

# IFB #737

# Accomack Admin Restrooms

7/16/2021



# County of Accomack, Virginia Finance Department Post Office Box 620, Accomack, Virginia 23301 Telephone: (757) 787-5709 fax: (757) 787-2468

# IFB # 737- Accomack County Administration Building Restroom Remodel

The County of Accomack is seeking **sealed bids** from qualified Virginia licensed contractors for construction to be performed at the County's Administration Building at 23296 Courthouse Avenue, Accomac, VA 23301.

This IFB is for **remodeling of restrooms on the first floor to meet the building code for ADA accessibility**. The project includes interior demolition of existing restrooms, relocation of doorways and plumbing, installation of new plumbing fixtures, restroom accessories, flooring, ceiling, and interior finishes. New restrooms will be constructed according to the construction drawings by Via Design. All work is to be performed after 5:00 PM Monday - Friday, or on weekends.

All work is shown on the construction plans prepared by Via Design Inc.. (See Exhibit 1 – Drawings) The County will waive the tipping fees for all materials removed from this project and delivered to the North Landfill (9400 Cutler Lane, Atlantic, VA 23303) by the contractor. The contractor is responsible to obtain any necessary County permits, but the fees will be waived.

\*Work shall be completed 90 days after issue of Notice to Proceed. Awarded Contractor shall be required to submit a Payment Bond and a Performance Bond for 100% of the amount of the contract. (Sample contract is attached.)

There will be a non-mandatory Pre-Bid Meeting on Thursday, July 22, 2021, starting promptly at 8:00am the project site. Interested contractors should gather on the front steps of the building.

# All bid documents may be found on the following websites:

https://www.co.accomack.va.us/departments/purchasing/bids-rfps; https://mvendor.cgieva.com/Vendor/public/AllOpportunities; and https://www.bceva.com/.

\*The successful bidder *may be required* to submit a list of all subcontractors and suppliers they intend to use in the performance of the Work with a brief description of the associated work, materials, products, equipment and systems for each. [See Bid Form(s).] Bidders may be required to establish the reliability, responsibility, qualifications, and experience of persons or entities proposed to furnish and perform the Work to the satisfaction of the Owner and the Architect.

Sealed bids may be delivered to the Accomack County Administrator's Office, 23296 Courthouse Ave., Suite 203, Accomac, VA 23301 or may be mailed to the Accomack County Finance Office, c/o Lucy Huffman, P.O. Box 620 Accomac, VA 23301 until 12:00 PM Thursday, August 5, 2021. On the same day, at 3:00 p.m. local time all bids received by the due date and time will be publicly opened and read aloud via "Zoom Meeting." Interested persons wishing to join the live bid opening should contact Lucy Huffman at <a href="mailto:lhuffman@co.accomack.va.us">lhuffman@co.accomack.va.us</a> at least one day prior to the date set for the opening of bids. Bids received after the due date and time will be returned unopened.

The bid tabulation for this project may be viewed on the above indicated websites after the date and time set for opening of bids. \*See below. The successful Bidder will be contacted by the Finance Department.

Bidders are encouraged to monitor the websites indicated below\* for changes in the bid opening schedule or for any addenda issued. **Receipt of Addenda must be acknowledged for this project**.

\*Accomack County website: <a href="https://www.co.accomack.va.us/">https://www.co.accomack.va.us/</a>

eVA – Business Opportunities: <a href="https://eva.virginia.gov/index.html">https://eva.virginia.gov/index.html</a>

Builders and Contractors Exchange, Norfolk, VA: <a href="https://bceva.com/">https://bceva.com/</a>

<u>Project Contact Information</u>: Project Manager – Andy Nunnally, Deputy Director, Public Works – (ph) 757-789-9236; <u>anunnally@accomack.va.us</u>

Finance Department, for questions regarding the bidding process – Lucy Huffman, Procurement Specialist – (ph) 757-787-5709; lhuffman@accomack.va.us

Company name:	Date:
Address:	Phone #:
	Fax #:
Attn:	Email:
Base Bid	
Lump Sum Base Bid: \$_	
(Words:)	

Receipt of Addenda:	Addendum No	. <u>Dated</u>	
			<u></u>
		_	
Base Bid Lead Time:			
Exceptions:			
Quotation Prepared By: _	Name (printed)		
Signature:		Date:	
Current Licenses if Applic	cable:		
VIRGINIA CONTRACTO	OR'S		
LICENSE#:	EX	PIRATION DATE:	(please attach copy)
ACCOMACK CO. BUSIN	NESS		
LICENSE#:	EX	PIRATON DATE:	(please attach copy)

By signing this form, bidder or offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this IFB and the General Terms, Conditions and Instructions to Bidders/Offerors herein.

# REFERENCE LIST

Provide in the space below references for whom your company has successfully performed work similar in nature to the scope of work contained in this Invitation for Bids. <b>Bids from contractors inexperienced in this type of work will not be considered.</b>						

Please return this page

# SUBCONTRACTORS AND SUPPLIERS LIST

(This Bid Form may be required after award of contract but may be submitted with bid as a courtesy to the County.)

Provide in the space below all subcontractors and suppliers that will be used in the performance of the Work associated with this IFB. (Reference attached sample contract, Item 7.)

Subcontractor/ Supplier	Service/ Item(s)/ Systems(s) Provided

Please return this page

It is the intention of the County of Accomack to comply fully with relevant federal and state laws, orders, and regulations and to promote the interests of the Virginia Department of Small Business and Supplier The procurement practices of the County of Accomack are non-Diversity and like agencies. discriminatory and promote equality of opportunity for all qualified businesses.

# PLEASE INDICATE THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM, IF ANY: DESIGNATIONS: (Please refer to the definitions provided by the Virginia Department of Small Business and Supplier Diversity.)

<u>Micro</u>	<u>o Business</u>	∐ Yes	∐ No
<u>Smal</u>	l Business	Yes	☐ No
Wom	nen-Owned Business	Yes	☐ No
Mino	ority Business	Yes	☐ No
<u>Servi</u>	ce Disabled Veteran	Yes	☐ No
The above information is requered equal consideration f		irposes only.	All firms tendering responses will
CONTACT FOR ADMINIS	<u>TRATION</u>		
Name:			
Office Address:			

Please return this page

Office Phone Number:

# **VENDOR ELIGIBILITY CERTIFICATION**

This is to certify that this person/firm/corporation has neither been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official	
Title	
Firm or Corporation	

Please return this page.

# PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIATHIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID.

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator as applicable.

If this quote for goods or services is accepted by the County of Accomack, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A.\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B.\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is \_\_\_\_\_.

C.\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/ Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/ Bidder

Date

Authorized Signature

Please return this page.

Print or Type Name and Title

# Exhibit 1 Drawings

# ACCOMACK CO ADMIN. RESTROOMS

23296 Courthouse Ave, Accomac, VA 23301

**STRUCTURAL ENGINEER:** 

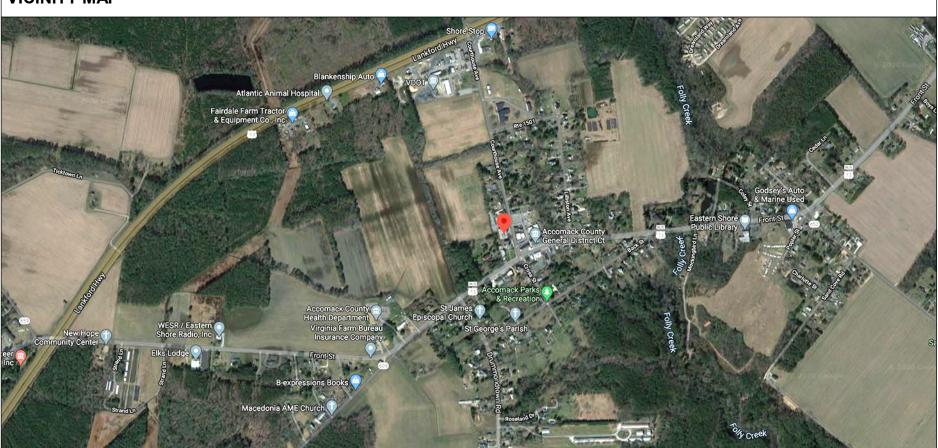
VIA design architects, pc 319 E Plume Street, Norfolk, VA

MECH., ELEC., PLUMB., ENGINEER:

Vansant & Gusler, Inc.

6330 Newtown Road, Suite 400, Norfolk, VA 23502

**LOCATION MAP** 



ABOVE FINISH FLOOR

ARCHITECTURAL

**CONTROL JOINT** 

ACOUSTICAL CEILING TILE

# **APPLICABLE CODES + STANDARDS**

VIRGINIA UNIFORM STATEWIDE BUILDING CODE

VIRGINIA UNIFORM STATEWIDE EXISTING BUILDING CODE

ICC / ANSI A117.1, ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

PROJECT INFORMATION

**EXISTING BUILDING** 

FIRST FLOOR

THIS PROJECT IS AN ACCESSIBILITY RENOVATION TO THE MEN'S AND WOMEN'S PUBLIC RESTROOMS IN THE LOBBY OF THE ADMINISTRATION BUILDING. THIS WORK INCLUDES, BUT IS NOT LIMITED TO: RELOCATING AND PROVIDING ALL NEW TOUCHLESS PLUMBING FIXTURES; INFILLING AND PROVIDING NEW ACCESSIBLE ENTRY DOORS WITH ADA SIGNAGE; PROVIDING NEW TOILET PARTITIONS, ACCESSORIES AND TOUCHLESS HAND DRYERS; RELOCATING AND PROVIDING NEW CUSTODIAL CLOSET AND UTILITY SINK; PROVIDING NEW WATER HEATER AND DRINKING FOUNTAIN; REPLACING ALL LIGHT FIXTURES, ACOUSTICAL CEILING TILES/GRID, EXHAUST FANS, AND GRILLES/RETURNS.

# **ARCHITECTURAL SYMBOLS**

**BUILDING/WALL/DETAIL SECTION #** SHEET # WHERE SECTION IS DRAWN PLAN NUMBER AND SHEET ENLARGED PLAN/DETAIL LOCATION WITH SHEET TAKEN AND SHEET SHOWN

**ELEVATION TAG** SHEET # WHERE SECTION IS DRAWN A101

SHEET # WHERE ELEVATION IS DRAWN

Name Z Elevation FLOOR LEVEL / ELEVATION **ROOM TAG** Room name

ROOM#

EXISTING PARTITION

ALIGN

WALL TYPE

DOOR TYPE

WINDOW TYPE

DEMOLITION NOTE

**NEW WORK NOTE** 

EXISTING DOOR TO REMAIN

FIRE RATING

# **ABBREVIATIONS**

**BRICK - ELEVATION ARCH** / BRICK - PLAN CONT CMU CMU - PLAN DEMO

**MATERIAL LEGEND** 

4 CONCRETE

GYPSUM

INSUL - BATT

wallboard

INSUL - RIGID

PLYWOOD

1 HOUR FIRE SEPARATION

2 HOUR FIRE SEPARATION

3 HOUR FIRE SEPARATION

3/4" = 1'-0"

STEEL

WOOD

GROUT

CERAMIC TILE CONCRETE CONTINUOUS CONCRETE MASONRY UNIT DEMOLITION DIAMETER DIMENSION DRAWING ELECTRICAL WATER COOLER **EWC** GWB MECH

FIRE EXTINGUISHER CABINET GYPSUM WALL BOARD MANUFACTURER MASONRY OPENING MECHANICAL MINIMUM NOT IN CONTRACT NOT TO SCALE ON CENTER REFERENCE **ROUGH OPENING** SIMILAR SPECIFICATION STRUCT STRUCTURAL TYPICAL UON **UNLESS OTHERWISE NOTED** 

VERIFY IN FIELD

# **SUBMITTALS**

**ACTION SUBMITTALS** CONTRACTOR REQUIRED TO PROVIDE PRODUCT DATA, CERTIFICATES, TEST REPORTS, WARRANTY, SHOP DRAWINGS, PHYSICAL SAMPLES AND ANY OTHER NECESSARY INFORMATION FOR OWNER + ARCHITECT APPROVAL PRIOR TO WORK.

**INFORMATION SUBMITTALS** CONTRACTOR REQUIRED TO PROVIDE QUALIFICATION DATA FOR MANUFACTURERS AND INSTALLERS LICENSED PARTICIPANT IN AWI'S

QUALITY CERTIFICATION PROGRAM

DELIVERY, STORAGE, AND HANDLING DO NOT DELIVER CABINETS UNTIL PAINTING AND SIMILAR FINISH OPERATIONS THAT MIGHT DAMAGE ARCHITECTURAL CABINETS HAVE BEEN COMPLETED IN INSTALLATION AREAS.

FIELD CONDITIONS FIELD MEASUREMENTS: WHERE CABINETS ARE INDICATED TO FIT TO OTHER CONSTRUCTION, VERIFY DIMENSIONS OF OTHER CONSTRUCTION BY FIELD MEASUREMENTS BEFORE FABRICATION, AND INDICATE MEASUREMENTS ON SHOP DRAWINGS. COORDINATE FABRICATION SCHEDULE WITH CONSTRUCTION PROGRESS TO AVOID DELAYING THE LOCATE CONCEALED FRAMING, BLOCKING, AND REINFORCEMENTS THAT SUPPORT

CABINETS BY FIELD MEASUREMENTS BEFORE BEING ENCLOSED/CONCEALED BY CONSTRUCTION, AND INDICATE MEASUREMENTS ON SHOP DRAWINGS.

QUALITY STANDARD: UNLESS OTHERWISE INDICATED, COMPLY WITH THE ARCHITECTURAL WOODWORK STANDARDS FOR GRADES OF CABINETS INDICATED FOR CONSTRUCTION, FINISHES, INSTALLATION, AND OTHER REQUIREMENTS

# **DRAWING INDEX**

A103 WOMEN'S RESTROOM - DEMOLITION + NEW WORK FLOOR

A104 WOMEN'S RESTROOM - ENLARGED INTERIOR ELEVATIONS A105 MEN'S RESTROOM - DEMOLITION + NEW WORK FLOOR

A106 MEN'S RESTROOM - ENLARGED INTERIOR ELEVATIONS A401 PARTITION TYPES, WALL SECTION, + DOOR DETAILS A402 TYPICAL ACCESSIBLE CLEARANCES

P-001 LEGEND, ABBREVIATIONS, AND GENERAL NOTES P-101 WOMEN'S RESTROOM PLUMBING PLANS P-102 MEN'S RESTROOM PLUMBING PLANS

M-001 LEGEND. ABBREVIATIONS. AND GENERAL NOTES

M-101 WOMEN'S RESTROOM MECHANICAL PIPING PLAN M-102 MEN'S RESTROOM MECHANICAL PLANS

E-001 LEGEND, ABBREVIATIONS, GENERAL NOTES AND SPECIFICATIONS E-101 WOMEN'S RESTROOM ELECTRICAL PLANS

> Procedures for Action and Informational Submittals including Delegated-Design Submittals and Submittals Schedule. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal

Demolition of selected portions of existing partitions, plumbing, lighting, HVAC, flooring/subflooring and restroom accessories. Contractor to schedule a

General building and structural applications; concrete mixtures, formwork, reinforcing, finishing, and curing. Refilling portions of saw cut subfloor.

Non-historic applications for unit masonry and stone surfaces. Clean existing masonry to prepare for new work. Repair CMU in areas to Receive new work.

Elastomeric white silicone joint sealants to be applied at all horizontal and

For specifying door hardware by using a schedule that names products or

Surface preparation; removing paint; and repainting for redecoration or

Vinyl composition floor tiles and rubber wall base. Replace broken or damaged

Resilient base and molding accessories. Match existing to remain wall base.

Phenolic-core toilet enclosures. Architect to select from manufacturers full range.

Interior painting. Match existing wall paint colors adjacent to new work.

appearance. Match existing wall paint colors at each location.

Hollow-metal doors and frames for commercial use. Finish to match existing-to-

vertical seams where plumbing fixtures meet wall and floor.

E-102 MEN'S RESTROOM ELECTRICAL PLANS

preconstruction conference prior to demolition.

Concrete masonry units.

Non-load-bearing interior wall studs.

indicates BHMA designations.

Fixed metal louvers in doors.

Match existing-to-remain tile.

Standard commercial units.

Framed, silvered flat laminated glass mirrors.

Interior gypsum board and tile backing boards.

Ceramic and porcelain floor tile, and glazed wall tile.

Mineral-base panels with exposed suspension systems.

Panel signs and field-applied, acrylic-character signs.

Commercial water heaters, supports, and supplies.

Commercial urinals, supports, and flushometer valves.

Wheelchair accessible, wall mounted drinking fountain with bottle filler.

Round, rectangular, perforated, and linear diffusers; fixed and adjustable

**DESCRIPTION** 

# **OUTLINE SPECIFICATIONS**

SECTION NO. SECTION TITLE

**DIVISION 01 - GENERAL REQUIREMENTS** 

DIGITAL SUBMITTAL PROCEDURES

**DIVISION 02 - EXISTING CONDITIONS** 

**DIVISION 03 - CONCRETE** 

CAST-IN-PLACE CONCRETE

MASONRY CLEANING AND REPAIR

**UNIT MASONRY** 

**DIVISION 05 - METALS** COLD-FORMED METAL FRAMING

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION** 

JOINT SEALANTS

**DIVISION 08 - OPENINGS** 

HOLLOW METAL DOORS AND FRAMES DOOR HARDWARE

088300 **MIRRORS** FIXED LOUVERS

**DIVISION 09 - FINISHES** MAINTENANCE REPAINTING

**GYPSUM BOARD** CERAMIC TILING

ACOUSTICAL PANEL CEILINGS RESILIENT TILE FLOORING RESILIENT BASE AND ACCESSORIES

INTERIOR PAINTING **DIVISION 10 - SPECIALTIES** 

PANEL SIGNAGE

TOILET, BATH, AND LAUNDRY ACCESSORIES **DIVISION 22 - PLUMBING** COMMERCIAL ELECTRIC WATER HEATERS COMMERCIAL WATER CLOSETS AND URINALS Commercial water closets, supports, flushometer valves, and supplies.

