



# **THE TOWN OF SMITHFIELD, VIRGINIA**

## **RENOVATIONS-REPAIRS TOWN STORAGE BUILDING**

**911/913 South Church Street, Smithfield, Virginia  
May 9, 2015**

**IFB NO. 01-2015**



# BID DOCUMENT

**RENOVATIONS/REPAIRS  
TOWN STORAGE BUILDING  
911 – 913 SOUTH CHURCH STREET, SMITHFIELD, VIRGINIA**

**IFB NO. 01-2015**

Owner: Smithfield, Virginia  
Mr. Peter M. Stephenson - Town Manager  
Town of Smithfield Administrative Office  
911 South Church St. P.O. Box 246, Smithfield, VA 23431  
Telephone: 757.365.9505

Construction  
Manager: Brian Camden  
Alpha Corporation  
295 Bendix Road, Suite 340  
Virginia Beach, VA 23452  
Telephone: (757) 533-9368 Ext 2411  
E-mail: brian.camden@alphacorporation.com

Architect: Russell Parrish  
Pagan River Architects  
Smithfield, VA  
Telephone: (757) 620-1186  
E-mail: r.parrish@paganriverarchitects.com

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**INVITATION FOR BID**  
**TOWN OF SMITHFIELD, VIRGINIA**

**RENOVATIONS- REPAIRS**  
**TOWN STORAGE BUILDING**

**TOWN OF SMITHFIELD, VIRGINIA IFB NO. 01-2015**

Town of Smithfield, Virginia, **shall accept sealed bids until 2:00 p.m. local time, Thursday, June 25, 2015** for the Renovations- Repairs, Town Storage Building, located at 911-913 South Church Street, Smithfield Va.

Bids shall be publicly opened and read aloud at the specified opening time in the Town Manager's Office located at the Town of Smithfield Administrative Office, 911 South Church St. P.O. Box 246, Smithfield, VA 23431.

A non-mandatory pre-bid meeting will be held at the project site at 2:00 pm on Tuesday, June 9, 2015.

Inquiries of a technical nature concerning this Invitation for Bid shall be addressed to the Construction Manager, Mr. Brian Camden, Alpha Corporation, at (757) 419-2306, or by email to [brian.camden@alphacorporation.com](mailto:brian.camden@alphacorporation.com).

Copies of Bidding Documents are available electronically by contacting Brian Camden

Bids shall be submitted to the **Town Manager's Office located at the Town of Smithfield Administrative Office, 911 South Church St. P.O. Box 246, Smithfield, VA 23431**, no later than 2:00 p.m. June 25, 2015; timely delivery is the sole responsibility of the Bidder. Bids by telephone, telegraph or facsimile shall not be accepted. Town of Smithfield shall not be responsible for any cost incurred by the Bidder in responding to this Invitation for Bid or cost associated with the bid award. All bids shall become the property of the Town of Smithfield, Virginia.

**INSTRUCTIONS TO BIDDERS**

**TOWN OF SMITHFIELD, VIRGINIA  
RENOVATIONS-REPAIRS  
Town Storage Building, Smithfield, VIRGINIA**

**TOWN OF SMITHFIELD IFB NO. 01-2015**

**INTENT:** It is the intent of this specification to secure construction of the project entitled TOWN STORAGE BUILDING RENOVATIONS-REPAIRS, based on the Building Assessment Report prepared by Pagan River Architects, dated April 14, 2015 and attached to this document. The extent of project construction will be subject to the availability of funds. The Town reserves the right to negotiate accordingly should the lowest responsive and responsible bid exceed budget limitations.

**SUMMARY OF WORK:** The work includes the renovation and repair of an existing 1,700 +/- square foot CMU block and wood siding building with the main goal of stabilizing the structure and rendering it weather resistant. Significant areas of demolition are included along with excavating and installing a concrete swale drainage system, removing the old roof and installing a new metal roof system, removing several areas of old T-111 wood siding and replacing with new 5/8" siding, touch up paint, pressure treated wood frame raised floor system in middle bay. No new electrical, plumbing or mechanical work is required.

