc.**

A handwritten signature in black ink that reads 'W. Wilton Fansler, III'. The signature is written in a cursive style and is positioned above a horizontal line.

W. Wilton Fansler, III  
Sr. Environmental Scientist

WWFIII/dkw  
Enc.

**Geotechnical & Environmental Services, Inc.**  
P.O. Box 354 Mount Sidney, Virginia 24467  
(540) 248-0610 Fax (540) 248-0801

[gesedac@comcast.net](mailto:gesedac@comcast.net)



Commonwealth Environmental Associates, Inc.

30 Crossing Lane • Suite 201 • Lexington, Virginia 24450 • (540) 462-6077 • Fax: (540) 462-6019

December 17, 2015

Geotechnical & Environmental Services, Inc.  
Post Office Box 354  
Mt. Sidney, VA 24467

Attn: Mr. Wilton Fansler

RE: Limited Asbestos Survey Report  
City of Harrisonburg Municipal Building  
345 South Main Street  
Harrisonburg, Virginia 22801  
CEA Project No. L11615

Dear Mr. Fansler:

Commonwealth Environmental Associates, Inc. (CEA) is pleased to submit this Limited Asbestos Survey for the above referenced site. These services have been performed in accordance with our standard terms and limitations.

**Purpose of Study**

The purpose of this study was to obtain representative samples of suspect asbestos containing materials (ACM) for laboratory analysis from limited areas of the City of Harrisonburg Municipal Building structure located at 345 South Main Street in Harrisonburg, Virginia.

**Scope of Services**

Our scope of services for this phase of the project included the following:

- The identification and representative sampling of suspect ACM identified within limited areas of the subject structure by a Virginia licensed asbestos inspector.
- Submission of samples to Carolina Environmental, Inc. (CEI) located in Cary, North Carolina for bulk asbestos analysis utilizing polarized light microscopy (PLM).
- Preparations of this findings report presenting identified ACM, bulk asbestos laboratory analysis, pertinent QA/QC information, conclusions and recommendations.

### **Asbestos Inspection**

CEA asbestos inspectors performed a site visit on December 9, 2015 to perform the limited asbestos inspection services. CEA met on site with Mr. Ande Banks and Mr. Aaron Rhoney with the City of Harrisonburg. Mr. Banks and Mr. Rhoney indicated the areas of the limited areas of the subject structure slated for future remodeling activities. These areas were identified as an office, bathroom, closet and storage room located on the ground level of the structure.

Following identification of the subject study area, CEA identified homogenous sampling areas and collected samples accordingly. Materials identified and sampled in the study area of the structure included drywall, joint compound, wall board, ceiling tile, vinyl floor tile, pipe elbow / joint mud, pipe insulation, window glazing, carpet mastic and floor tile mastic. Materials noted at the site and not sampled during this study included plastics, natural wood products, metal, glass, and concrete. The roof of the structure was not inclusive in this investigation. The materials collected during this study and the associated laboratory analysis is presented as Table 1, Attachment A.

### **Laboratory Analysis**

CEA submitted twenty-two (22) samples collected from the subject study area to CEI located in Cary, North Carolina for PLM analysis. Including the laboratory separated samples, a total of twenty-five (25) samples were analyzed during this investigation. Of the twenty-five (25) samples analyzed, a total of seven (7) samples were reported to contain >1% asbestos. The Laboratory Certificates of Analysis are presented as Attachment B.

### **Conclusions and Recommendations**

Based on CEA's December 9, 2015 inspection of the subject study area within the City of Harrisonburg Municipal Building structure located at 345 South Main Street and laboratory analysis of the suspected ACM samples collected at the site, asbestos was identified within seven (7) of the twenty-five (25) samples collected and analyzed during this investigation. ACM is defined by the Environmental Protection Agency (EPA) as materials containing 1% or greater asbestos minerals. No samples were reported to contain trace amounts (<1%) of asbestos. The ACM identified during this study is summarized below. An Asbestos Location Map has been included as Attachment C.