DRINKING FOUNTAINS **DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING** 

DIFFUSERS, REGISTERS, AND GRILLES **DIVISION 26 - ELECTRICAL** 

LIGHTING CONTROL DEVICES LED INTERIOR LIGHTING

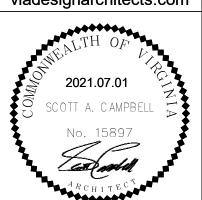
Ceiling-mounted occupancy sensor.

Lay-in LED lighting and suspension systems.

**VIA DESIGN** 

319 E Plume Street Norfolk, VA 23510 757 627 1489

viadesignarchitects.com



CHECKED BY: SHEET STATUS: **PRELIMINARY** 

35% PROGRESS PRINTS 65% PROGRESS PRINTS 95% PROGRESS PRINTS PFRMIT BIDDING ADDENDA/CONSTRUCTION RECORD DRAWINGS

KEY PLAN:

TITLE SHEET

SHEET NUMBER:

1-1/2" = 1'-0"

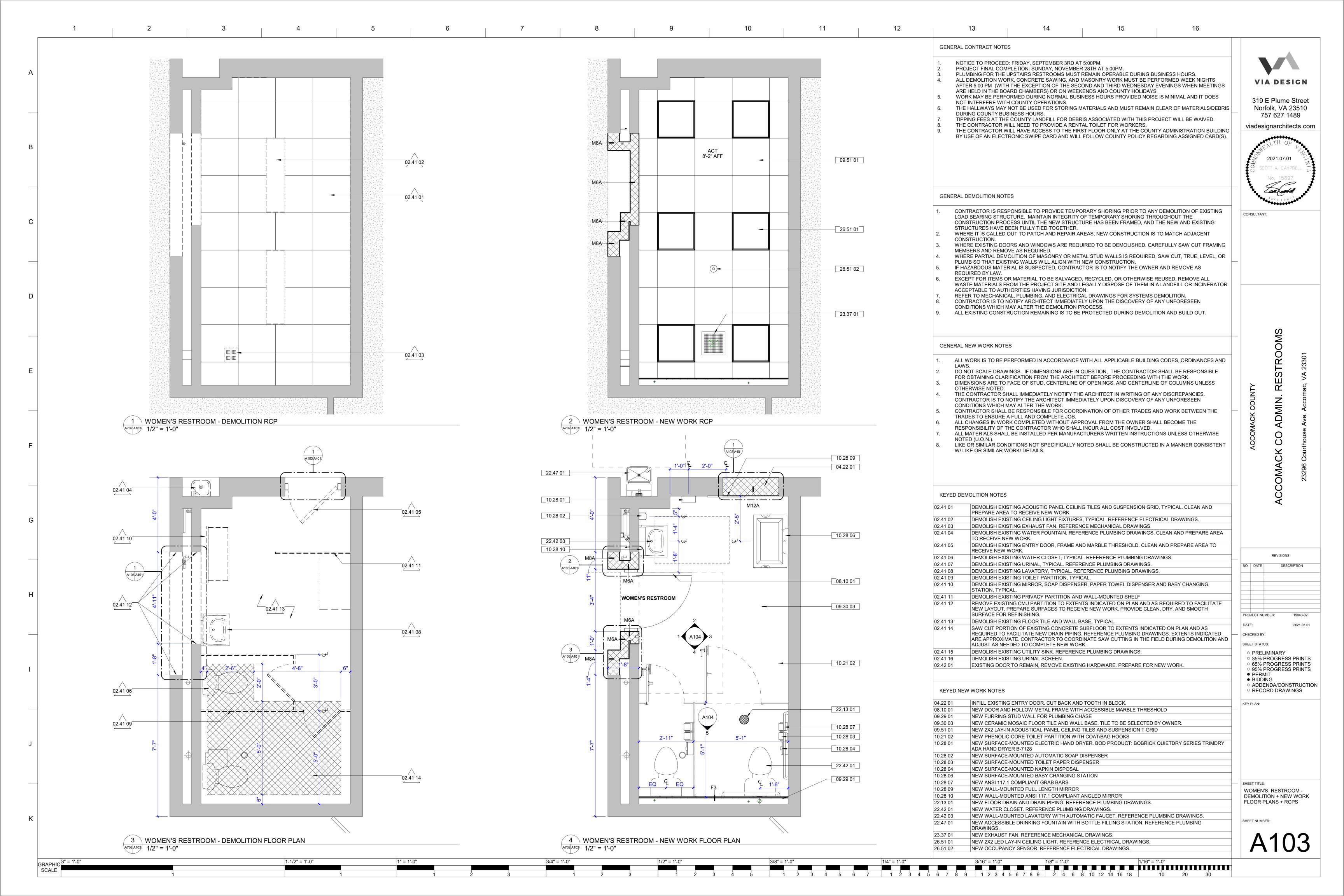
ROOM SQUARE FOOTAGE

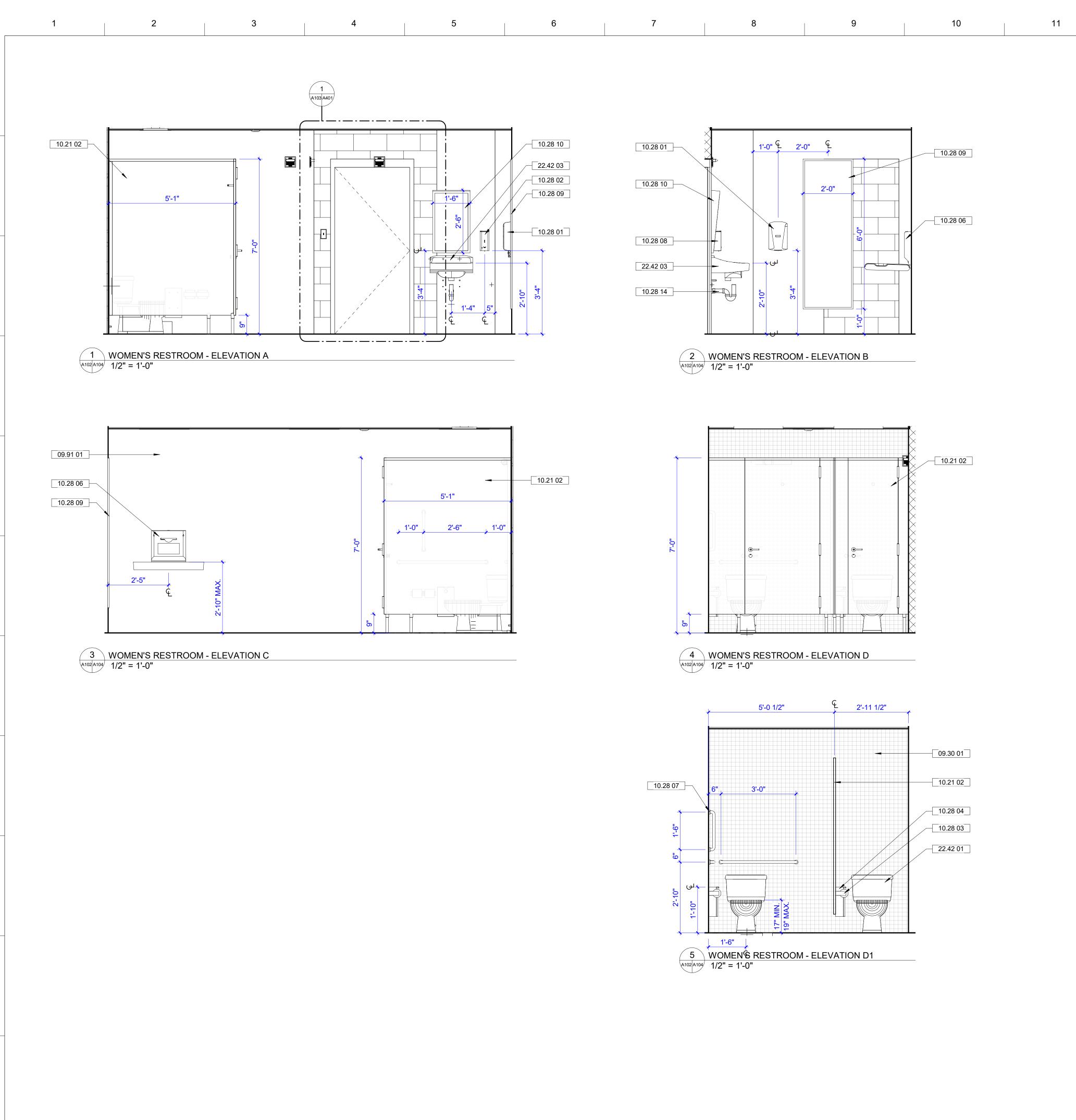
1/2" = 1'-0"

COMMERCIAL LAVATORIES

PHENOLIC-CORE TOILET COMPARTMENTS

registers and grilles.





3/4" = 1'-0"

1/2" = 1'-0"

3/8" = 1'-0"

1-1/2" = 1'-0"

1" = 1'-0"

GRAPHIC 3" = 1'-0"

GENERAL CONTRACT NOTES

13

1. NOTICE TO PROCEED: FRIDAY, SEPTEMBER 3RD AT 5:00PM.

2. PROJECT FINAL COMPLETION: SUNDAY, NOVEMBER 28TH AT 5:00PM.

PLUMBING FOR THE UPSTAIRS RESTROOMS MUST REMAIN OPERABLE DURING BUSINESS HOURS.
 ALL DEMOLITION WORK, CONCRETE SAWING, AND MASONRY WORK MUST BE PERFORMED WEEK NIGHTS
 AFTER 5:00 PM (WITH THE EXCEPTION OF THE SECOND AND THIRD WEDNESDAY EVENINGS WHEN MEETINGS
 ARE HELD IN THE BOARD CHAMBERS) OR ON WEEKENDS AND COUNTY HOLIDAYS.

15

5. WORK MAY BE PERFORMED DURING NORMAL BUSINESS HOURS PROVIDED NOISE IS MINIMAL AND IT DOES NOT INTERFERE WITH COUNTY OPERATIONS.

6. THE HALLWAYS MAY NOT BE USED FOR STORING MATERIALS AND MUST REMAIN CLEAR OF MATERIALS/DEBRIS DURING COUNTY BUSINESS HOURS.

7. TIPPING FEES AT THE COUNTY LANDFILL FOR DEBRIS ASSOCIATED WITH THIS PROJECT WILL BE WAIVED.

8. THE CONTRACTOR WILL NEED TO PROVIDE A RENTAL TOILET FOR WORKERS.

9. THE CONTRACTOR WILL HAVE ACCESS TO THE FIRST FLOOR ONLY AT THE COUNTY ADMINISTRATION BUILDING BY USE OF AN ELECTRONIC SWIPE CARD AND WILL FOLLOW COUNTY POLICY REGARDING ASSIGNED CARD(S).

GENERAL NEW WORK NOTES

. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES, ORDINANCES AND

DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. DIMENSIONS ARE TO FACE OF STUD, CENTERLINE OF OPENINGS, AND CENTERLINE OF COLUMNS UNLESS

OTHERWISE NOTED.

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES.

CONTRACTOR IS TO NOTIFY THE ARCHITECT IMMEDIATELY UPON DISCOVERY OF ANY UNFORESEEN CONDITIONS WHICH MAY ALTER THE WORK.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF OTHER TRADES AND WORK BETWEEN THE

TRADES TO ENSURE A FULL AND COMPLETE JOB.
6. ALL CHANGES IN WORK COMPLETED WITHOUT APPROVAL FROM THE OWNER SHALL BECOME THE

RESPONSIBILITY OF THE CONTRACTOR WHO SHALL INCUR ALL COST INVOLVED.
7. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURERS WRITTEN INSTRUCTIONS UNLESS OTHERWISE

8. LIKE OR SIMILAR CONDITIONS NOT SPECIFICALLY NOTED SHALL BE CONSTRUCTED IN A MANNER CONSISTENT W/ LIKE OR SIMILAR WORK/ DETAILS.

10.28 14

22.42 01

1/4" = 1'-0"

3/16" = 1'-0"

1 2 3 4 5 6 7 1 2 3 4 5 6 7 8 9 1 2 3 4 5 6 7 8 9 2 4 6 8 10 12 14 16 18 10 20 30

KEYED NEW WORK NOTES NEW FULL HEIGHT CERAMIC MOSAIC WALL TILE. TILE TO BE SELECTED BY OWNER. 09.91 01 PRIME AND PAINT ALL WALLS, TYPICAL. MATCH EXISTING PAINT COLORS. NEW PHENOLIC-CORE TOILET PARTITION WITH COAT/BAG HOOKS 10.21 02 NEW SURFACE-MOUNTED ELECTRIC HAND DRYER. BOD PRODUCT: BOBRICK QUIETDRY SERIES TRIMDRY ADA HAND DRYER B-7128 10.28 02 NEW SURFACE-MOUNTED AUTOMATIC SOAP DISPENSER 10.28 03 NEW SURFACE-MOUNTED TOILET PAPER DISPENSER NEW SURFACE-MOUNTED NAPKIN DISPOSAL 10.28 04 NEW SURFACE-MOUNTED BABY CHANGING STATION 10.28 06 NEW ANSI 117.1 COMPLIANT GRAB BARS 10.28 07 10.28 08 NEW DECK-MOUNTED AUTOMATIC SOAP DISPENSER 10.28 09 NEW WALL-MOUNTED FULL LENGTH MIRROR NEW WALL-MOUNTED ANSI 117.1 COMPLIANT ANGLED MIRROR 10.28 10

NEW WALL-MOUNTED LAVATORY WITH AUTOMATIC FAUCET. REFERENCE PLUMBING DRAWINGS.

NEW FLEXIBLE SOFT TRAP COVER TO CONCEAL PLUMBING FIXTURE PIPING

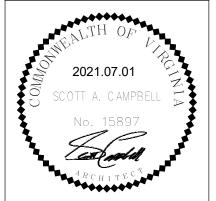
1/8" = 1'-0"

NEW WATER CLOSET. REFERENCE PLUMBING DRAWINGS.

VIA DESIGN

319 E Plume Street Norfolk, VA 23510

757 627 1489
viadesignarchitects.com



CONSULTANT:

COMACK CO ADMIN. RESTRO

NO. DATE DESCRIPTION

PROJECT NUMBER: 19043-02

2021.07.01

CHECKED BY:

SHEET STATUS:

O PRELIMINARY

35% PROGRESS PRINTS
65% PROGRESS PRINTS
95% PROGRESS PRINTS
PERMIT

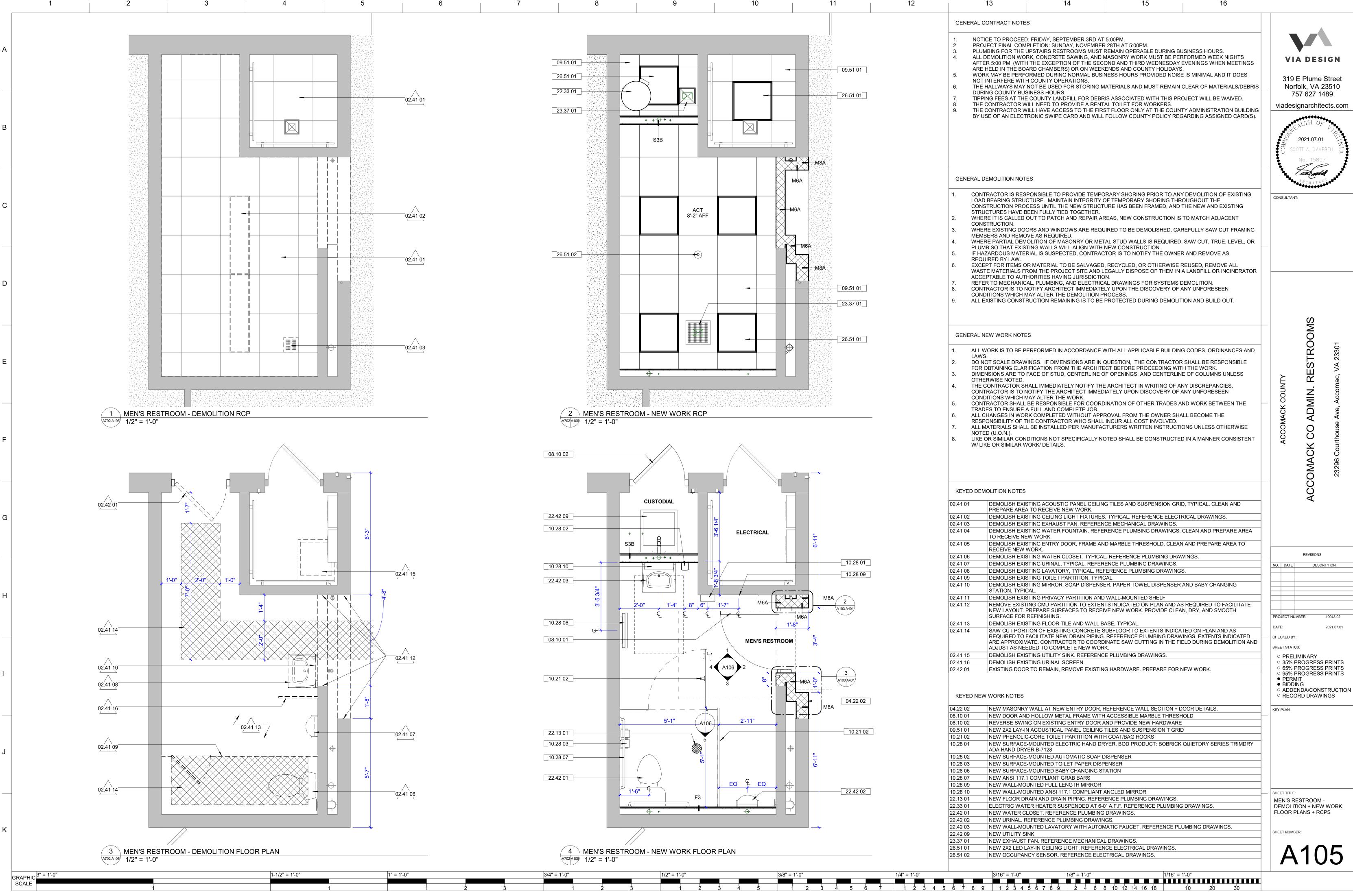
BIDDINGADDENDA/CONSTRUCTIONRECORD DRAWINGS

KEY PLAN:

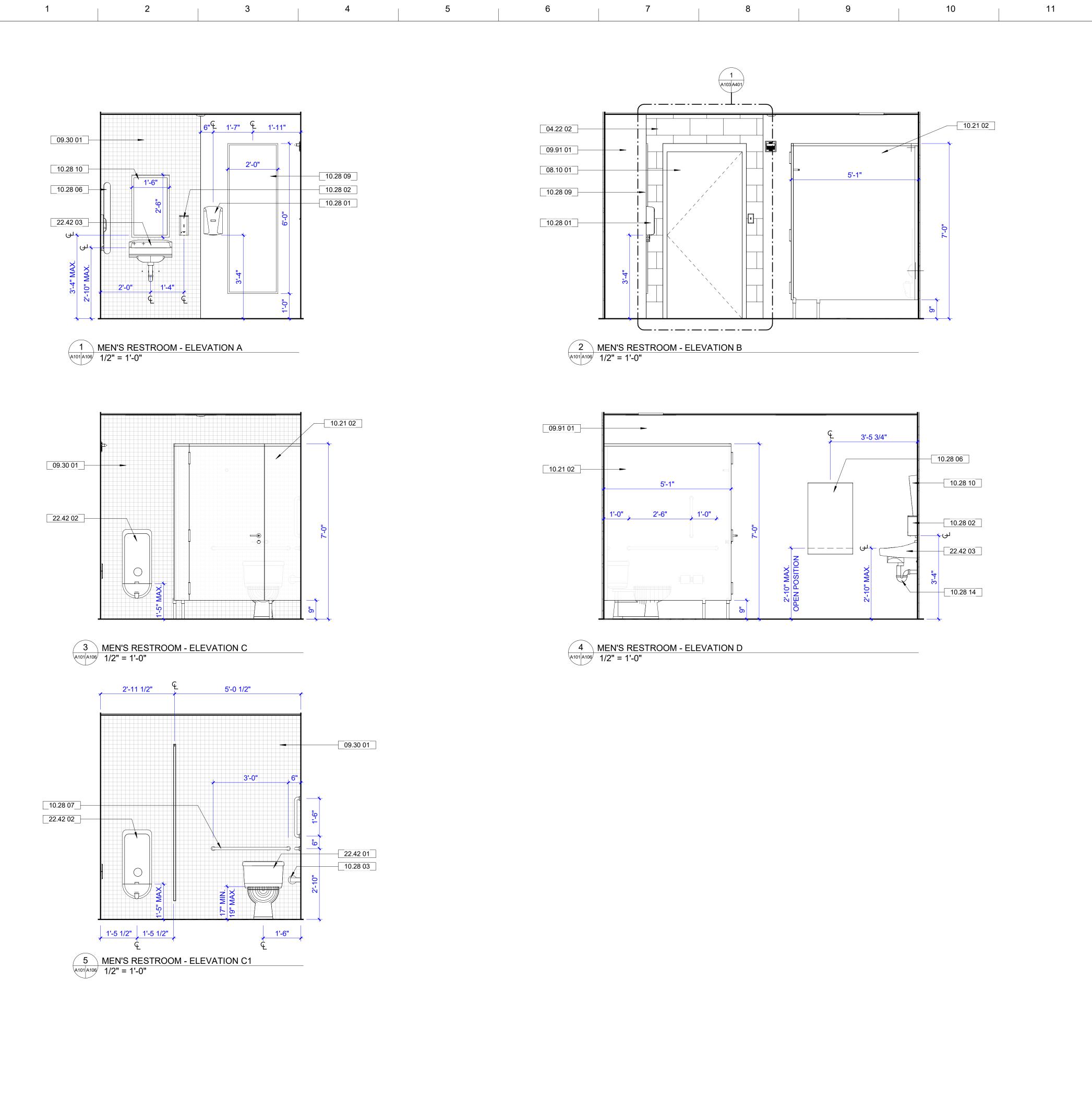
SHEET TITLE:
WOMEN'S RESTROOM ENLARGED INTERIOR ELEVATIONS

SHEET NUMBER:

A104







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GENERAL NEW WORK NOTES

**KEYED NEW WORK NOTES** 

ADA HAND DRYER B-7128

3/16" = 1'-0"

1 2 3 4 5 6 7 1 2 3 4 5 6 7 8 9 1 2 3 4 5 6 7 8 9 2 4 6 8 10 12 14 16 18 10 20 30

08.10 01

09.30 01

10.21 02

10.28 01

10.28 02

10.28 03

10.28 06 10.28 07

10.28 09

10.28 14

22.42 01

22.42 02

1/4" = 1'-0"

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CONDITIONS WHICH MAY ALTER THE WORK.

CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF OTHER TRADES AND WORK BETWEEN THE TRADES TO ENSURE A FULL AND COMPLETE JOB.

6. ALL CHANGES IN WORK COMPLETED WITHOUT APPROVAL FROM THE OWNER SHALL BECOME THE
RESPONSIBILITY OF THE CONTRACTOR WHO SHALL INCUR ALL COST INVOLVED.
 7. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURERS WRITTEN INSTRUCTIONS UNLESS OTHERWISE

NEW MASONRY WALL AT NEW ENTRY DOOR. REFERENCE WALL SECTION + DOOR DETAILS.

NEW SURFACE-MOUNTED ELECTRIC HAND DRYER. BOD PRODUCT: BOBRICK QUIETDRY SERIES TRIMDRY

NEW WALL-MOUNTED LAVATORY WITH AUTOMATIC FAUCET. REFERENCE PLUMBING DRAWINGS.

NEW DOOR AND HOLLOW METAL FRAME WITH ACCESSIBLE MARBLE THRESHOLD

NEW FULL HEIGHT CERAMIC MOSAIC WALL TILE. TILE TO BE SELECTED BY OWNER.

PRIME AND PAINT ALL WALLS, TYPICAL. MATCH EXISTING PAINT COLORS.

NEW PHENOLIC-CORE TOILET PARTITION WITH COAT/BAG HOOKS

NEW FLEXIBLE SOFT TRAP COVER TO CONCEAL PLUMBING FIXTURE PIPING

1/8" = 1'-0"

NEW SURFACE-MOUNTED AUTOMATIC SOAP DISPENSER

NEW WALL-MOUNTED ANSI 117.1 COMPLIANT ANGLED MIRROR

NEW WATER CLOSET. REFERENCE PLUMBING DRAWINGS.

NEW SURFACE-MOUNTED TOILET PAPER DISPENSER

NEW SURFACE-MOUNTED BABY CHANGING STATION

NEW ANSI 117.1 COMPLIANT GRAB BARS

NEW WALL-MOUNTED FULL LENGTH MIRROR

NEW URINAL. REFERENCE PLUMBING DRAWINGS.

8. LIKE OR SIMILAR CONDITIONS NOT SPECIFICALLY NOTED SHALL BE CONSTRUCTED IN A MANNER CONSISTENT W/ LIKE OR SIMILAR WORK/ DETAILS.

319 E Plume Street

Norfolk, VA 23510 757 627 1489

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CONSULTANT:

OMACK CO ADMIN. RESTROON

REVISIONS

NO. DATE DESCRIPTION

DATE: 2021.07.01

CHECKED BY:

SHEET STATUS:

O PRELIMINARY

PROJECT NUMBER

PRELIMINARY
35% PROGRESS PRINTS
65% PROGRESS PRINTS
95% PROGRESS PRINTS
PERMIT
BIDDING

O ADDENDA/CONSTRUCTION RECORD DRAWINGS

KEY PLAN:

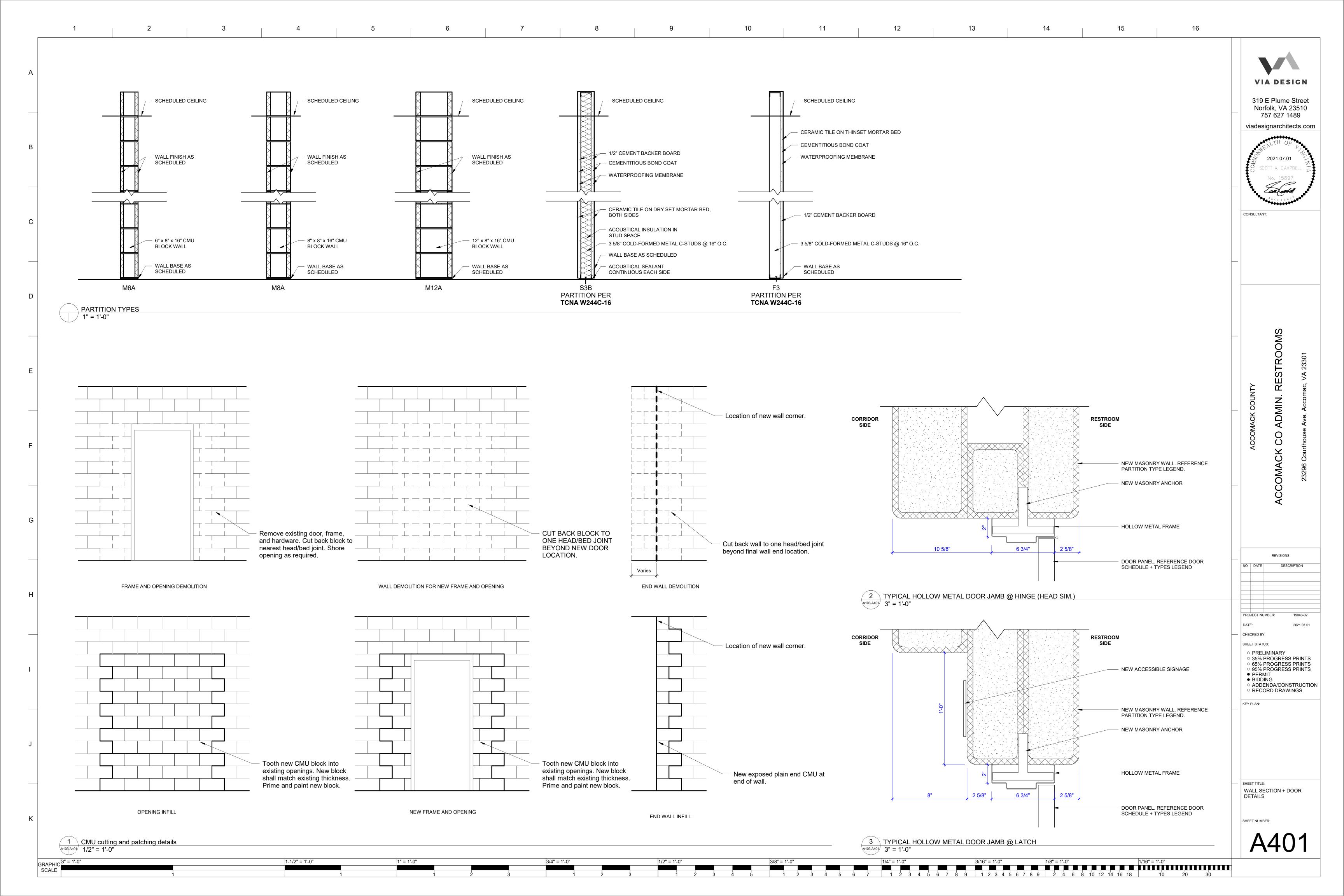
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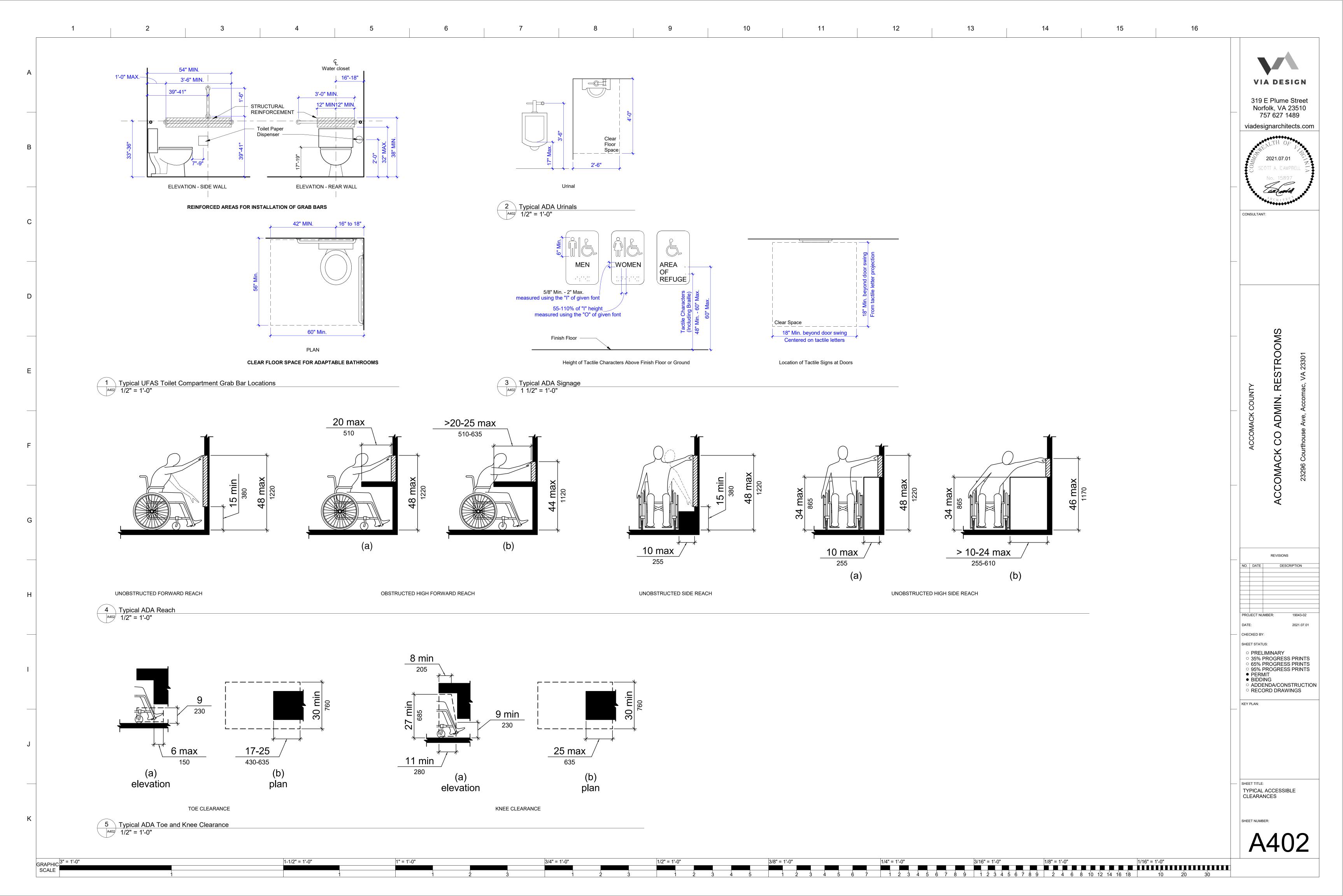
MEN'S RESTROOM ENLARGED INTERIOR

SHEET NUMBER:

ELEVATIONS

A106





# GENERAL PLUMBING NOTES PROVIDE NEW & MODIFY EXISTING PLUMBING SYSTEMS, COMPLETE AND READY FOR OPERATION. PLUMBING SYSTEMS INCLUDE FIXTURES, EQUIPMENT & PIPING LOCATED WITHIN, ON, UNDER & ADJACENT TO EXISTING SPACES: ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIRED & ADVISORY PROVISIONS OF THE 2015 ICC PLUMBING CODE EXISTING PIPING AND EQUIPMENT SHOWN ON DEMOLITION DRAWING IS BASED ON FIELD OBSERVATION AND WITHOUT DEMOLITION. IF THE CONTRACTOR DISCOVERS CONDITIONS SUBSTANTIALLY DIFFERENT DURING DEMOLITION, IT SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. COORDINATE INSTALLATION OF NEW PIPING AND FIXTURES WITH OTHER TRADES. SEE MECHANICAL DRAWINGS FOR HANGER AND WALL PENETRATION DETAILS. WHERE PIPING MATERIAL CHANGES, PROVIDE DIELECTRIC COUPLING, FITTING OR FLANGES. ALL WATER PIPING SHALL BE FLUSHED AND SANITIZED BEFORE RETURNING TO OPERATION IN ACCORDANCE WITH THE LOCAL CODE REQUIREMENTS. WHERE EXISTING PIPING IS TO BE RETAINED FOR RE-USE, PATCH INSULATION WHERE FRAYED, DAMAGED OR MISSING. REPAIR OR REPLACE PIPE SUPPORTS ON EXISTING PIPING TO BE RETAINED FOR USE WHERE INSTALLED INCORRECTLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND PIPE SIZES IN THE FIELD. ALL EXISTING MATERIALS TO REMAIN WHICH ARE DAMAGED OR OTHERWISE DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE PATCHED AND/OR REPAIRED TO MATCH ADJACENT MATERIAL AND TO MAKE REPAIR IMPERCEPTIBLE. PATCH OPENINGS IN EXISTING FLOORS, WALLS, OR CEILINGS VACANT AFTER DEMOLITION OF EXISTING PIPING OR EQUIPMENT TO MATCH ADJACENT MATERIALS. REMOVE ALL HANGERS AND SUPPORTS. WHERE EXISTING PIPING IS BEING DEMOLISHED, PIPING ABANDONED IN WALLS OR BELOW FLOORS SHALL BE REMOVED AND CAPPED TO A POINT OF CONCEALMENT. UNLESS SPECIFICALLY INDICATED OTHERWISE, ALL WORK SHOWN ON PLUMBING DRAWINGS IS NEW WORK TO BE PROVIDED UNDER THIS CONTRACT SECURE AN EXTRA SET OF PLUMBING DRAWINGS TO BE KEPT ON SITE AND MARK, DAILY, THE DRAWINGS IN RED AS THE PROJECT PROGRESSES IN ORDER TO KEEP AN ACCURATE RECORD OF ALL DEVIATIONS BETWEEN THE WORK SHOWN ON THE DRAWINGS AND THE WORK WHICH IS ACTUALLY INSTALLED. THESE MARKED DRAWINGS SHALL REFLECT ANY AND ALL CHANGES AND REVISIONS TO THE ORIGINAL DESIGN WHICH EXISTS IN THE COMPLETED WORK. DELIVER THE MARKED DRAWINGS TO THE ENGINEER AT PROJECT CLOSE-OUT. ALL PLUMBING AND PLUMBING MATERIALS SHALL MEET THE REQUIREMENTS OF 2015 VIRGINIA PLUMBING CODE AND THE STATE AND LOCAL BUILDING CODES. 14. BEFORE INSTALLATION AND ERECTION OF PIPING, ALL DIMENSIONS AND ROUTING SHALL BE VERIFIED IN FIELD ALL PIPING SHALL BE NEW, CLEAN AND FREE FROM SCALE AND DIRT AT TIME OF INSTALLATION 16. SLOPES AND INVERT ELEVATIONS SHALL BE ESTABLISHED BEFORE ANY PIPING IS INSTALLED IN ORDER THAT PROPER SLOPES WILL BE MAINTAINED. ALL PIPING SHALL BE RUN TO AVOID CONFLICTS WITH OTHER TRADES. 17. MAKE PROPER PIPING CONNECTIONS TO ALL FIXTURES AND EQUIPMENT EVEN THOUGH ALL BRANCH MAINS, ELBOWS AND CONNECTIONS ARE NOT BE SHOWN. 18. FOR PIPE SIZES NOT SHOWN ON FLOOR PLAN, REFER TO PLUMBING RISER DIAGRAMS, DETAILS AND SCHEDULES. 19. PIPING SHALL BE INSTALLED SO THAT ALL VALVES ARE ACCESSIBLE. FLUSH VALVE CONTROLS FOR HANDICAPPED ACCESSIBLE FIXTURES SHALL BE LOCATED ON THE WIDE SIDE OF THE STALL. ALL

# PLUMBING SPECIFICATIONS

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS ARE TO DESCRIBE THE INSTALLATION OF A COMPLETE, FULLY ADJUSTED, AND OPERATIONAL SYSTEM.