**CONSTRUCTION STANDARDS:** The Contractor will be responsible for complying with all applicable building codes and standards and all construction materials and procedures shall comply with all generally accepted industry standards. Construction standards shall include, but are not limited to the latest edition and all revisions thereto, of the Basic Building Code - Building Officials and Code Administration; the Virginia Uniform Statewide Building Code and Town of Smithfield Building Codes. Where conflicts occur with the Standards and the Specifications set forth herein, the Standards shall govern; where there is conflict with the Standards, the more restrictive shall apply; waiver of any requirements set forth by the Standards is at the discretion of the Town.

**TOWN:** The word "Town" is used to designate Town of Smithfield, Virginia acting through the properly authorized representative; "Town" shall be synonymous with "**Owner.**"

**BID ACCEPTANCE:** Pursuant to the Invitation to Bid, sealed bids for performing the Work shall be accepted by the Town Manager until 2:00 p.m. local time, of the specified acceptance date. The official time for the bid acceptance deadline shall be as provided via local Verizon time as monitored by the Town. Bidders should carefully examine the site and conditions surrounding the building, review and be thoroughly knowledgeable of the Building Assessment Report and fully inform themselves to all conditions and matters that could have an effect on the cost. Should a Bidder find discrepancies in, or omissions from the Assessment Report, or Invitation for Bid, or should be in doubt as to their meaning, he shall notify Alpha Corporation.

By submitting their bid, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or

subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater was exchanged.

Town of Smithfield, Virginia reserves the right to reject any and all bids, to waive any informalities/technicalities in bids received, to negotiate should the lowest responsive and responsible bid exceed budget limitations, and to accept the bid(s) which may best serve the interest of the Town.

**BID DOCUMENTS:** Bid Documents shall include: Invitation to Bid, Instruction to Bidders, Bid Form, Hold Harmless Agreement, Certificate of Insurance, Agreement/Contract Form, Project Manual, AIA General Conditions, **Building Assessment Report dated April 14, 2015 by Pagan River Architects** and other items as may be identified by Addenda.

Requests for information regarding technical matters on this project shall be directed in writing to the Construction Manager, Brian Camden, Alpha Corporation, at (757) 533-9368, or by email to brian.camden@alphacorporation.com.

**STANDARD FORM REQUIREMENTS:** All Bids must be submitted on the Bid Form as furnished with the written bid/contract documents or a photo-copy thereof. The Bid Form must be completed in ink or by typewriter; all blank spaces relating to price, quality, quantity, or delivery/completion must be filled in. The Bid Form must be signed in longhand by an authorized representative of the firm and fully executed as specified herein. Modifications to the Bid will not be accepted by telephone, telegraph, facsimile, or any means other than on notations on the Bid Form, or a properly executed supplement thereto, which is delivered in a sealed envelope prior to the specified acceptance time.

**BID PRICING:** Bids will be canvassed exactly in accordance with the Invitation for Bid, the Project Manual and Drawings. All bids are subject to review and checking for accuracy by the Town.

The lump sum price shall include all costs required for the specified work to be completed in accordance with the drawings and specifications, including all materials, labor, equipment, tools, supervision, permits, fees, and related items, overhead and profit. All construction work is to be 100% completed within **Forty Five (45)** days of Notice to Proceed.

**SUBSTITUTION OF MATERIALS AND EQUIPMENT:** Except to the extent superseded by Federal Regulations, the offering of substitute materials and equipment will be governed by Section 2.2-4315 of the Code of Virginia (1950, as amended). Prior to the "effective date of the Contract", Bidders are restricted to the specific brand, make or manufacturer named.

**MINORITY BUSINESS ENTERPRISES:** In accordance with Sec. 2.2-4311 of the Code of Virginia, (1950, as amended), employment discrimination by the Contractor is prohibited. Further, all individuals or firms contracting with Town of Smithfield are encouraged to use minority business enterprises as subcontractors and suppliers to the fullest extent possible in providing services or products to the Town.