- **Joint Compound** – The joint compound samples collected within the closet of the subject study area were reported to contain 2% chrysotile asbestos. This material is generally non friable unless burned, sanded or pulverized. CEA estimates approximately 275 square feet of asbestos joint compound is present within the subject study area.

- Floor Tile and Mastic – The green vinyl floor tile and associated black mastic located within the subject study area was reported to contain asbestos. The asbestos-containing floor tile and mastic was located beneath one (1) layer of carpeting. Additionally, CEA assumes that the asbestos floor tile and mastic is present beneath the built-up wooden floor within the subject study area. This material is generally non friable. CEA estimates approximately 360 square feet of asbestos vinyl floor tile and mastic is present within the site structure.

CEA would recommend the materials listed above be managed in accordance with all applicable local, state and federal regulations and laws. The cost to properly abate the asbestos-containing materials identified during this investigation is estimated at \$4,000.00. The actual cost of the abatement would be determined by local contractor availability and local competitive pricing. It is recommended that abatement contractors be solicited for competitive bids to determine actual cost.

CEA has intended to offer accurate estimates of asbestos containing materials identified during this study for use by GES personnel for estimating purposes only. CEA does not warranty the estimates and highly recommends the estimated quantities of materials be verified by any contractors preparing to perform the construction services or submitting bids for this project.

Commonwealth Environmental Associates, Inc. appreciates the opportunity to provide asbestos inspection services for this project. If you should have any questions, please do not hesitate to contact our office at (540) 462-6077.

Sincerely,

**COMMONWEALTH ENVIRONMENTAL ASSOCIATES, INC.**

**By:**



John B. McCoy  
Asbestos Inspector  
Virginia License Number 3303003154

**By:**



W. Fred Mayes  
President

Attachments: A – Table  
B – Certificates of Analysis  
C – Asbestos Location Map

## **Asbestos Limitations for Inspection, Bulk Sampling and Analysis Reports**

This report has been prepared for the exclusive use of Geotechnical and Environmental Services, Inc. and/or their agents. This report has been prepared in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made. Our conclusions and recommendations are based, in part, upon information provided to us by others and our site observations. We have not verified the completeness or accuracy of the information provided by others.

Our observations and recommendations are based upon conditions readily visible during the site at the time of our site visit, and upon current industry standards. During CEA's inspection, all accessible areas were visually surveyed for the presence of suspect asbestos-containing materials. Inaccessible areas, such as behind solid ceilings or behind solid walls were not surveyed. Areas inspected for suspect asbestos-containing materials were limited to those designated by the scope of services. All samples were collected by individuals who have completed EPA approved asbestos inspector/management planner courses. Samples were collected and submitted for analysis via polarized light microscopy at CEA's NVLAP accredited laboratory.

CEA, by the virtue of providing the services described in this report, does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, State, or Federal public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. It is the Client's responsibility to notify the appropriate local, state, or federal public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment.

Under this scope of services, CEA assumes no responsibility regarding response actions (O&M plan, encapsulation, abatement, removal, etc.) initiated as a result of these findings. Response actions are the sole responsibility of the Client and should be conducted in accordance with local, State, and/or Federal requirements, and should be performed by appropriate licensed-asbestos personnel, as warranted.

**ATTACHMENT A**  
**TABLE**

**TABLE 1**  
**Asbestos Sample Results**  
**Limited Asbestos Survey**  
**City of Harrisonburg Municipal Building**  
**345 South Main Street**  
**Harrisonburg, Virginia 22801**  
**December 9, 2015**