- THE CONTRACTOR SHALL PROVIDE ALL SUPERVISION, LABOR, MATERIAL, EQUIPMENT, MACHINERY, AND ANY AND ALL OTHER ITEMS NECESSARY TO COMPLETE THE SYSTEMS.
- 3. ALL WORK UNDER THIS SECTION SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE 2015 STATE BUILDING CODES. IN THE EVENT THE LOCAL AUTHORITY HAVING JURISDICTION DETERMINES THERE IS A CODE VIOLATION ASSOCIATED WITH THE CONSTRUCTION DOCUMENTS AND REQUIRES ADDITIONAL WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE VIOLATION. IF THE CONTRACTOR DOES NOT CONTACT THE ENGINEER, ALL EXPENSES ASSOCIATED WITH THE VIOLATION WILL BE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO SUBMITTING BID AND COMMENCING WORK. ALL DISCREPANCIES AND INTERFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES REQUIRED FOR THE INSTALLATION OF THEIR WORK.
- THE DRAWINGS ARE DIAGRAMMATIC ONLY. THE CONTRACTOR MAY NEED TO MAKE FIELD ADJUSTMENTS TO ACCOMMODATE ACTUAL FIELD CONDITIONS. CONTACT ENGINEER FOR HIS APPROVAL FOR ANY ADJUSTMENTS THAT WILL CHANGE THE "EXPOSED TO VIEW" APPEARANCE OF ANY GIVEN AREA OR IF THE CHANGE IMPACTS PERFORMANCE.
- THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR THE GENERAL CONSTRUCTION OF THE BUILDING, FOR FLOORS AND CEILING HEIGHTS, FOR LOCATIONS OF WALLS, PARTITIONS, BEAMS, ETC.
- EQUIPMENT AND MATERIALS SHALL BE HANDLED, STORED AND PROTECTED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- THE CONTRACTOR SHALL PERFORM ANY AND ALL TRENCHING, EXCAVATION AND BACKFILLING REQUIRED FOR THE INSTALLATION OF HIS WORK.
- 10. THE PLUMBING CONTRACTOR SHALL FURNISH ALL NECESSARY SCAFFOLDING, STAGING, RIGGING AND HOISTING REQUIRED FOR THE COMPLETION OF HIS WORK.
- 11. ALL WORK SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR AND OTHER TRADES INVOLVED IN THE CONSTRUCTION PROJECT. ALL WORK SHALL BE CAREFULLY LAID OUT IN ADVANCE TO COORDINATE ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL FEATURES OF CONSTRUCTION.
- 12. ALL FIXTURES SHALL HAVE CHROME-PLATED ANGLE STOP VALVE WITH ESCUTCHEONS. FIXTURES WITH FAST CLOSING VALVES SHALL HAVE ACCESSIBLE WATER HAMMER ARRESTORS.
- 13. PIPE HANGERS: CARBON STEEL, ADJUSTABLE CLEVIS.

XXX

- 14. SHIELDS FOR INSULATED PIPE, 18 GAUGE GALVANIZED STEEL SHIELD OVER INSULATION IN 180 DEGREE SEGMENTS, MINIMUM 12 INCHES LONG AT PIPE SUPPORT.
- 15. STEEL HANGER RODS: THREADED BOTH ENDS OR CONTINUOUS THREADED.

- 16. INSTALL HANGERS, SUPPORTS, CLAMPS, AND ATTACHMENTS AS REQUIRED TO PROPERLY SUPPORT PIPING FROM BUILDING STRUCTURE.
- 17. IDENTIFY PIPING, CONCEALED OR EXPOSED, WITH PLASTIC TAPE PIPE MARKERS. TAGS MAYBE USED ON SMALL DIAMETER PIPING. IDENTIFY SERVICE, FLOW DIRECTION, AND PRESSURE. INSTALL IN CLEAR VIEW AND ALIGN WITH AXIS OF PIPING. LOCATE IDENTIFICATION NOT TO EXCEED 20 FEET ON STRAIGHT RUNS INCLUDING RISERS AND DROPS, ADJACENT TO EACH VALVE AND "T", AT EACH SIDE OF PENETRATION OF STRUCTURE OR ENCLOSURE, AND AT EACH OBSTRUCTION.
- 18. HOT AND COLD WATER PIPES SHALL BE INSULATED WITH ARMAFLEX INSULATION, 1" THICK ON HOT WATER SUPPLY, 1" THICK ON COLD WATER.
- 19. ALL DWV PIPING SHALL BE CISPI 301 CAST-IRON HUBLESS PIPE WITH CISPI 310 COUPLINGS (OR PLUMBING CODE APPROVED OR LISTED COUPLINGS). ALL FITTINGS SHALL BE LONG RADIUS (EXCEPT FITTINGS IN VENT PIPING MAY BE SHORT RADIUS). MINIMUM PIPE SIZE SHALL BE 1-1/2". CLEANOUTS SHALL BE ANSI A112.36.2M: PROVIDE THREADED PVC PLASTIC CLEANOUT PLUGS. WALL CLEANOUTS SHALL HAVE POLISHED STAINLESS STEEL OR CHROMIUM-PLATED COPPER ALLOY FLUSH COVER PLATE, SECURED TO CLEANOUT PLUG WITH COUNTERSUNK STAINLESS STEEL SCREW.
- 20. WATER PIPING SHALL BE COPPER TUBING: ASTM B88, TYPE L, HARD DRAWN. FITTINGS: ANSI/ASME B16.23, CAST BRASS, OR ANSI/ASME B16.29, WROUGHT COPPER JOINTS, ANSI/ASTM B32, SOLDER, GRADE 95 TA.
- 21. BALL VALVES SHALL BE 150 PSI RATED, BRONZE OR STAINLESS STEEL BODY, STAINLESS STEEL BALL TEFLON SEATS AND STUFFING BOX RING, LEVER HANDLE AND BALANCING STOPS, THREADED ENDS.
- 22. PIPING SHALL BE INSTALLED IN AN ORDERLY MANNER, PLUMB AND PARALLEL TO BUILDING STRUCTURE. REAM PIPE AND TUBE ENDS. REMOVE BURRS. BEVEL PLAIN AND FERROUS PIPE. REMOVE SCALE AND DIRT, ON INSIDE AND OUTSIDE, BEFORE ASSEMBLY.
- 23. PROVIDE NON-CONDUCTING DIELECTRIC CONNECTIONS WHEREVER JOINTING DISSIMILAR METALS.
- 24. UPON COMPLETION OF INSTALLATION, DISINFECT THE WATER SYSTEM IN ACCORDANCE WITH THE
- 25. CLEAN ALL PLUMBING FIXTURES AND EQUIPMENT THOROUGHLY BEFORE FINAL INSPECTION, LEAVING ALL READY FOR USE.

# PLUMBING LEGEND

13

1. ALL DARK AND DASHED SYMBOLS INDICATE DEVICES AND EQUIPMENT TO BE REMOVED.

15

16

VIA DESIGN

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07/01/2021

- 2. ALL DARK AND SOLID SYMBOLS INDICATE DEVICES AND EQUIPMENT AS NEW WORK.
- 3. ALL LIGHT AND SOLID SYMBOLS INDICATE DEVICES AND EQUIPMENT THAT ARE EXISTING TO REMAIN.

<del></del>	DOMESTIC COLD WATER PIPING (CW)
	DOMESTIC HOT WATER PIPING (HW)
	SANITARY SEWER OR WASTE PIPING (WP)
	SANITARY VENT PIPING (VP)
0	PIPING TURN UP
C	PIPING TURN DOWN
FD <b>(</b>	FLOOR DRAIN (FD)
——Ю——	BALL VALVE

CONTINUATION

POINT OF CONNECTION NEW TO EXISTING
POINT OF DEMOLITION LIMIT

DEMOLITION SHEET KEYNOTE

NEW WORK SHEET KEYNOTE

# PLUMBING FIXTURE NUMBER
PLUMBING CONTRACTOR TO
PROVIDE AND INSTALL.

# **ABBREVIATIONS**

	ADDL	VIATIONS
-	AAV	AIR ADMITTANCE VALVE
	AFF	ABOVE FINISHED FLOOR
	BTUH	BRITISH THERMAL UNITS PER HOUR
	DIA	DIAMETER
	(E)	EXISTING
	FIXT	FIXTURE
	FU	FIXTURE UNIT
	FV	FLUSH VALVE
	GAL	GALLON(S)
	GPH	GALLSON PER HOUR
	GPM	GALLSON PER MIN
	IN	INCH(ES)
	IND	INDIRECT WASTE
	LAV	LAVATORY
	MAX	MAXIMUM
	MIN	MINIMUM
	OC	ON CENTER
	PSI	POUNDS PER SQUARE INCH
	TEMP	TEMPERATURE
	TYP	TYPICAL
	WC	WATER CLOSET
	WM	WALL MOUNTED
	WS	WASTE STACK

WATER HEATER SCHEDULE									
MARK CAPACITY INPUT (KW) (GAL @ °F VOLTS PHASE MANUFACTURER MODEL (GALLONS) RISE)							REMARKS		
WH-1	10	2.5	13 @ 80°F	120	1	BRADFORD WHITE	LE110U3-1	SET WATER HEATER TO 140°F.	

				PLUMI	BING FIX	XTURE	SCHED	)ULE				
MARK	FIXTURE	MANUEACTURER	FIXTURE MODEL NO.	MOUNTING	1	SEAT	FAUCET		PIPE S	IZES		REMARKS
IVI/ (IXIX	TIXTORE	WWWOTHOTOTEK	TIXTORE MODEL NO.	HEIGHT	VALVE	SEAT	FITTINGS	WASTE	VENT	HOT	COLD	INCLIVII IINNO
FD	FLOOR DRAIN	ZURN	Z415BZ	-	-	-	-	3"	-	-	-	POLISHED NICKEL BRONZE TOP, NO-HUB, CAST IRON, ADJUSTABLE COLLAR, LEVELING STRAINER. PROVIDE WITH TRAP GUARD
P-1	WATER CLOSET ADA	AMERICAN STANDARD	215AB.004	RIM @ 16.5" AFF	-	5901.110T	-	4"	2"	-	1/2"	FLOOR MOUNTED FLOOR OUTLET, 1.6 GAL PER FLUSH
P-2	WATER CLOSET	AMERICAN STANDARD	215CB.004	RIM @ 15" AFF	-	5901.110T	-	4"	2"	-	1/2"	FLOOR MOUNTED FLOOR OUTLET, 1.6 GAL PER FLUSH
P-3	URINAL	AMERICAN STANDARD	6590.505	RIM @ 24" AFF	AMERICAN STANDARD 6063.051	-	-	1-1/2"	1-1/2"	-	3/4"	MAX FLOW RATE 0.5 GPM
P-4	LAVATORY ADA	AMERICAN STANDARD	0955.001 EC	RIM @ 34" AFF	-	-	775B.105 PK00.WRK	1-1/2"	1-1/2"	1/2"	1/2"	SENSOR OPERATED FAUCET WITH INTEGRAL ASSE 1070 MIXING VALVE WITH 10 YEAR BATTERY BACK, 0.35 GPM
P-5	MOP SINK	FIAT	TSB3010	FLOOR	-	-	830AA	3"	1-1/2"	1/2"	1/2"	
P-6	ELECTRIC WATER COOLER	ELKAY	LZSTL8WSLK	RIM @ 31-5/16"				-	-	-	-	FILTERED REFRIGERATED WATER COOLER WITH BOTTLE FILLING STATIC CONNECT TO EXISTING PIPING.

GENERAL NOTE

FIXTURES LISTED ARE BASIS OF DESIGN ONLY, APPROVED EQUALS ARE ACCEPTABLE.

ACCOMACK COUNTY

REVISIONS

NO. DATE DESCRIPTION

PROJECT NUMBER: 21015

DATE: 07/01/2021

CHECKED BY:
SHEET STATUS:

PRELIMINARY
335% PROGRESS PRINTS
65% PROGRESS PRINTS
95% PROGRESS PRINTS

RECORD DRAWINGS

LEGEND, ABBREVIATIONS,

AND GENERAL NOTES

SHEET NUMBER:

KEY PLAN:

BUILDING BY USE OF AN ELECTRONIC SWIPE CARD AND WILL FOLLOW COUNTY POLICY REGARDING ASSIGNED CARD(S).

| 1-1/2" = 1'-0" | 1-1/2" = 1'-0" |

THE CONTRACTOR WILL NEED TO PROVIDE A RENTAL TOILET FOR WORKERS.

VALVES THAT ARE NOT ADJACENT TO THE FIXTURE OR APPLIANCE SHALL BE IDENTIFIED, INDICATING

ALL SANITARY CLEANOUTS SHALL BE SET FLUSH WITH EITHER THE FINISHED FLOOR, FINISHED WALL OR FINISHED GRADE. ALL CLEANOUTS SHOWN IN PAVED AREAS OR ON GRADE SHALL BE SET FLUSH IN

A 12"x12"x4" THICK CONCRETE PAD. PROVIDE CLEANOUTS AT OR NEAR THE BASE OF ALL RAIN

23. AT QUESTIONABLE BELOW SLAB WASTE LOCATIONS CONTRACTOR SHALL SCOPE, LOCATE AND VERIFY

26. PLUMBING FOR THE UPSTAIRS RESTROOMS MUST REMAIN OPERABLE DURING BUSINESS HOURS.

27. ALL DEMOLITION WORK, CONCRETE SAWING, AND MASONRY WORK MUST BE PERFORMED WEEK

THE HALLWAYS MAY NOT BE USED FOR STORING MATERIALS AND MUST REMAIN CLEAR OF

TIPPING FEES AT THE COUNTY LANDFILL FOR DEBRIS ASSOCIATED WITH THIS PROJECT WILL BE

32. THE CONTRACTOR WILL HAVE ACCESS TO THE FIRST FLOOR ONLY AT THE COUNTY ADMINISTRATION

NIGHTS AFTER 5:00 PM (WITH THE EXCEPTION OF THE SECOND AND THIRD WEDNESDAY EVENINGS WHEN MEETINGS ARE HELD IN THE BOARD CHAMBERS) OR ON WEEKENDS AND COUNTY HOLIDAYS

WORK MAY BE PERFORMED DURING NORMAL BUSINESS HOURS PROVIDED NOISE IS MINIMAL AND IT

22. ROD OUT AND CLEAN ALL NEW AND RENOVATED SANITARY PIPING UPON COMPLETION OF

EXACT BELOW GROUND/ SLAB LOCATIONS PRIOR TO FLOOR SLAB CUTTING.

THE FIXTURE OR APPLIANCE BEING SERVED.

21. ALL PIPING SHALL BE SUPPORTED ON A MAXIMUM OF 5'-0" CENTERS.

25. PROJECT FINAL COMPLETION: SUNDAY, NOVEMBER 28TH AT 5:00PM.

24. NOTICE TO PROCEED: FRIDAY, SEPTEMBER 3RD AT 5:00PM.

DOES NOT INTERFERE WITH COUNTY OPERATIONS.