**AUTHORIZED WORKERS:** Contractor shall employ only American Citizens and persons who are authorized to work in the United States in accordance with the Immigration Reform and Control Act of 1986.

**BUSINESS LICENSE AND TAX:** The Contractor and all Subcontractors shall register with the Town of Smithfield Treasurer's Office and shall be responsible for payment of all applicable license and taxes.

**BIDDER QUALIFICATION:** Bidders must be responsible parties, regularly and practically engaged in the installation of this class of work and in possession of a Class A contractor's license as issued by the state Board of Contractors and known to possess ample facilities for doing this work.

**SITE INSPECTION AND CORRELATION OF BID DOCUMENTS:** A non-mandatory Pre-Bid conference and site visit is scheduled to at the site on the date noted in the advertisement of bids. All Bidders are encouraged to attend. Not later than seven (7) days prior to the date set for acceptance of Bids, and prior to submitting a Bid, each Bidder must examine the Bid Documents thoroughly; visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; familiarize himself with Federal, State and local laws, ordinance, rules and regulations that may in any manner affect the cost progress or performance of the Work; and study and carefully correlate Bidder's observation with the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

**DISCREPANCIES AND OMISSIONS:** Should a Bidder find discrepancies in or omissions from the Bid Documents, or should he be in doubt as to their meaning, he shall make request to Alpha Corporation listed above for interpretation or correction of any ambiguity, inconsistency, or error.

**INTERPRETATIONS:** Replies shall be issued by Addenda mailed or delivered to all parties recorded by Town of Smithfield as having received the Bid Documents. Questions received by Alpha Corporation less than seven (7) days prior to the date for acceptance of bids will not be answered.

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**DELIVERY OF BID:** Each Bid must be submitted in a sealed opaque envelope, plainly marked with: the Bidder's name, address, evidence of proper licensure as Class A General Contractor; project name, and acceptance date. Bids shall be delivered to the Town Manager's Office located at the Town of Smithfield Administrative Office, 911 South Church St. P.O. Box 246, Smithfield, VA 23431.

**PUBLIC OPENING:** Pursuant to the Invitation to Bid, Bids shall be publicly opened and read aloud at 2:00 p.m. on the specified acceptance date in the Town Manager's Office located at the Town of Smithfield Administrative Office, 911 South Church St. P.O. Box 246, Smithfield, VA 23431.

**WITHDRAWAL OF BID DUE TO ERROR:** No Bids may be withdrawn for a period of sixty (60) days from the date of Bid Opening unless in accordance with Section 2.2-4330 of the Code of Virginia (1950, as amended), which allows a Bidder to withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake.

**REJECTION OF BID:** The Town reserves the right to waive any informality in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any Bid which is incomplete, obscure, or irregular may be rejected; any Bid having interlineations, erasures, or corrections may be rejected.

No more than one bid from any individual, firm, partnership, or corporation, under the same or different names, shall be submitted. Reasonable grounds for believing that any Bidder is interested in more than one Bid on the same project will cause the rejection of all Bids in which the Bidder is interested.

**DISQUALIFICATION OF BIDDER:** The Town may, at its sole option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

Evidence of collusion among bidders.

Receipt of more than one bid on any project from an individual or from a corporation. This restriction does not apply to subcontractors.

Documented unacceptable or poor performance in the execution of work under previous contracts with the Town.

Default on any previous contract.

For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.

Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

**ACCEPTANCE OF BID:** In evaluating the Bids, the Town shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and the bid price. If the Contract is to be awarded, it will be awarded to the lowest responsive and responsible bidder, as determined by the Town.

If the Contract is to be awarded, the Town will give the Successful Bidder a Notice of Award within Thirty (30) days after the day of the Bid Opening.

**EXECUTION OF CONTRACT:** Within ten (10) days of Intent to Award, the Successful Bidder shall sign and deliver two (2) complete sets of Contract Documents to the Town, including but not limited to: the Agreement (Contract), Hold Harmless Agreement, and all necessary Certificates and Endorsements of Insurance.

The Town shall return one set of Contract Documents, with authorizing signature of the Mayor of the Town Council or Town Manager; no other act shall constitute the execution of the contract by the Owner.