Sample	Sample Description	Sample Location	Condition	Friable	Asbestos (%)
MB-1	Drywall	Closet	N/A	Yes	None Detected
MB-2	Drywall	"	N/A	Yes	None Detected
MB-3	Joint Compound	Closet	Good	No	2% Chrysotile
MB-4	Joint Compound	"	Good	No	2% Chrysotile
MB-5	Joint Compound	"	Good	No	2% Chrysotile
MB-6	Cellulose Wall Board	Interior	N/A	N/A	None Detected
MB-7	Cellulose Wall Board	"	N/A	N/A	None Detected
MB-8	Cellulose Wall Board	"	N/A	N/A	None Detected
MB-9	Ceiling Tile	Interior	N/A	N/A	None Detected
MB-10	Ceiling Tile	"	N/A	N/A	None Detected
MB-11	Ceiling Tile	"	N/A	N/A	None Detected
MB-12	Carpet Mastic (yellow)	Interior Floors	N/A	N/A	None Detected
MB-12	Vinyl Floor Tile (green)	"	Good	No	10% Chrysotile
MB-12	Floor Tile Mastic (black)	"	Good	No	3% Chrysotile
MB-13	Vinyl Floor Tile (green)	"	Good	No	10% Chrysotile
MB-13	Floor Tile Mastic (black)	"	Good	No	3% Chrysotile
MB-14	Pipe Joint / Elbow Mud	Interior Pipe Runs	N/A	N/A	None Detected
MB-15	Pipe Joint / Elbow Mud	"	N/A	N/A	None Detected
MB-16	Pipe Joint / Elbow Mud	"	N/A	N/A	None Detected
MB-17	Pipe Insulation	Interior Pipe Runs	N/A	N/A	None Detected
MB-18	Pipe Insulation	"	N/A	N/A	None Detected
MB-19	Pipe Insulation	"	N/A	N/A	None Detected
MB-20	Window Glazing	Windows	N/A	N/A	None Detected
MB-21	Window Glazing	"	N/A	N/A	None Detected
MB-22	Carpet Mastic (yellow)	Interior Floors	N/A	N/A	None Detected

**ATTACHMENT B**  
**CERTIFICATE OF ANALYSIS**



December 16, 2015

Commonwealth Environmental Associates, Inc.  
30 Crossing Lane, Ste. 201  
Lexington, VA 24450

**CLIENT PROJECT:** Harrisonburg Municipal Building; L11615  
**CEI LAB CODE:** A15-8430

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on December 10, 2015. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai".

Tianbao Bai, Ph.D., CIH  
Laboratory Director





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**ASBESTOS ANALYTICAL REPORT**  
**By: Polarized Light Microscopy**

Prepared for

**Commonwealth Environmental Associates, Inc.**

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CLIENT PROJECT: Harrisonburg Municipal Building; L11615

CEI LAB CODE: A15-8430

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 12/16/15

TOTAL SAMPLES ANALYZED: 22

# SAMPLES >1% ASBESTOS: 7

**TEL: 866-481-1412**

***www.ceilabs.com***



# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Harrisonburg Municipal Building; L11615    CEI LAB CODE: A15-8430

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
MB-1		A2054649	White	Drywall	None Detected
MB-2		A2054650	White	Drywall	None Detected
MB-3		A2054651	Off-white	Joint Compound	Chrysotile 2%
MB-4		A2054652	Off-white	Joint Compound	Chrysotile 2%
MB-5		A2054653	Off-white	Joint Compound	Chrysotile 2%
MB-6		A2054654	Brown	Wallboard	None Detected
MB-7		A2054655	Brown	Wallboard	None Detected
MB-8		A2054656	Brown	Wallboard	None Detected
MB-9		A2054657	Brown, Off-white	Ceiling Tile	None Detected
MB-10		A2054658	Brown, Off-white	Ceiling Tile	None Detected
MB-11		A2054659	Brown, Off-white	Ceiling Tile	None Detected
MB-12	Layer 1	A2054660A	Yellow	Mastic	None Detected
	Layer 2	A2054660A	Green	Floor Tile	Chrysotile 10%
		A2054660B	Black	Mastic	Chrysotile 3%
MB-13		A2054661A	Green	Floor Tile	Chrysotile 10%
		A2054661B	Black	Mastic	Chrysotile 3%
MB-14		A2054662	Gray	Pipe Joint Mud	None Detected
MB-15		A2054663	Gray	Pipe Joint Mud	None Detected
MB-16		A2054664	Gray	Pipe Joint Mud	None Detected
MB-17		A2054665	Brown, Yellow	Pipe Insulation	None Detected
MB-18		A2054666	Brown, Yellow	Pipe Insulation	None Detected
MB-19		A2054667	Brown, Yellow	Pipe Insulation	None Detected
MB-20		A2054668	White, Tan	Window Glazing	None Detected
MB-21		A2054669	White, Tan	Window Glazing	None Detected
MB-22		A2054670	Yellow	Mastic	None Detected