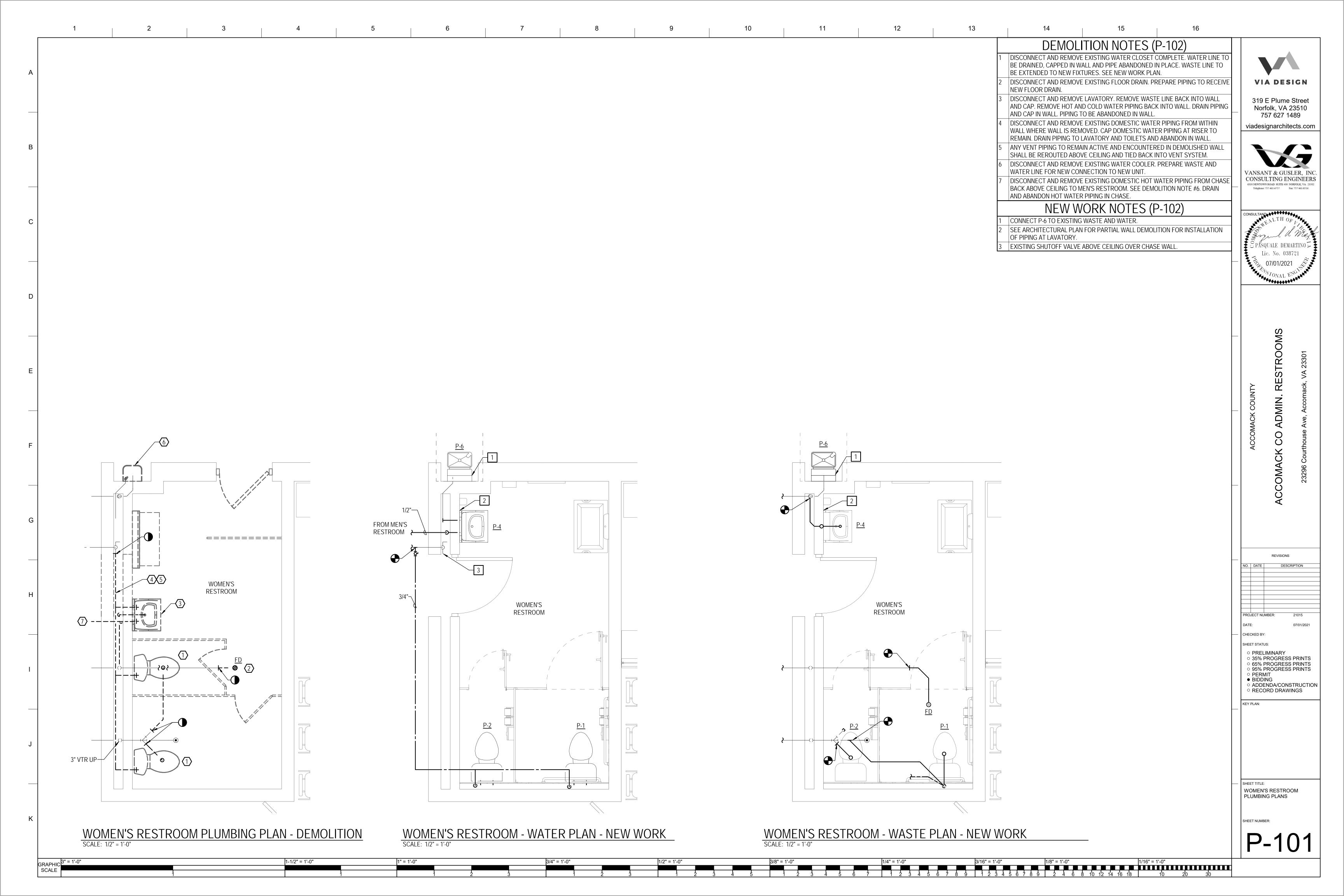
MATERIALS/DEBRIS DURING COUNTY BUSINESS HOURS

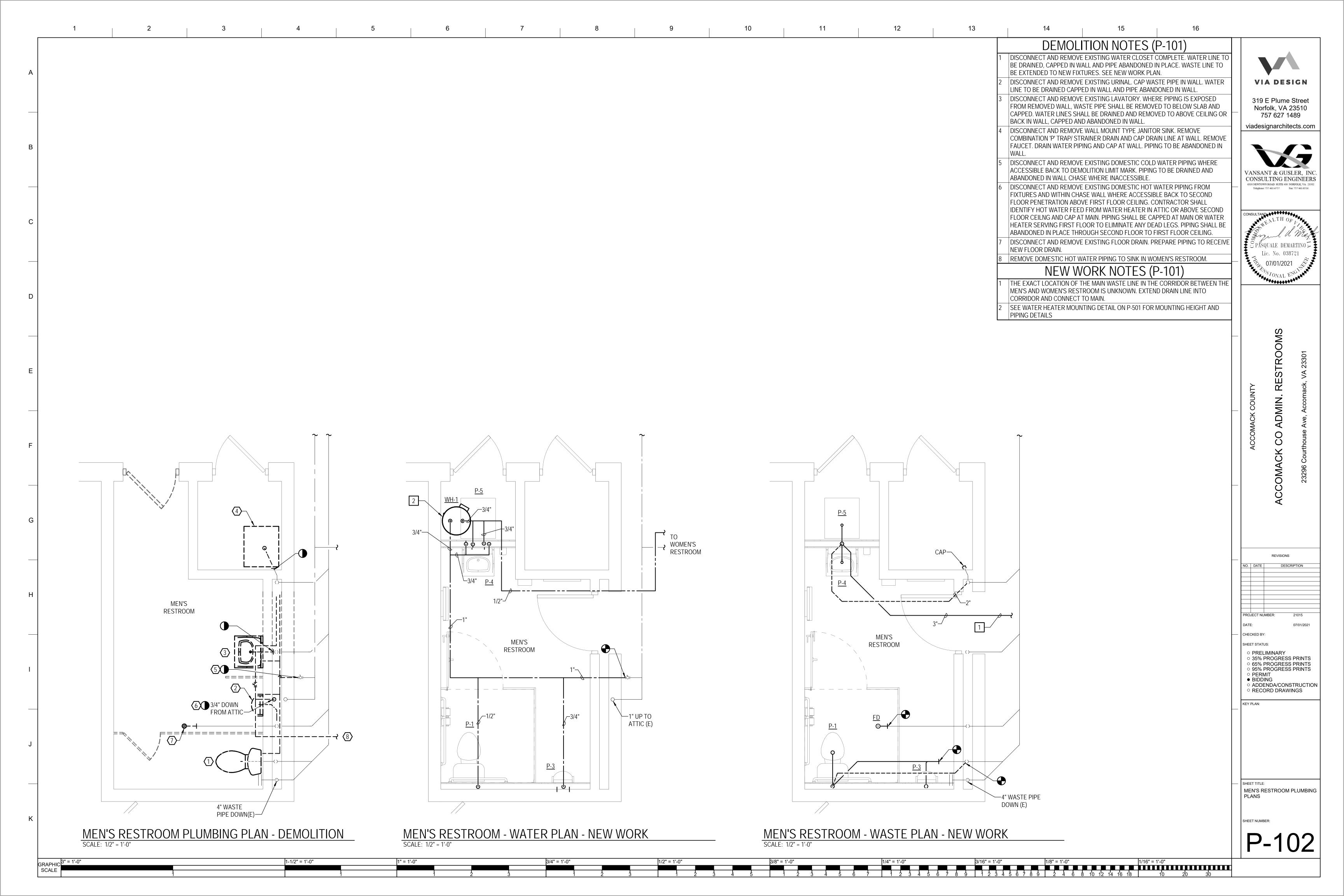
LEADERS AND WASTE STACKS.

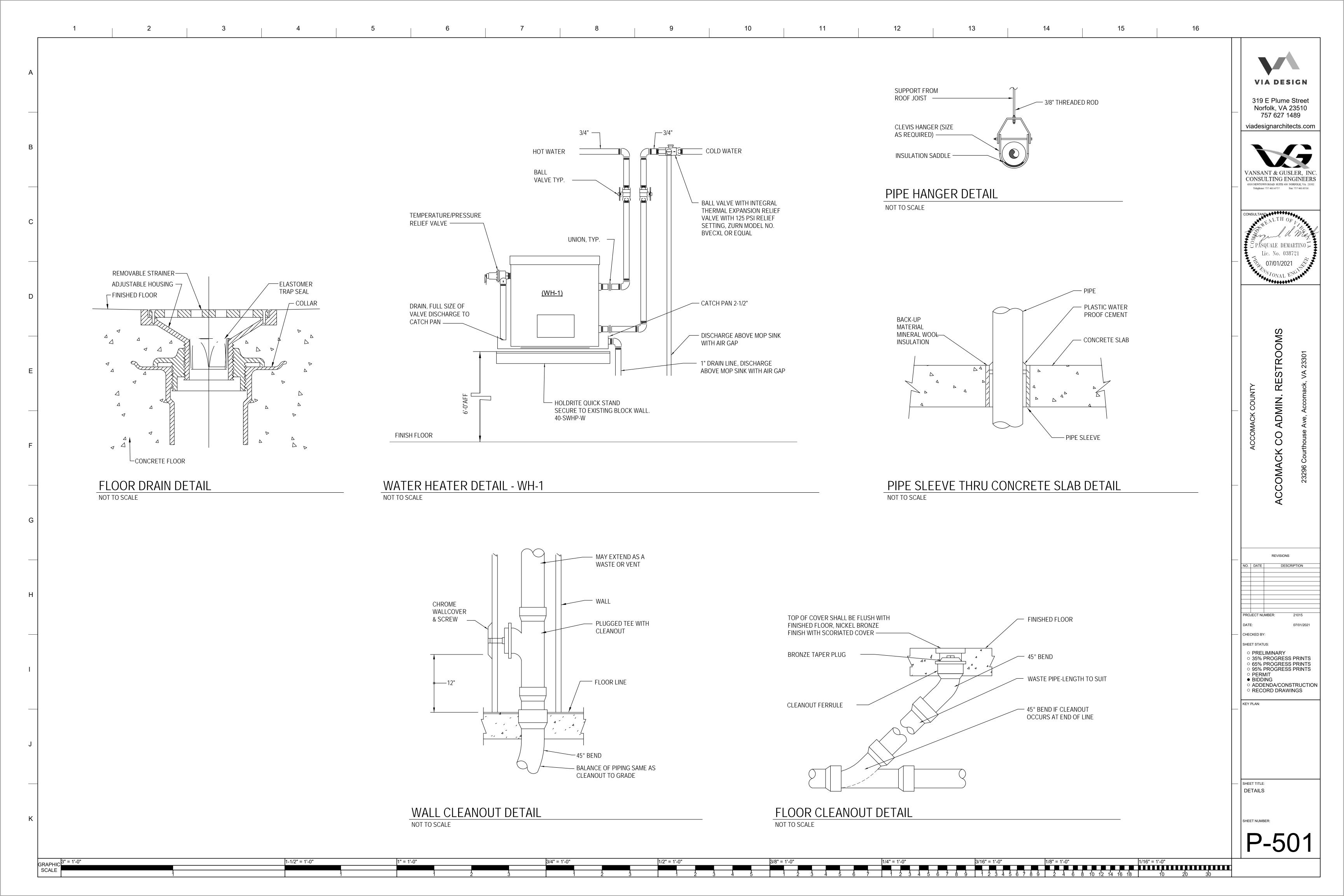
INSTALLATION.

WAIVED

1'-0" | 1/2" = 1'-0" | 1/4" = 1'-0" | 3/4" = 1'-0" | 3/16" = 1'-0" | 1/8" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'-0" | 1/16" = 1'







# GENERAL MECHANICAL NOTES

1. PROVIDE ALL NECESSARY LABOR, EQUIPMENT, ETC. FOR ALL WORK INDICATED AND REQUIRED FOR A COMPLETE INSTALLATION. PAY ALL FEES AND OBTAIN ALL REQUIRED LICENSES AND PERMITS. ALL WORK AND EQUIPMENT SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.

VIRGINIA MECHANICAL CODE 2015 INTERNATIONAL MECHANICAL CODE 2015 VIRGINIA UNIFORM STATEWIDE BUILDING CODE 2015 NFPA NEC

- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND PROPER RELATION OF THE MECHANICAL WORK TO THE BUILDING STRUCTURE AND THE WORK OF OTHER TRADES.
- 3. PROTECT WORK AGAINST THEFT, INJURY OR DAMAGE. CAREFULLY STORE MATERIAL AND EQUIPMENT OFF THE GROUND AND UNDER COVER. CLOSE OPEN ENDS OF WORK OR EQUIPMENT WITH TEMPORARY COVERS OR PLUGS DURING STORAGE AND CONSTRUCTION TO PREVENT ENTRY OF OBSTRUCTING MATERIAL.
- 4. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE LISTING REQUIREMENTS.
- 5 DRAWINGS.
  - A. DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS.
  - THE CONTRACTOR SHALL, WITHOUT EXTRA CHARGES, MAKE REASONABLE MODIFICATIONS IN THE LAYOUT. BECAUSE OF THE SMALL SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS AND ACCESSORIES THAT MAY BE REQUIRED. THE CONTRACTOR SHALL CAREFULLY INVESTIGATE THE EXISTING PLUMBING, ELECTRICAL, STRUCTURAL, ARCHITECTURAL AND NEW ELECTRICAL CONDITIONS THAT WOULD IMPACT THE WORK TO BE PERFORMED AND SHALL ARRANGE SUCH WORK ACCORDINGLY, FURNISHING REQUIRED DUCTWORK OFFSETS, FITTINGS, AND ACCESSORIES TO MEET SUCH CONDITIONS.
  - C. SHOULD DISCREPANCIES OCCUR BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, OR WITHIN EITHER DOCUMENT ITSELF, THE ITEM ARRANGEMENT OF BETTER QUALITY, GREATER QUANTITY, OR HIGHER COST SHALL BE INCLUDED IN THE CONTRACT PRICE. THE ENGINEER SHALL DECIDE ON THE ITEM AND MANNER IN WHICH THE WORK SHALL BE INSTALLED.
  - D. CONTRACTOR SHALL FOLLOW DRAWINGS IN LAYING OUT WORK AND CHECKING SHOP DRAWINGS OF OTHER TRADES TO VERIFY SPACE IN WHICH WORK WILL BE INSTALLED. MAINTAIN HEADROOM AND SPACE CONDITIONS AT ALL POINTS. WHERE HEADROOM AND SPACE CONDITIONS APPEAR INADEQUATE, THE ENGINEER SHALL BE NOTIFIED BEFORE PROCEEDING WITH INSTALLATION. SUBMITTAL OF SHOP DRAWINGS INDICATE THAT THE CONTRACTOR HAS COORDINATED THEIR WORK WITH OTHER TRADES AND ACCEPTS EXISTING CONDITIONS.
- 6. NOTICE TO PROCEED: FRIDAY, SEPTEMBER 3RD AT 5:00PM.
- 7. PROJECT FINAL COMPLETION: SUNDAY, NOVEMBER 28TH AT 5:00PM.
- 8. PLUMBING FOR THE UPSTAIRS RESTROOMS MUST REMAIN OPERABLE DURING BUSINESS HOURS.
- ALL DEMOLITION WORK, CONCRETE SAWING, AND MASONRY WORK MUST BE PERFORMED WEEK NIGHTS AFTER 5:00 PM (WITH THE EXCEPTION OF THE SECOND AND THIRD WEDNESDAY EVENINGS WHEN MEETINGS ARE HELD IN THE BOARD CHAMBERS) OR ON WEEKENDS AND COUNTY HOLIDAYS.
- 0. WORK MAY BE PERFORMED DURING NORMAL BUSINESS HOURS PROVIDED NOISE IS MINIMAL AND IT DOES NOT INTERFERE WITH COUNTY OPERATIONS.
- 11. THE HALLWAYS MAY NOT BE USED FOR STORING MATERIALS AND MUST REMAIN CLEAR OF MATERIALS/DEBRIS DURING COUNTY BUSINESS
- 12. TIPPING FEES AT THE COUNTY LANDFILL FOR DEBRIS ASSOCIATED WITH THIS PROJECT WILL BE WAIVED.
- 13. THE CONTRACTOR WILL NEED TO PROVIDE A RENTAL TOILET FOR WORKERS.
- 14. THE CONTRACTOR WILL HAVE ACCESS TO THE FIRST FLOOR ONLY AT THE COUNTY ADMINISTRATION BUILDING BY USE OF AN ELECTRONIC SWIPE CARD AND WILL FOLLOW COUNTY POLICY REGARDING ASSIGNED CARD(S).

CONTRACTOR SHALL, PRIOR TO DEMOLITION, PROVIDE AN INITIAL AIR FLOW READING OF MENS, WOMENS AND JANITOR'S CLOSET EXHAUST. THE INITIAL READING SHALL BE PROVIDED TO ANDY NUNNALLY DEPUTY DIRECTOR OF PUBLIC WORKS AND ENGINEER. AFTER COMPLETION OF CONSTRUCTION CONTRACTOR SHALL PROVIDE A FINAL READING OF MEN'S, EXISTING JANITOR CLOSET, NEW JANITOR CLOSET AND WOMEN'S EXHAUST. IN THE EVENT THE AIR FLOWS ARE NOT OBTAINABLE THROUGH BALANCE DAMPER ADJUSTMENT THE CONTRACTOR SHALL WORK WITH PUBLIC WORKS TO ADJUST EXISTING EXHAUST FAN AND PROVIDE REPORT.

GRILLE, REGISTER & DIFFUSER SCHEDULE									
TAG	TAG TYPE SERVICE MAX CFM FACE NECK SIZE MAX. P.D. MANUFACTURE RODEL NO. REMARKS								
E	EXISTING TO REMAIN	EXHAUST	-	-	-	-	-	-	-
Z	EGGCRATE	EXHAUST	130	10"x10"	6"x6"	0.08	TITUS	50F	NOTE 1

TES:
PROVIDE NECESSARY HARDWARE FOR SURFACE MOUNT INSTALLATION - CONCEALED SCREW.

# GENERAL DEMOLITION NOTES

EXISTING HVAC PIPING, DUCTWORK, IS BASED ON FIELD OBSERVATION WITHOUT DEMOLITION. AFTER DEMOLITION, ANY CLARIFICATION REQUIRED TO DETERMINE SCOPE OF WORK SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

THE CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS.

DRAWINGS DO NOT SHOW EVERY EXISTING PIPE, CONDUIT, DUCT, ETC. CONTRACTOR SHALL TAKE CARE TO REMOVE ONLY ITEMS REQUIRED TO BE REMOVED AND VERIFY PIPES, DUCTS, ETC. BEFORE REMOVAL.

BUILDING IS TO REMAIN OCCUPIED DURING CONSTRUCTION. REMOVAL OR SHUT-DOWN OF EQUIPMENT THAT AFFECTS AN OCCUPIED AREA'S AIR CONDITIONING OR HEATING SHALL ONLY BE DONE AS APPROVED OR TEMPORARY AIR CONDITIONING OR HEATING SHALL BE PROVIDED AT CONTRACTOR'S EXPENSE. THIS MAY REQUIRE NIGHT AND WEEKEND WORK TO KEEP BUILDING IN OPERATION. REMOVE EXISTING DUCTWORK AND PIPING NOT TO BE REUSED INCLUDING SUPPORTS.

CONTRACTOR SHALL PATCH, PAINT, AND REPAIR DRYWALL AS REQUIRED TO INSTALL MECHANICAL SYSTEMS SHOWN.

CONTRACTOR SHALL BE AWARE THAT THE EXISTING EXHAUST FAN, WHICH SERVES THE FIRST FLOOR TOILETS AND SECOND FLOOR TOILETS, IS LOCATED IN THE ATTIC SPACE.

# MECHANICAL SPECIFICATIONS

# PART 1 - GENERAL

- 1.1 THE SCOPE OF THE WORK INCLUDES FURNISHING AND INSTALLING A FIRST CLASS WORKING MECHANICAL SYSTEM, TESTED AND READY FOR OPERATION, COMPLETE WITH LABOR, MATERIALS, APPARATUS, TRANSPORTATION AND TOOLS REQUIRED FOR THE INSTALLATION IN CONFORMANCE WITH DRAWINGS AND THESE SPECIFICATIONS.
- THE CONTRACTOR SHALL DELIVER AND INSTALL THE MECHANICAL MATERIALS AND EQUIPMENT COVERED BY THE PLANS AND SPECIFICATIONS COMPLETE AND IN FIRST CLASS CONDITION IN EVERY RESPECT. HE/SHE SHALL GUARANTEE THAT THE MATERIALS, EQUIPMENT AND WORKMANSHIP PROVIDED BY HIM SHALL BE ENTIRELY FREE FROM DEFECTS, AND THAT HE/SHE WILL REPAIR AND REPLACE AT HIS OWN EXPENSE AS MAY BE DIRECTED BY THE OWNER, ANY MATERIAL, EQUIPMENT OR WORKMANSHIP IN WHICH DEFECTS MAY DEVELOP. PROVIDE A WRITTEN WARRANTY FOR A PERIOD OF 12 MONTHS AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL AFTER FINAL ACCEPTANCE AT NO ADDITIONAL COST TO THE OWNER.

# PART 2 - PRODUCTS

- 2.1 DUCTWORK
  - A. PROVIDE SHOP FABRICATED GALVANIZED STEEL DUCTS. FABRICATE, CONSTRUCT, BRACE, REINFORCE, INSTALL, SUPPORT AND SEAL DUCTS IN DIRECTION OF FLOW. PROVIDE DUCTS STRAIGHT AND SMOOTH ON THE INSIDE WITH NEATLY FINISHED AIR TIGHT JOINTS.
  - B. RECTANGULAR DUCTS AND FITTINGS: COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS METAL AND FLEXIBLE" BASED ON INDICATED STATIC PRESSURE CLASS UNLESS OTHERWISE INDICATED.
  - C. FLEX DUCT AND FITTINGS: COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS METAL AND FLEXIBLE" BASED ON INDICATED STATIC PRESSURE CLASS UNLESS OTHERWISE INDICATED.
- 2.2 AIR DEVICES:
  - A. PROVIDE AS INDICATED ON THE SCHEDULES AND DRAWINGS. INSTALL IN ACCORDANCE WITH MANUFACTURERS INSTALLATIONS INSTRUCTIONS.

# PART 3 - EXECUTION

- 3.1 COORDINATE WORK CLOSELY WITH OTHER TRADES.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR, AND BE REQUIRED TO MAKE GOOD AT HIS OWN EXPENSE, ANY AND ALL DAMAGES TO ANY WORK OR MATERIALS IN PLACE ON THE PREMISES, OR INCLUDED IN THIS CONTRACT, DURING THE EXECUTION OF HIS CONTRACT.
- PROVIDE ALL MATERIALS, TOOLS, LABOR, AND OTHER RELATED ITEMS TO COMPLETE ALL WORK, INCLUDING CONNECTIONS TO ALL EQUIPMENT IN ACCORDANCE WITH THE VIRGINIA MECHANICAL CODE.
- TESTING, ADJUSTING AND BALANCING HVAC SYSTEM. SCOPE OF WORK: WORK INCLUDES FINAL TAB OF THE EXHAUST SYSTEM SERVING THE MEN'S AND WOMEN'S FIRST FLOOR TOILET AND JANITORS CLOSET. TESTING AND BALANCING CONTRACTOR SHALL BE NEBB OR AABC CERTIFIED.
  - A. SUBMITTAL REQUIREMENTS:
  - 1. TAB AGENCY AND TESTER QUALIFICATIONS AND CERTIFICATION.
  - 2. FINAL TAB REPORT OF THE TEMPORARY DETOXIFICATION UNIT
  - B. ACCEPTABLE TAB CONTRACTORS:
    - ATLANTIC TESTING AND COMMISSIONING.
       TESTING SPECIALTIES INCORPORATED.



NEW WORK SHEET KEYNOTE

RIGID DUCT

14

15

13

VIA DESIGN

319 E Plume Street
Norfolk, VA 23510
757 627 1489
viadesignarchitects.com

VANSANT & GUSLER, INC
CONSULTING ENGINEERS
6330 NEWTOWN ROAD SUITE 400 NORFOLK, VA. 23502
Telephone: 757 461-6757 Fax: 757 461-8516

ENLTH OF LANGE PASQUALE DEMARTINO Solo Lic. No. 038721

O7/01/2021

ACCOMACK CO ADMIN. RESTROC

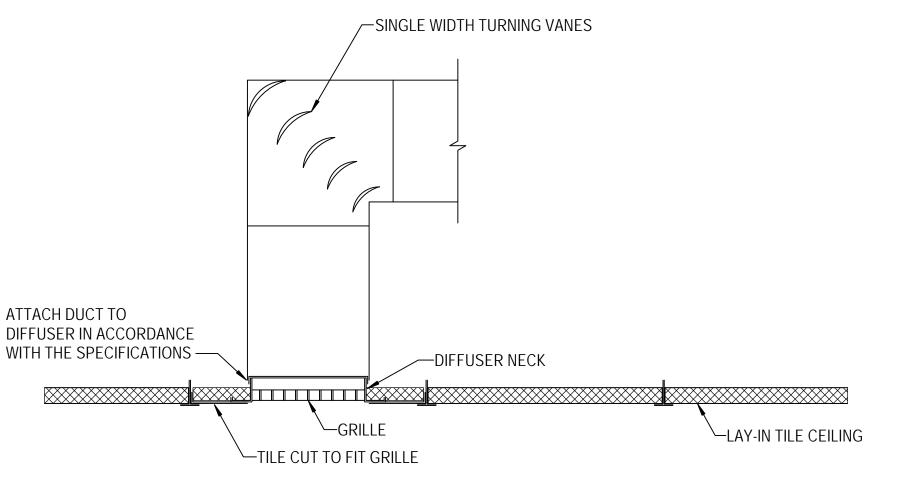
TYPICAL DUCT SUPPORT

NOT TO SCALE

-METAL HANGER STRAP

SECURE TO BOTTOM AND SIDES OF DUCT

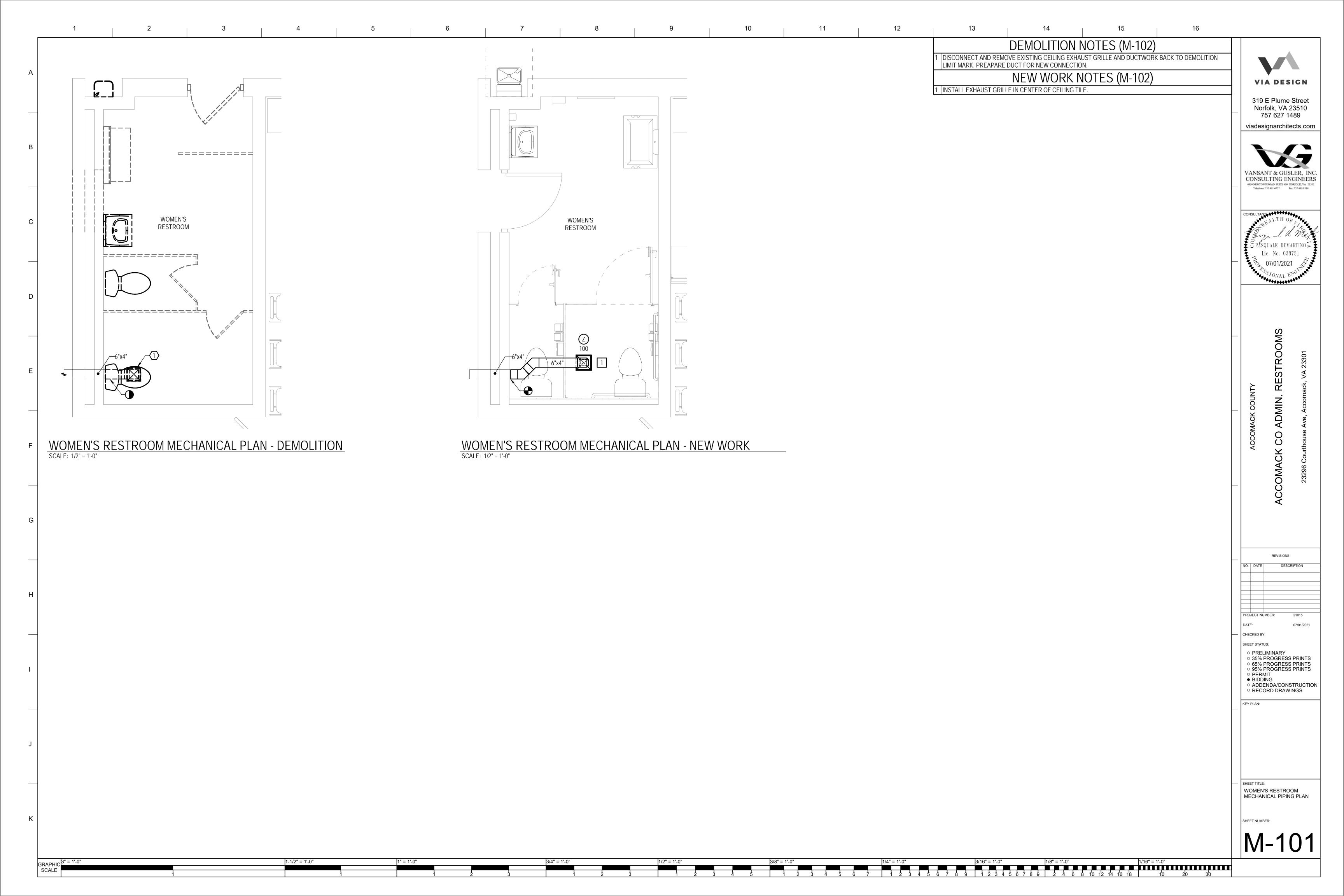
WITH SHEET METAL

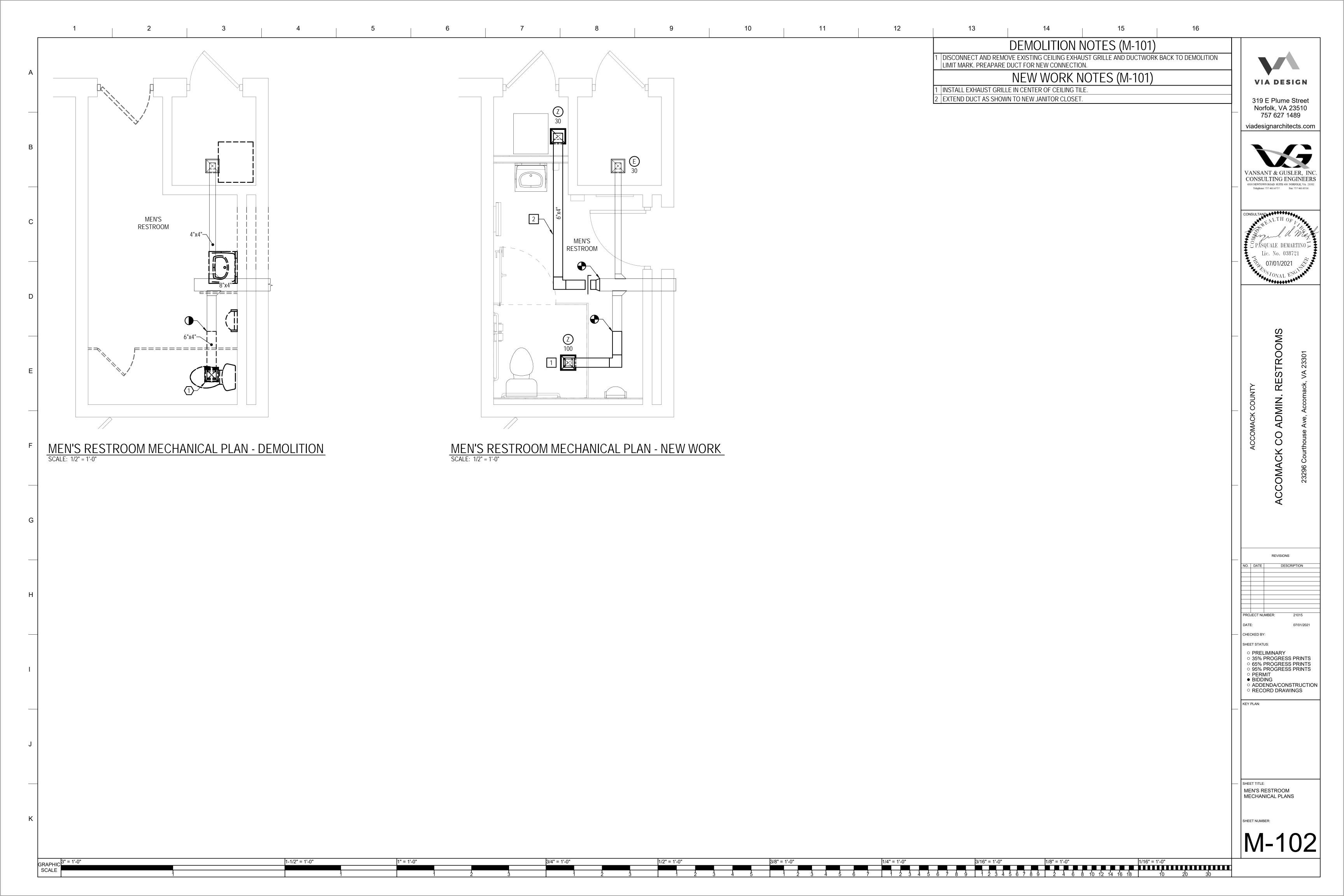


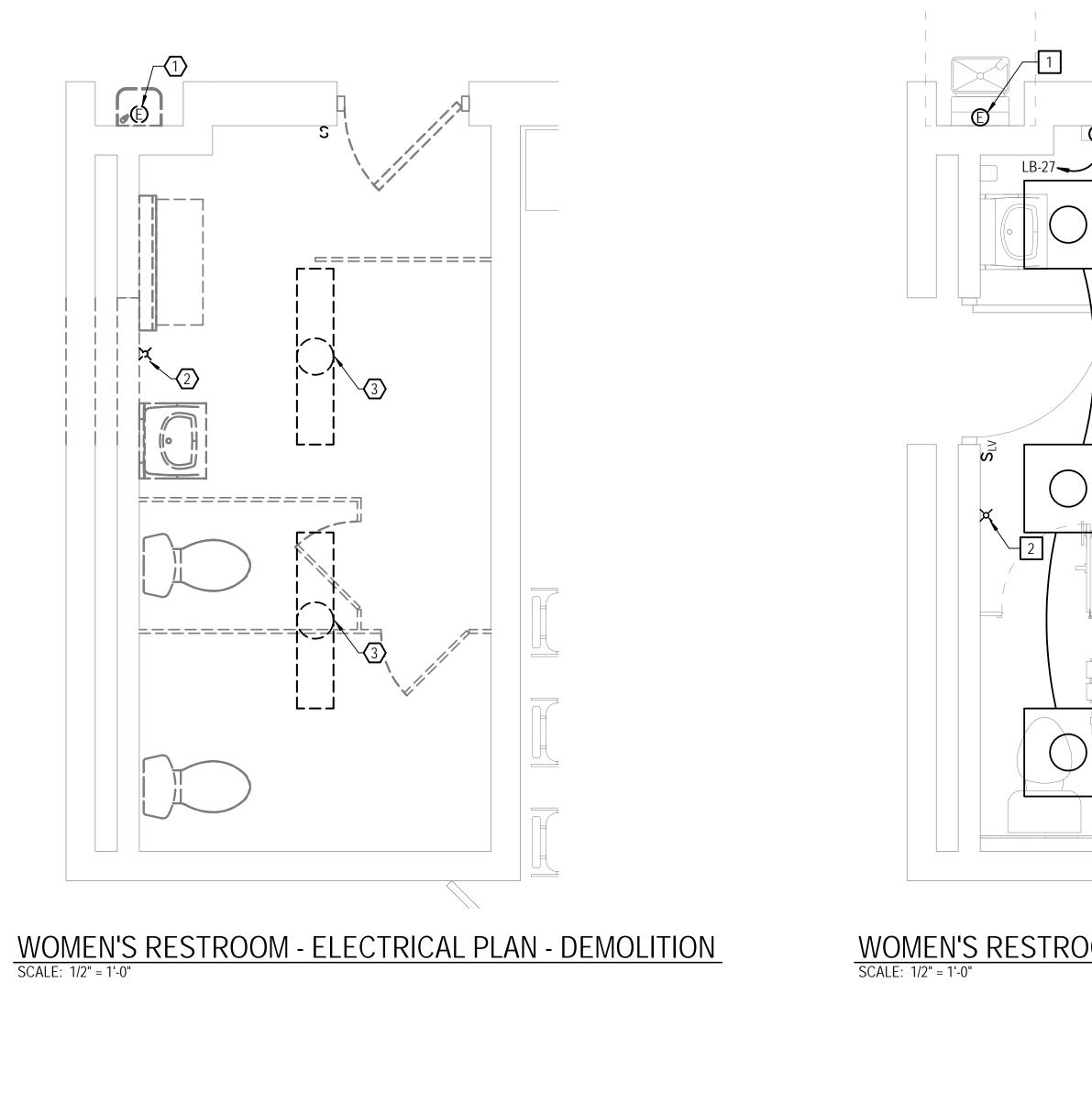
TYPICAL EXHAUST GRILLE DETAIL

NOT TO SCALE

SHEET NUMBER:







WOMEN'S RESTROOM -ELECTRICAL PLAN - NEW WORK
SCALE: 1/2" = 1'-0"

DEMOLITION NOTES (F-102

1 DISCONNECT WATER COOLER. RETAIN CIRCUIT FOR CONNECTION OF NEW WATER

2 DISCONNECT FIRE ALARM VISUAL NOTIFICATION APPLIANCE. RETAIN NAC AND SALVAGE APPLIANCE

3 REMOVE CEILING MOUNTED LUMINAIRE. RETAIN CIRCUIT FOR CONNECTION OF NEW LUMINAIRES.

# NEW WORK NOTES (E-102

EXTEND EXISTING CIRCUIT RETAINED DURING DEMOLITION AND CONNECT TO NEW WATER COOLER.