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** Commonwealth Environmental Associates, Inc.  
 30 Crossing Lane, Ste. 201  
 Lexington, VA 24450

**CEI Lab Code:** A15-8430  
**Date Received:** 12-10-15  
**Date Analyzed:** 12-11-15  
**Date Reported:** 12-16-15

**Project:** Harrisonburg Municipal Building; L11615

### ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Non-Fibrous			
<b>MB-1</b> A2054649	Drywall	Heterogeneous White Fibrous Bound	10%	Cellulose	85%	Binder 5% Silicates	None Detected
<b>MB-2</b> A2054650	Drywall	Heterogeneous White Fibrous Bound	10%	Cellulose	85%	Binder 5% Silicates	None Detected
<b>MB-3</b> A2054651	Joint Compound	Heterogeneous Off-white Non-fibrous Bound	10%	Talc	73%	Calc Carb 5% Silicates 10% Paint	<b>2% Chrysotile</b>
<b>MB-4</b> A2054652	Joint Compound	Heterogeneous Off-white Non-fibrous Bound	10%	Talc	73%	Calc Carb 5% Silicates 10% Paint	<b>2% Chrysotile</b>
<b>MB-5</b> A2054653	Joint Compound	Heterogeneous Off-white Non-fibrous Bound	10%	Talc	73%	Calc Carb 5% Silicates 10% Paint	<b>2% Chrysotile</b>
<b>MB-6</b> A2054654	Wallboard	Homogeneous Brown Fibrous Bound	90%	Cellulose	10%	Binder	None Detected
<b>MB-7</b> A2054655	Wallboard	Homogeneous Brown Fibrous Bound	90%	Cellulose	10%	Binder	None Detected



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** Commonwealth Environmental Associates, Inc.  
 30 Crossing Lane, Ste. 201  
 Lexington, VA 24450

**CEI Lab Code:** A15-8430  
**Date Received:** 12-10-15  
**Date Analyzed:** 12-11-15  
**Date Reported:** 12-16-15

**Project:** Harrisonburg Municipal Building; L11615

### ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	Binder	
<b>MB-8</b> A2054656	Wallboard	Homogeneous Brown Fibrous Bound	90%	Cellulose	10%	Binder	<b>None Detected</b>
<b>MB-9</b> A2054657	Ceiling Tile	Heterogeneous Brown, Off-white Fibrous Bound	85%	Cellulose	10%	Binder 5% Paint	<b>None Detected</b>
<b>MB-10</b> A2054658	Ceiling Tile	Heterogeneous Brown, Off-white Fibrous Bound	85%	Cellulose	10%	Binder 5% Paint	<b>None Detected</b>
<b>MB-11</b> A2054659	Ceiling Tile	Heterogeneous Brown, Off-white Fibrous Bound	85%	Cellulose	10%	Binder 5% Paint	<b>None Detected</b>
<b>MB-12</b> Layer 1 A2054660A	Mastic	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	<b>None Detected</b>
Layer 2 A2054660A	Floor Tile	Homogeneous Green Non-fibrous Bound			90%	Vinyl	<b>10% Chrysotile</b>
A2054660B	Mastic	Homogeneous Black Non-fibrous Bound			97%	Mastic	<b>3% Chrysotile</b>



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** Commonwealth Environmental Associates, Inc.  
 30 Crossing Lane, Ste. 201  
 Lexington, VA 24450

**CEI Lab Code:** A15-8430  
**Date Received:** 12-10-15  
**Date Analyzed:** 12-11-15  
**Date Reported:** 12-16-15

**Project:** Harrisonburg Municipal Building; L11615

### ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Non-Fibrous			
<b>MB-13</b> A2054661A	Floor Tile	Homogeneous Green Non-fibrous Bound	90%	Vinyl			<b>10% Chrysotile</b>
Lab Notes: No yellow mastic present.							
A2054661B	Mastic	Homogeneous Black Non-fibrous Bound	97%	Mastic			<b>3% Chrysotile</b>
<b>MB-14</b> A2054662	Pipe Joint Mud	Heterogeneous Gray Fibrous Bound	15%	Fiberglass	55%	Calc Carb Silicates	<b>None Detected</b>
<b>MB-15</b> A2054663	Pipe Joint Mud	Heterogeneous Gray Fibrous Bound	15%	Fiberglass	55%	Calc Carb Silicates Paint	<b>None Detected</b>
<b>MB-16</b> A2054664	Pipe Joint Mud	Heterogeneous Gray Fibrous Bound	15%	Fiberglass	55%	Calc Carb Silicates Paint	<b>None Detected</b>
<b>MB-17</b> A2054665	Pipe Insulation	Heterogeneous Brown, Yellow Fibrous Bound	15%	Cellulose Fiberglass	15% 10%	Binder Metal Foil Paint	<b>None Detected</b>
<b>MB-18</b> A2054666	Pipe Insulation	Heterogeneous Brown, Yellow Fibrous Bound	15%	Cellulose Fiberglass	15% 10%	Binder Metal Foil Paint	<b>None Detected</b>



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** Commonwealth Environmental Associates, Inc.  
 30 Crossing Lane, Ste. 201  
 Lexington, VA 24450

**CEI Lab Code:** A15-8430  
**Date Received:** 12-10-15  
**Date Analyzed:** 12-11-15  
**Date Reported:** 12-16-15

**Project:** Harrisonburg Municipal Building; L11615

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
<b>MB-19</b> A2054667	Pipe Insulation	Heterogeneous	15%	Cellulose	15%	Binder	<b>None Detected</b>
		Brown, Yellow	55%	Fiberglass	10%	Metal Foil	
		Fibrous			5%	Paint	
		Bound					
<b>MB-20</b> A2054668	Window Glazing	Heterogeneous			85%	Binder	<b>None Detected</b>
		White, Tan			15%	Paint	
		Non-fibrous					
		Bound					
<b>MB-21</b> A2054669	Window Glazing	Heterogeneous			85%	Binder	<b>None Detected</b>
		White, Tan			15%	Paint	
		Non-fibrous					
		Bound					
<b>MB-22</b> A2054670	Mastic	Heterogeneous	5%	Synthetic Fiber	95%	Mastic	<b>None Detected</b>
		Yellow					
		Fibrous					
		Bound					



---

**LEGEND:** Non-Anth = Non-Asbestiform Anthophyllite  
Non-Trem = Non-Asbestiform Tremolite  
Calc Carb = Calcium Carbonate

---

**METHOD:** EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

---

**LIMIT OF DETECTION:** <1% by visual estimation

---

**REGULATORY LIMIT:** >1% by weight

---

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by CEI Labs, Inc. CEI Labs makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

**ANALYST:**

  
Taylor B. Metcalf

**APPROVED BY:**

  
Tianbao Bai, Ph.D., CIH  
Laboratory Director





107 New Edlition Court, Cary, NC 27511  
 Tel: 866-481-1412; Fax: 919-481-1442

# ASBESTOS CHAIN OF CUSTODY

<b>LAB USE ONLY:</b>	
CEI Lab Code:	A65-8430 (22)
CEI Lab I.D. Range:	A2054649, A2054670

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:24707	Job Contact: John McCoy
Company: Commonwealth Environmental Associates, Inc.	Email / Tel: cea@rockbridge.net / 540.462.6077
Address: 30 Crossing Ln., Ste. 201	Project Name: Harrisonburg Municipal Building
Lexington, VA 24450	Project ID# L11615
Email: cea@rockbridge.net	PO #:
Tel: 540.462.6077 Fax:	STATE SAMPLES COLLECTED IN: VA