INSTALL FIRE ALARM NOTIFICATION APPLIANCE SALVAGED DURING DEMOLITION. EXTEND EXISTING N

AND CONNECT TO APPLIANCE.

3 CONNECT EXISTING LIGHTING CIRCUIT RETAINED DURING DEMOLITION.

CONNECT TO NEW HAND DRYER.

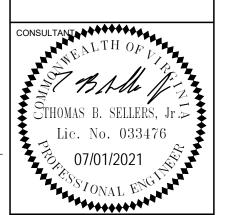
13



319 E Plume Street Norfolk, VA 23510 757 627 1489

viadesignarchitects.com





OMACK CO ADMIN. RESTROOM!

			REVISIONS						
	NO.	DATE	DESCR	IPTION					
	PRO	JECT NU	JMBER:	21015					
	DATE	≣:		07/01/2021					
_	CHE	CKED BY	<b>′</b> :						
	SHEET STATUS:								

PRELIMINARY
35% PROGRESS PRINTS
65% PROGRESS PRINTS
95% PROGRESS PRINTS
PERMIT

BIDDING
 ADDENDA/CONSTRUCTION
 RECORD DRAWINGS

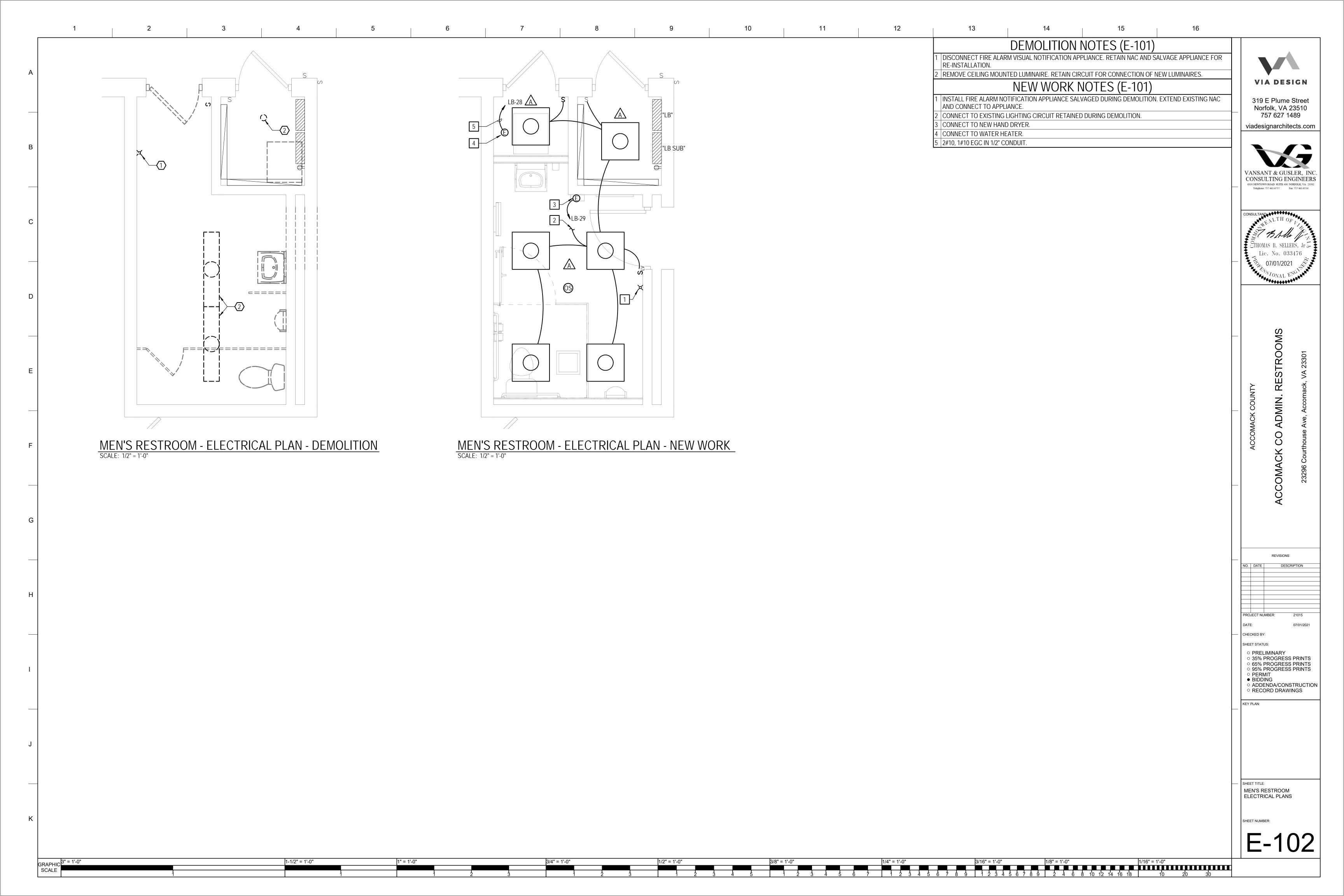
KEY PLAN:

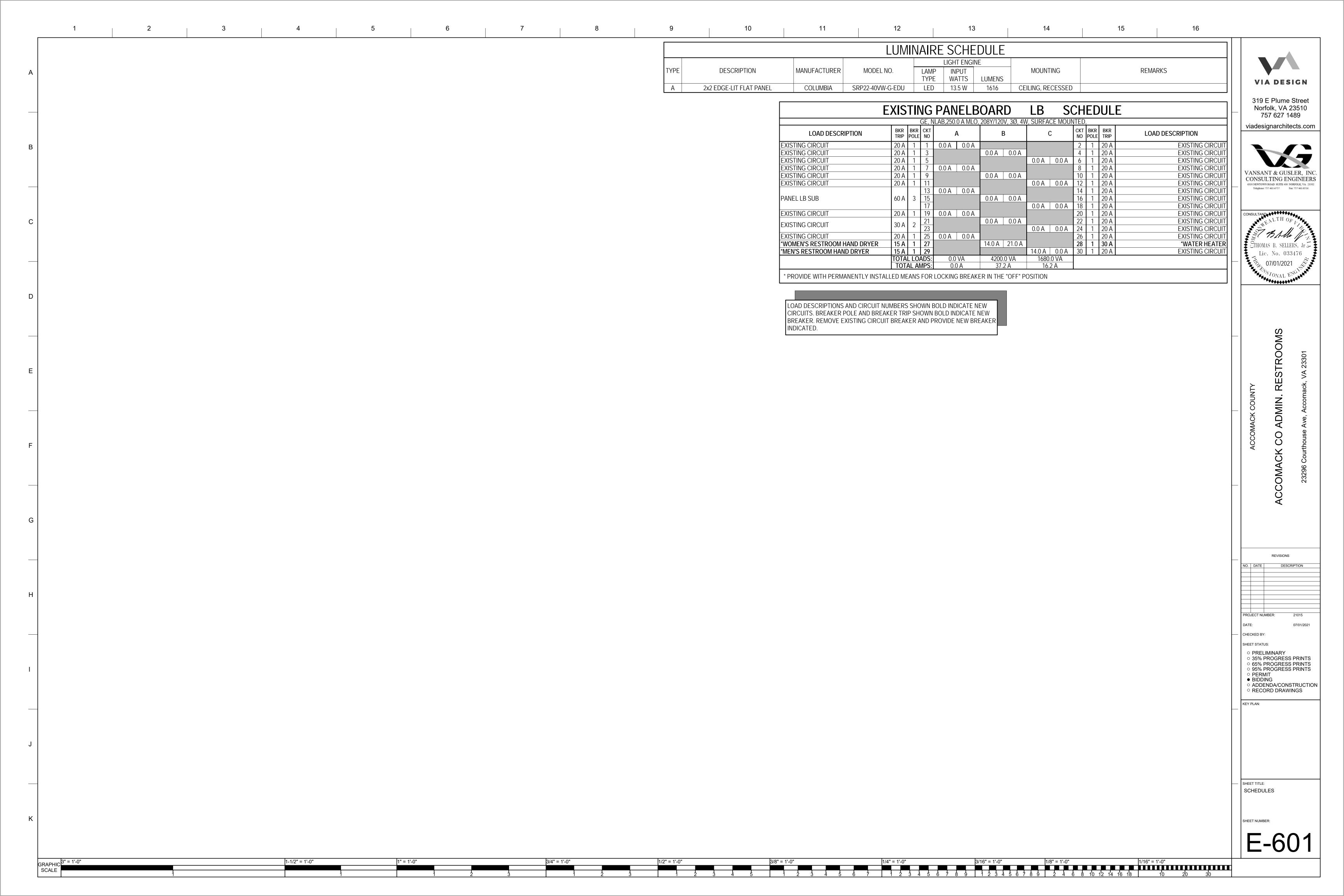
— SHEET TITLE:

WOMEN'S RESTROOM
ELECTRICAL PLANS

SHEET NUMBER:

E-101





# General Terms and Conditions and Instructions to Bidders and Offerors

# **Application:**

These General Terms and Conditions and Instructions to Bidders and Offerors ("Terms and Conditions") apply to all Invitations for Bids (IFBs) and Requests for Proposals (RFPs) and to all contracts, agreements, purchase order, memoranda of understanding, and any change order, modification or addenda thereto ("Contract"), entered by and between the County of Accomack, Virginia (County") and an individual or entity for goods and/or services. These Terms and Conditions do not apply to Contracts by and between the County and any public body or public agency except to the extent that the parties agree to incorporate these Terms and Conditions, in whole or in part, into said Contract.

Where professional services are procured, as defined in Virginia Code Section 2.2-4301, the County's General Terms and Conditions for Professional Services shall also apply. In the event of conflict between these Terms and Conditions and those contained in the General Terms and Conditions for Professional Services, the more stringent requirement shall apply, unless otherwise required by law.

### **Definitions:**

For purposes of these Terms and Conditions, the following terms are defined generally as follows:

"Bidder" shall mean any individual or entity responding to an Invitation for Bids issued by the County.

"Offeror" shall mean any individual or entity responding to a Request for Proposals issued by the County.

"Contract" shall mean any contract, agreement, purchase order, or memorandum of understanding, and any change order, modification or addendum thereto.

"Contractor" shall mean any individual or entity that has entered into a Contract to provide goods or services to the County of Accomack.

### **Tax Exemption:**

The County of Accomack is exempt from and will not pay Federal Excise Tax, Transportation Tax or the Commonwealth of Virginia Sales and Use Tax. The County is also exempt from the local 911 tax. A signed certificate to document the County's tax-exempt status is available upon request **by the Contractor to** the Purchasing office.

### Ethics in Public Contracting (§2.2-4367 et seq., Code of Virginia):

The Contractor shall not offer or receive any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this project. The A/E shall not confer on any public employee having official responsibility for this project any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

1. **Authorization to Conduct Business in the Commonwealth.** Any Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. A business that enters into a Contract, including purchase orders, with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity that fails to remain in compliance with the provisions of this paragraph.

- **2. Contractor's License**: Bidders and Offerors (as required) must be licensed as a Contractor in the Commonwealth of Virginia and/or shall possess any professional license or certification required by state law. Bidders and Offerors are directed to Subtitle II of Title 54.1, Code of Virginia as amended. Bidder or Offeror shall include a copy of its license or certification with the completed bid form.
- 3. **Business License**: All businesses who wish to engage in business with the County of Accomack must possess a valid Accomack County Business License or must document why they are exempt from licensure. <u>Some</u> businesses who have obtained business licenses from other county jurisdictions are exempt from Accomack County licensure requirements; however, rules differ for building contractors and tradesmen who may be required to possess multiple business licenses. Businesses should contact the Commissioner of the Revenue for specific guidance on this issue. This office may be reached at 757-787-5747.
- **4. Insurance:** Any Contractor doing business with the County shall maintain insurance to protect the County from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under a contract, whether such operations by the contractor or subcontractor, or anyone directly or indirectly employed by either, such insurance to conform to the amounts as prescribed by law. 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 during the entire term of the contract.

Whenever work is to be performed on County-owned or -leased property or facilities, the contractor shall be required to have the insurance specified with an insurance company acceptable to the County of Accomack and licensed to do business in the state of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements for the County of Accomack are as follows:

- A. Commercial General Liability: \$1,000,000 per occurrence /\$2,000,000 aggregate and is to include:
  - 1) Premises/Operations' Liability,
  - 2) Products and Completed Operations Coverage, and
  - 3) Independent Contractor's Liability or Owner's and Contractor's Protective Liability.

    The Country of Accompal, Virginia must be named and endorsed, as an "additional in the Country of Accompal, Virginia must be named and endorsed, as an "additional in the Country of Accompal, Virginia must be named and endorsed, as an "additional in the Country of Accompal, Virginia must be named and endorsed as an "additional in the Country of Accompal, Virginia must be named and endorsed as an "additional in the Country of Accompal, Virginia must be named and endorsed as a second as a second and endorsed as a second and endorsed as a second and endorsed as a second as a second and endorsed as a second as a second and endorsed as a second as
    - The County of Accomack, Virginia must be <u>named</u> and <u>endorsed</u> as an "additional insured" when a Contractor is required to obtain Commercial General Liability coverage.
- B. Automotive Liability: \$1,000,000 combined single limit and only if motor vehicle is to be used in the contract.
- C. Worker's Compensation Liability: Virginia statutory requirements and benefits (if the contractor has three or more employees).
- D. Employer's Liability: \$100,000 (if employees are paid a wage or salary).
- E. In addition, various Professional Liability/Errors and Omissions insurance coverages are required when providing those services as follows:

Profession/Service	<b>Occurrence Limit</b>	Aggregate Limit
Accounting	\$1,000,000	\$3,000,000
Architecture	\$2,000,000	\$6,000,000
Asbestos Design, Inspection, or Abatement		
Contractors	\$1,000,000	\$3,000,000
Health Care Practitioner	\$1,650,000	\$3,000,000
Insurance/Risk Management	\$1,000,000	\$3,000,000
Landscape/Architecture	\$500,000	\$1,000,000
Legal	\$1,000,000	\$5,000,000
Professional Engineer	\$2,000,000	\$6,000,000
Surveying	\$100,000	\$300,000

The minimum amount of professional liability insurance required to be carried by the A/E shall be calculated as not less than an amount equal to 5% of the estimated cost of construction of all County-owned projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000 per claim. As an alternative to the calculated amount indicated above, the Architect and/or Engineer (A/E) may work with the County to procure a 'Project Insurance' package for that project which is satisfactory to the County; or the A/E may provide a Certificate of Insurance indicating coverage in the amount of \$2,000,000 per claim and \$6,000,000 in the aggregate.

**5. Non Discrimination:** The County of Accomack does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4310 and 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

For Contracts, including purchase orders, over \$10,000, Contractor agree 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 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.
- B. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
- C. The Contractor, shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal-opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.
- D. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- E. The Contractor shall include the provisions of paragraphs A-D above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- **6. Compliance with Federal Immigration Law**: The Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- **7. Drug-Free Workplace:** During the performance of Contracts, including purchase orders, in excess of \$10,000, Contractors shall agree 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 on the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- **8. Qualifications of Bidder/Offeror:** Each Bidder or Offeror shall be prepared to supply evidence of qualifications and capacity to perform work as proposed. Items which may be considered evidence are as follows:
  - A. Current financial statement
  - B. List of current and past similar contracts
  - C. Explanation of methods to be used in fulfilling this contract
  - D. Statement of current work load and/or capacity

Additional particular items may be requested as needed by the County. All qualifications shall be received within ten (10) days of request by the County.

# 9. Competency of Bidder/Offeror:

- A. The Bidder or Offeror if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents. Such evidence shall be presented within a specified time and to the satisfaction of the County.
- B. Bidders certify that their bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- C. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- D. Bids and Contracts issued by the County of Accomack shall bind Bidders to applicable conditions and requirements set forth in the bid boilerplate, unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

# 10. Completing Bid Forms:

- A. Use only the bid form(s) supplied by the County.
- B. One original signed bid shall be submitted.
- C. All blanks on the bid form(s) shall be filled in completely in ink.
- D. Any interlineation, alteration, or erasure on the bid form shall be initialed by the signer of the bid.
- E. Each bid shall be signed by the person or persons legally authorized to bind the bidder to a Contract, using the legal name of the signer.
- F. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- G. Bidders shall supply all information and submittals required by the bid documents to constitute a proper and responsive bid. Any ambiguity in any bid as a result of omission, error, lack of clarity or noncompliance by the bidder with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the County.
- H. When an error is made in extending total prices, the unit bid price will govern.
- I. Erasures in bids must be initialed by the Bidder. Carelessness in quoting prices or in preparation of bid otherwise will not relieve the Bidder.
- J. Bidders are cautioned to recheck their bids for possible error.
- **11. Descriptive Literature:** Bidder may be required to submit with bid complete pertinent descriptive literature and specifications fully describing the materials proposed to be furnished.
- **12. Specifications Exceptions:** Exceptions to the specifications or general instructions must be in writing and submitted with the bid form. Exceptions to the specifications contained in bids are specifically discouraged. Bidders should attempt to submit a bid fully conforming to the specifications. Failure to clearly identify any exception may result in disqualification of the bid.
- 13. Use of Brand Names: The name of a certain brand, make, manufacturer, or definite specification is to set forth to convey to prospective bidders the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose, shall be acceptable.