GENERAL INSTRUCTIONS		
POSITIVE STOP ANALYSIS	<input type="checkbox"/>	PLM DUE DATE: / /
ANALYZE NOB'S BY TEM	<input type="checkbox"/>	TEM DUE DATE: / /

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>					
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>					
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>					
PCM AIR	NIOSH 7400	<input type="checkbox"/>					
TEM AIR AHERA	EPA AHERA	<input type="checkbox"/>					
TEM AIR NIOSH	NIOSH 7402	<input type="checkbox"/>					
TEM BULK	CHATFIELD	<input type="checkbox"/>					
TEM DUST WIPE	ASTM D6480-05	<input type="checkbox"/>					
TEM DUST MICROVAC	ASTM D5755-09	<input type="checkbox"/>					
TEM SOIL	ASTM D7521-13	<input type="checkbox"/>					
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>					
OTHER:		<input type="checkbox"/>					

REMARKS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
<i>[Signature]</i>	12/9/15 1330	AP	12.10.15 9:50

Samples will be disposed of 30 days after analysis

A5-8430

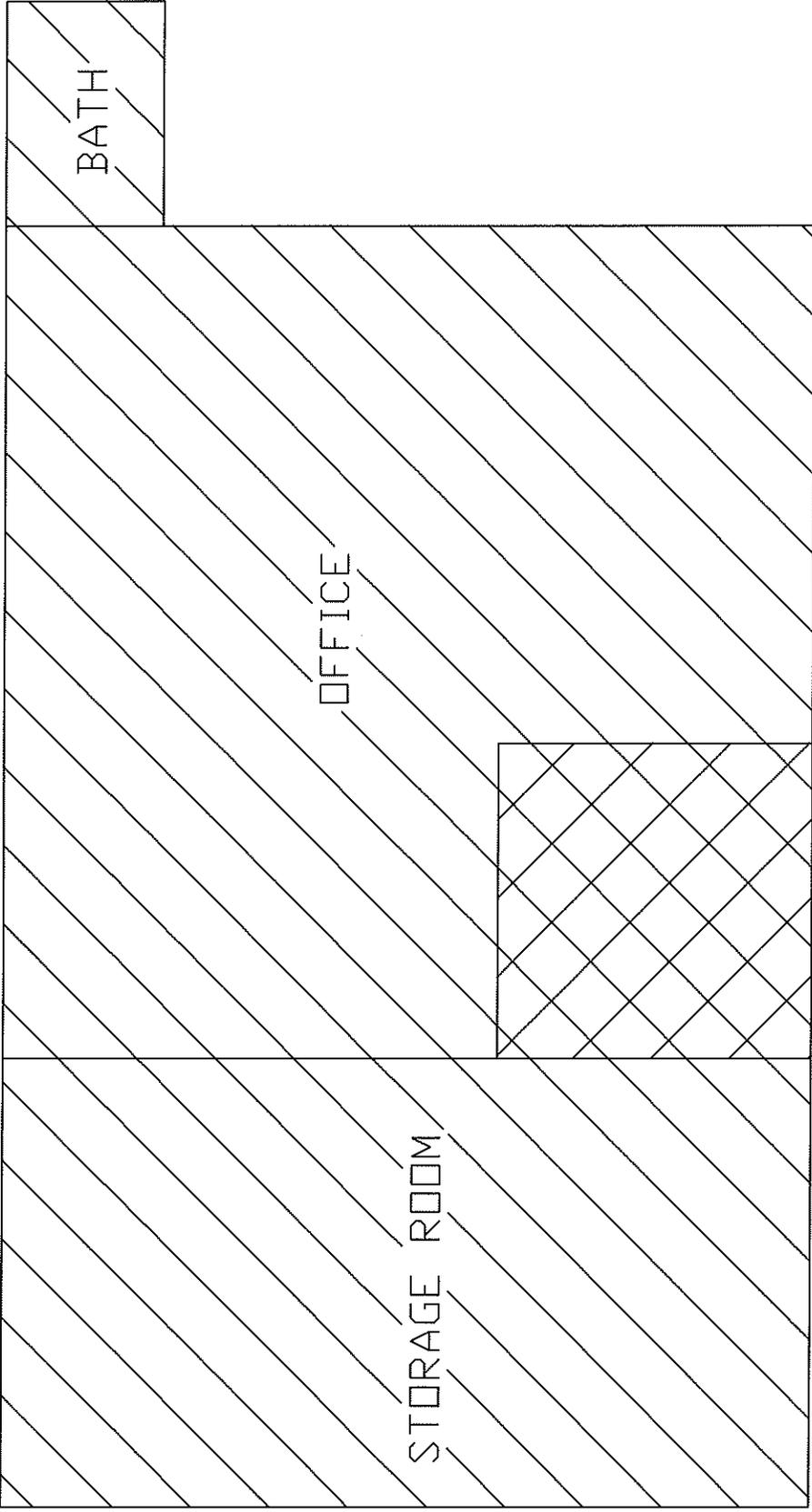
# ASBESTOS SAMPLING FORM



COMPANY CONTACT INFORMATION	
Company: Commonwealth Environmental Associates, Inc.	Job Contact: John McCoy
Project Name: Harrisonburg Municipal Building	
Project ID #: L11615	Tel: 540.462.6077

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM	TEM
MB-1	drywall		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-2	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-3	joint compound		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-4	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-5	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-6	wall board		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-7	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-8	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-9	ceiling tile		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-10	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-11	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-12	floor tile & mastic (yellow & black mastic)		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-13	floor tile & mastic		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-14	pipe joint mud		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-15	