- **14. Eligible Vendors:** Vendors responding to a request for supplies must be the manufacturer or authorized distributor of all products bid.
- **15. Delivery Terms:** Bid prices must be net, based on delivery to the specified location(s) in Accomack County. Prices shall include all applicable freight charges; extra charges will not be allowed.
- **16. Comments/Questions:** Any information relative to interpretation of specifications and drawings shall be requested of the Procurement Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Procurement Agent within five (5) business days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Procurement Agent, will be expressed in the form of an addendum to the specification which will be posted to the websites indicated in the IFB no later than three (3) business days before the date set for receipt of bids. Oral answers will not be authoritative. Comments concerning specifications or other provisions of the bid documents may be directed to Lucy Huffman, Procurement Specialist, County of Accomack, via email to <a href="mailto:lhuffman@co.accomack.va.us">lhuffman@co.accomack.va.us</a>.
- **17. Bid/Proposal Delivery:** Bids/proposals may be mailed or delivered as directed in the Invitation for Bids or in the Request for Proposals. Please see the specific instructions given in each individual IFB or RFP.
- **18. Bid/Proposal Preparation:** The bid/proposal and any other documents required to be submitted with the bid shall be enclosed in a sealed, opaque envelope. **The envelope must clearly reference the project title and the project number on its face.**
- 19. Bid/Proposal Receipt: Bids/proposals shall be received before the due date and time stated in the Invitation for Bids or the Request for Proposals. The Bidder/Offeror shall assume full responsibility for taking whatever measures are necessary to ensure that the bid/proposal reaches the location indicated in the solicitation prior to the due date and time set forth in the solicitation. The County will not be responsible for any bid/proposal delayed in the postal service or any other delivery service nor any late bid/proposal or amendment thereto received after the due date and time set forth in the solicitation. Bids received after the due date and time set for receipt of bids will be returned to the bidder unopened.
- **20. Opening of Bids:** Bids received on time will be opened publicly and read aloud at the time and location specified in the Invitation for Bids. The device or mechanism for establishing the opening time shall be established by the County.

### 21. Acceptance or Rejection of Bids:

- A. Unless otherwise specified, the contract shall be awarded to the lowest **responsible** and **responsive** bidder complying with the provisions of the bid documents, provided the bid price is reasonable, does not exceed the funds available, and is in the best interest of the County. The County reserves the right to reject the bid of any bidder who has failed to perform properly in any way or to complete on time contracts previously awarded, or a bid from any bidder who investigation shows is not in a position to perform the Contract. The County reserves the right to reject all bids.
- B. In determining a Bidder's **responsibility**, the County <u>may</u> consider the following in addition to price:
  - 1) The Bidder's ability, capacity, and skill to provide the goods and/or services required within the specified time.
  - 2) The Bidder's ability to provide needed maintenance and service.
  - 3) The character, integrity, reputation, experience, and efficiency of Bidder and the quality of Bidder's performance of previous and/or existing contracts.
  - 4) Whether the Bidder is in arrears to the County, in debt on a contract, or in default on any surety.
- C. In determining a Bidder's **responsiveness**, the County shall consider whether the bid conforms in all material respects to the bid documents. To be responsive, a bid must include all information required by the IFB solicitation.
- D. The County reserves the right to waive any irregularities to the extent permitted by law.
- E. The County reserves the right to reject any and all bids, to accept any bid in whole or in part, to add or delete quantities, to waive any informalities in bids received, to reject a bid not accompanied by any

- required bid security or other data required by bidding documents, and to accept or reject any bid which deviates from specifications when in the best interest of the County.
- F. The County cannot, by law, negotiate cost with the lowest bidder, except where the lowest responsive bid exceeds available funds.
- G. In the event that the lowest responsive bid received from a responsible Bidder exceeds available funds, the County reserves the right to negotiate with that Bidder to obtain a contract price within available funds.
- H. Such other information as may be secured by the County Procurement Agent having a bearing on the decision to award the Contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the County Procurement Agent shall so notify that Bidder and shall have recorded the reasons in the procurement file.

# 22. Acceptance or Rejection of Proposals:

- A. Requests for Proposals shall be awarded to the Offeror whose proposal most closely meets the evaluation criteria set forth in the Request for Proposals with price as one of the determining factors, but not the sole determining factor. The County reserves the right to reject the proposal of any Contractor who has failed to perform properly in any way or to complete on time contracts previously awarded, or a proposal from any Offeror who investigation shows is unqualified to perform the Contract.
- B. The County reserves the right to reject all proposals.
- C. The County reserves the right to waive any irregularities to the extent permitted by law.
- **23. Pricing:** Prices quoted in Proposals shall be considered, but shall not be the sole determining factor in selecting a provider for the required services.
- **24. Notice of Consideration:** Successful offeror(s) will be notified if their proposal has received the highest score(s).
- **25. Binding Bids/Proposals:** Bids/proposals are to be binding for sixty (60) calendar days following the opening date, unless extended by mutual consent of all parties or unless otherwise specified in the terms contained in the Invitation for Bids or Request for Proposals.
- **26. Bid Bond**: Bidders shall be required to provide a Bid Bond in an amount equal to 5% of the bid amount.

### 27. Withdrawal of Bids:

- a. A Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or 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 which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. The Bidder shall give notice in writing to the Procurement Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid-opening procedure and shall submit original work papers with such notice.
- **b.** A Bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
  - 1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Procurement Agent in writing.

- 2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Procurement Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, and similar documents. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- 3) No bid may 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 under the authority of this section, the lowest remaining bid shall be deemed to be the low bid

### 28. Contract Award:

**Bid (IFB)** -- Award will be made on basis of information submitted with the bid and based on what is determined to be in the County's best interest, taking into consideration pricing and qualifications of bidders. A written award in the form of a purchase order, acceptance agreement, or formal contract shall result in a binding contract without further action by either party. If a contract or acceptance agreement is used, the same shall be executed by the successful Bidder within ten (10) working days of receipt of notice of award. All bids shall be approved by the County's Board of Supervisors prior to the award of same.

**Proposal** (**RFP**) – A Selection Committee will review and evaluate all proposals submitted in response to a Request for Proposals. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal and the evaluation criteria listed herein. The Committee shall make recommendation to the County Board of Supervisors, and the Board of Supervisors shall make the final decision. The County shall be the sole judge as to the merits of qualifications submitted by Offerors. The decision of the County shall be final. In the event the County determines, in writing and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The following documents, which are included in the Request for Proposals, shall, unless otherwise provided, be incorporated by reference in the resulting Contract and become a part of said Contract:

- A. County of Accomack Solicitation Form/Acceptance Agreement (Cover Sheet),
- B. General Terms, Conditions and Instructions to Bidders and Offerors,
- C. General Terms and Conditions for Professional Services, if applicable,
- D. Special Provisions and Specifications,
- E. Pricing Schedule,
- F. Any addenda/amendments/Memoranda of Negotiations,
- G. Other documents which may be incorporated by reference, if applicable.
- **29. Tie Bids:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest will not permit the delay of re-advertisement for bids, the County Procurement Agent is authorized to award the Contract to the resident Accomack County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public. The decision of the County to make award to one or more such bidders shall be final.
- **30. Notification of Award:** Successful Bidders/Offerors will be notified immediately upon acceptance of their bid/proposal.
- **31. Guarantees & Warranties:** All guarantees and warranties required shall be furnished by the successful Bidder/Offeror and shall be delivered to the Procurement Agent before final payment on the Contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

- **32. Permits:** Any and all required permits shall be obtained by the successful Bidder/Offeror.
- **33. Performance Bond and Payment Bond:** The successful bidder/ offeror shall be required to provide to the County a Performance Bond and Payment Bond in an amount equal to the amount of the Contract.
- **34. Termination for Convenience:** A Contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Procurement Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the Contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

### **35.** Termination of Contract for Cause

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under the Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- **36.** Contract Alterations: No alterations in the terms of a Contract shall be valid or binding upon the County unless made in writing and signed by the Procurement Agent or his or her authorized agent.
- 37. Subletting of Contract or Assignment of Contract Funds: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his or her contractual duties to any other person, firm, or corporation without the previous written consent of the Procurement Agent. If the Contractor desires to assign his or her right to payment of the Contract, Contractor shall notify the Procurement Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from his or her obligations or change the terms of the contract.
- **38. Funding:** A Contract shall be deemed binding only to the extent of appropriations available to each Department or Office for the purchase of goods and services.
- **39. Delivery/Service Failures:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Procurement Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Procurement Agent, shall constitute authority for the Procurement Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Procurement Agent, of any expense incurred in excess of contract prices. The County shall be entitled to withhold such reimbursement from payments due the Contractor under the Contract. Such purchases shall be deducted from the Contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Agent.
- **40. Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy, or by any other circumstances which, in the Procurement Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Procurement Agent may, at his or her discretion, cancel the contract.

- **41. Responsibility for Supplies Tendered:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
- **42. Replacement:** Materials or components that have been rejected by the Procurement Agent, in accordance with the terms of a Contract, shall be replaced by the Contractor at no cost to the County.

# 43. General Guaranty:

# Contractor agrees to:

- A. Save the County, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee, or owner.
- B. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work, or to the work of other contractors, for which his or her workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the County.
- E. Protect the County from loss or damage to County-owned property while it is in the custody of the Contractor.

# 44. Service Contract Guaranty:

### Contractor agrees to:

- A. Furnish services described in the solicitation and resultant Contract at the times and places and in the manner and subject to conditions therein set forth, provided that the County may reduce the said services at any time.
- B. Meet all industry and professions standards and enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- C. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
- D. Allow services and products to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County.
- E. The County of Accomack shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the Contract.
- **45. Indemnification:** The Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees, and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost, and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and, the Contractor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the

responsibility to indemnify, keep and save harmless and defend the County as herein provided. **This indemnity** shall be construed in accordance with Virginia law.

- **46. Virginia Freedom of Information Act:** All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen or any interested person, firm, or corporation in accordance with the Virginia Freedom of Information Act, except as provided below:
  - A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - B. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the Contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the Contract except as provided in paragraph "C" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - C. Trade secrets or proprietary information submitted by a Bidder, Offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the Bidder, Offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Any Offeror shall not identify as trade secret or proprietary information their entire completed proposal.
  - D. Nothing contained in this section shall be construed to require the County, when procuring by RFP to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- **47. Applicable Law and Courts:** The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and exclusive jurisdiction for the resolution of any dispute arising out of this contract shall be in the Circuit Court of Accomack County, Virginia.
- **48. Payment of Subcontractors:** Any contract awarded in accordance with Section 2.2-4352 of the Code of Virginia shall include the following provisions:
- 1. Within seven days after receipt of amounts paid to a Contractor by the County for work performed by a subcontractor under the Contract, the Contractor shall take one of the two following actions:
- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that Contract; or
- b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 2. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- 3. An interest clause that obligates the Contractor to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
- 4. An interest rate clause stating, "Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month."

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 pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**49**. **General Terms and Conditions Controlling:** These General Terms and Conditions are controlling, and unless expressly provided to the contrary, any variance or inconsistency with terms elsewhere in the Contract documents shall be resolved in favor of these General Terms and Conditions and if applicable, the County's General Terms and Conditions for Professional Services.

\*End - Revised March 23, 2021

# **SAMPLE CONTRACT** for **Accomack Admin Restrooms**



# The County of Accomack Contract for Accomack Admin Restrooms

THIS CONTRACT, made this \_\_\_\_\_\_, 2021, by and between the County of Accomack, Virginia (the "COUNTY"), a political subdivision of the Commonwealth of Virginia, located at 23296 Courthouse Ave., Accomac, VA 23301, and

(the "CONTRACTOR") located at	, WITNESSETH THAT:
1. <u>RECITALS</u>	
WHEREAS, the CONTRACTOR who has demonstrated to be authorized to conduct business in the Commonwealth of Virg submitted a bid price for Invitation for Bids #737 in the an Item(s):; and	ginia and is a licensed contractor in same,
WHEREAS, the COUNTY has awarded the contract \$	to in the amount of
NOW, THEREFORE, for and in consideration of the mutual good and valuable consideration, the parties agree to the term	-
2. CONTRACTOR TO PROVIDE SERVICES TO COUNT	<u>TY</u>
The COUNTY hereby engages the CONTRACTOR and CONTRACTOR and CONTRACTOR and CONTRACTOR and Description of the Specifications and Drawings in Accomack Contractor of the Contrac	as described in the Scope of Work and County Invitation for Bids #737. All work
3. TERM OF CONTRACT	
The CONTRACTOR agrees to commence work no later than a Notice to Proceed. The CONTRACTOR shall provide the CONTRACTOR's receipt of Notice to Proceed and the proje (90) calendar days from the date the work is commenced.	COUNTY a start date within 10 days of
4. <u>COMPENSATION</u>	
The COUNTY shall compensate the CONTRACTOR the performance and completion of the services described in the made subject to inspections and approval by the project enging with the COUNTY'S Accounts Payable Cycle. The COUNT that the COUNTY shall have 45 days after receipt of an invo Accounts Payable schedule will be made available upon required.	his Contract. Progress payments shall be neer and the COUNTY and in accordance TY'S payable terms are "Net 45," meaning pice for payment to remit same. A County

For each progress payment made prior to completion of the Work, The COUNTY may hold five percent (5%) retainage from the payment until the CONTRACTOR has completed the work required under this Contract. Prior to final payment, the COUNTY shall conduct a final inspection of the work. Funds due and all retained funds will be released upon satisfactory completion of all work approved by the COUNTY.

The County of Accomack will not pay any finance charges imposed on any invoices submitted by the CONTRACTOR relative to this Contract.

### 5. SCOPE OF WORK

The CONTRACTOR agrees to provide the services listed in Invitation for Bids #737 and specified on the Drawings in the Invitation for Bids #737.

### 6. ENUMERATION OF CONTRACT DOCUMENTS

This CONTRACT is comprised of this agreement and the following documents, which are attached hereto as part of this Contract or are incorporated by reference herein:

- Invitation for Bids #737
- b. Drawings:
  - (Sheet Number) T100b
  - (Sheet Number) A103
  - (Sheet Number) A104
  - (Sheet Number) A105
  - (Sheet Number) A106
  - (Sheet Number) A401
  - (Sheet Number) A402
  - (Sheet Number) P-001
  - (Sheet Number) P-101
  - (Sheet Number) P-102
  - (Sheet Number) P-501
  - (Sheet Number) M-001
  - (Sheet Number) M-101
  - (Sheet Number) M-102
  - (Sheet Number) E-001
  - (Sheet Number) E-101

(Sheet Number) E-102

- (Sheet Number) E-601
- c. Accomack County's General Terms & Conditions

### 7. TRANSFER, ASSIGNMENT, AND SUBLETTING OF CONTRACT

The CONTRACTOR agrees that it shall not transfer, assign, or sublet the Contract, or any part thereof, or any interest therein, except as indicated in the CONTRACTOR'S "Bid" without first receiving prior written approval from the COUNTY. CONTRACTOR further agrees that any such assignment or transfer without prior written approval by the COUNTY shall not release the CONTRACTOR from any responsibility of liability as set forth in this Contract.

### 8. INDEMNIFICATION AND CONDITIONS

- A) The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the COUNTY. The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY at the CONTRACTOR'S expense from and against any and all liability for loss, damage, or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the work to be performed under this Contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.
- B) Upon execution of this Contract, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this Contract, the CONTRACTOR shall deliver to the COUNTY a certificate(s) of insurance in compliance with Accomack County's General Terms & Conditions, Item #4.
- C) Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the Commonwealth of Virginia.
- D) Each policy of insurance shall include a waiver of subrogation in favor of the County and shall provide no less than thirty (30) days' notice to the County in the event of a cancellation or change in conditions or amounts of coverage.
- E) The CONTRACTOR shall be responsible at its own expense for obtaining all necessary federal, state and county permits for the work to be performed under this Contract.
- F) The CONTRACTOR shall obtain all required federal, state and county licenses for the work to be performed under this Contract, including without limitation, a business license from Accomack County. The CONTRACTOR shall dispose of all materials resulting from this work in a manner in compliance with all federal, state and county laws, ordinances, and regulations. The CONTRACTOR agrees that under no circumstance will debris resulting from any necessary demolition be burned on site. The CONTRACTOR may contact the Project Manager to obtain a waiver of landfill tipping fees with at least a 24-hour notice. (See Item 13, Point of Contact.)

### 9. MODIFICATION

This Contract constitutes the entire understanding of the parties and shall not be amended, modified, or otherwise changed except by the written consent of the CONTRACTOR and the COUNTY given in the same manner and form as the original signing of the Contract.

### 10. MISREPRESENTATION OR DEFAULT

The COUNTY may void this Contract if the CONTRACTOR has materially misrepresented any offering or if the CONTRACTOR defaults on any contract with a Virginia locality.

### 11. CANCELLATION

If the CONTRACTOR does not pay its debts as they become due or if a receiver shall be appointed for its business or its assets and not voided within forty-five (45) days, or if the CONTRACTOR shall make as assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt then and forthwith thereafter, the COUNTY shall have the right at its option and without prejudice to its right hereunder to terminate the Contract and withhold any payments due.

If the CONTRACTOR fails to perform in accordance with the terms of this Contract, or if the COUNTY reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the scope of services set forth in this Contract, Section 5 above, the COUNTY shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR to declare the Contract in default and thereby terminated.

# 12. LIQUIDATED DAMAGES

If the CONTRACTOR fails to complete the project as indicated in Invitation for Bids #737 within ninety (90) days of commencement of construction, the COUNTY shall receive from the CONTRACTOR \$250 per calendar day in liquidated damages unless an extension has been granted in writing by the COUNTY. The COUNTY may deduct such liquidated damages from amounts that otherwise would be due and owing to the CONTRACTOR under this Contract.

### 13. POINT OF CONTACT

Upon receipt of Notice to Proceed, the CONTRACTOR'S point of contact for the project shall be Andy Nunnally, Deputy Director of Public Works. 757-789-9236 or <a href="mailto:anunnally@co.accomack.va.us">anunnally@co.accomack.va.us</a>.

Engineer of Record: Via Design Architects 319 E Plume St. Norfolk, VA 23510

# 14. NOTICES

All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, facsimile or certified United States mail, return receipt requested, addressed as follows:

**COUNTY** 

**CONTRACTOR** 

Michael T. Mason, County Administrator County of Accomack Virginia P.O. Box 388 Accomac, VA 23301

IN WTINESS HEREOF, THE COUNTY OF ACCOMACK, VIRGINIA ANDexecuted this contract on the date first above-mentioned.			have
COU	NTY OF ACCOMACK, VIRGINIA		
	(COUNTY)	(CONTRACTOR)	
BY:	Michael T. Mason, CPA	BY:	
	(NAME)	(NAME)	
ITS:	County Administrator	ITS:	
	(TITLE)	(TITLE)	
SIGN	ATURE:	SIGNATURE:	