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-16	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-17	pipe insulation / backing		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-18	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-19	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-20	window glazing		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-21	"		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
MB-22	yellow mastic		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>

**ATTACHMENT C**  
**ASBESTOS LOCATION MAP**



**LEGEND:**



ASBESTOS GREEN VINYL FLOOR TILE  
AND BLACK MASTIC



ASBESTOS JOINT COMPOUND, FLOOR TILE  
AND BLACK MASTIC

LIMITED ASBESTOS INSPECTION - MUNICIPAL BUILDING  
345 SOUTH MAIN STREET, HARRISONBURG, VIRGINIA 22801

**ASBESTOS LOCATION MAP**

PROJECT # : L11615	DATE: 12/17/15	DESIGN BY: JBM	CLIENT: GES
APPROVED BY: WFM	DWG # : L11615.1	DRAWN BY: JBM	SCALE: NOT TO SCALE

**COMMONWEALTH ENVIRONMENTAL ASSOCIATES, INC.**

30 CROSSING LANE, SUITE 201, LEXINGTON, VIRGINIA 24450

FIGURE 1



**Geotechnical & Environmental  
Services, Inc.**

P.O. Box 354  
Mt. Sidney, VA 24467  
Phone: (540) 248-0610  
Fax: (540) 248-0801  
Email: [gesedac@comcast.net](mailto:gesedac@comcast.net)



**Geotechnical and Environmental Services, Inc.**

**GeoEnvironmental Consultants**  
 P.O. Box 354  
 Mt. Sidney, Virginia 24467  
 Phone: 540-248-0610 Fax: 540-248-0801

File Number:  
E-1527

Invoice Number:  
E-1527-01

Invoice Date:  
December 18, 2015

**Bill To:**

Mr. James D. Baker  
 City of Harrisonburg  
 Department of Public Works  
 320 E. Mosby Road  
 Harrisonburg, Virginia 22801

**Project Name:** Old Municipal Building (Formally Parking Services) - Asbestos Inspection and Survey  
 Harrisonburg, Virginia

Date	Description	Unit Price	Total
12/09/15 To 12/18/15	Asbestos Inspection and Survey <ul style="list-style-type: none"> <li>• Personnel time</li> <li>• Laboratory Analyses</li> <li>• Report</li> </ul>	LS	\$ 900.00
<b>Total Amount Due This Invoice</b>			<b>\$ 900.00</b>

Email: gesedac@comcast.net

**All Charges Due and Payable within 30 Days Following Invoice Date  
 Past Due Invoices Will be Subject to 2% Monthly Interest Plus All  
 Collection Costs and Attorney Fees.**