**PROGRESS SCHEDULE:** The Contractor shall prepare a schedule and schedule shall show the sequence of operation of the phases of the work and shall include details of placing of orders, expected delivery, start of work for the phases and other such items and how the Contractor proposes to execute this work to

complete the project by the date set for completion. Upon approval, this schedule shall not be altered without the consent of the Town.

**CHANGE ORDER:** It is the intent of the project that the lump sum shall provide for a total and complete project. Any requests for change orders are subject to approval by the Construction Manager and Architect.

**NOTICE TO PROCEED:** After full execution of the contract and prior to the Pre-Construction Conference, the Town will issue a written Notice to Proceed. Any work performed prior to the issuance of the Notice to Proceed shall be at the sole risk of the Contractor.

**COMPLETION TIME:** All work contained in this project shall be completed within **Forty Five (45) calendar days** of the Notice to Proceed.



Bidder accepts all Terms and Conditions of the Contract Documents.

I certify by my signature below that I have received the documents associated with this Bid and understand that the review for completeness of these documents and the understanding and comprehension of the specifications is solely my responsibility; by my signature below, I certify that all documents were found to be complete and understandable.

My signature below certifies that this Bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Section 18.2-498.1 et. seq. of the Code of Virginia (1950, as amended). Furthermore, I understand that fraudulent bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and federal law and can result in fines, prison sentences, and civil damage awards.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Section 2.2-3100 et. seq. of the Code of Virginia (1950, as amended).

I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid.

Virginia Contractor No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_

## Sample Contract

### TOWN OF SMITHFIELD

**PROJECT NO: BC2015-04** Bid Package: Renovations-Repairs Town Storage Building, Town of Smithfield.

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Town of Smithfield, hereinafter called the Owner, and \_\_\_\_\_ hereinafter called the Contractor, whose address is \_\_\_\_\_

WITNESSETH: WHEREAS, the Owner intends to have the existing Town Storage Building renovated with repairs in Town of Smithfield, Virginia.

WHEREAS, the Contractor agrees to perform the work for the sum herein stated.

NOW THEREFORE, the Owner and the Contractor for the consideration hereinafter provide agree as follows:

#### ARTICLE 1. SCOPE OF WORK

The work to be performed shall be in accordance with Contract Documents prepared by Alpha Corporation dated May 7, 2015 and the Assessment + Renovation of Smithfield "Town Storage Building" at 911/913 South Church Street by Pagan River Architects dated April 5, 2015. The Contractor agrees to furnish all labor, materials and equipment to complete the work as required in the Contract Documents, which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of the Owner or its authorized representative. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor. The Contract Documents are defined in the General Conditions and are incorporated herein by reference.

#### ARTICLE 2. TIME OF COMPLETION

The Contractor shall commence the work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this agreement or such other date as may be established therein.

The Contractor shall achieve Final Completion; one hundred percent (100%) completed including all Punch List work, by \_\_\_\_\_, 2015.

#### ARTICLE 3. CONTRACT SUM

The Owner agrees to pay, and the Contractor agrees to accept in full performance of this contract, the sum of \$\_\_\_\_\_, which sum also includes the cost of all permits, inspection and insurance.

#### ARTICLE 4. PAYMENT

The Owner agrees to pay the Contractor from time to time as the work progresses, but no more than once each month after date of Notice to Proceed, and only after complying with the General Conditions and completion of Certificate of Payment for the work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and, subject to the requirements of the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

## Renovations Additions Town Storage Building

Such evidence of labor performed and materials furnished as the Owner may desire shall be supplied by the Contractor at time of request for Certificate of Payment of account. Materials for which payment has been made cannot be removed from job site. The Contractor shall submit the monthly invoice for processing by 15<sup>th</sup> day of each month.

Retainage - Five percent (5%) of the earned amount shall be retained from each monthly payment until Final Completion is achieved.

### ARTICLE 5. INDEBTEDNESS

Before final payment is made, the Contractor must submit evidence in the form of a final waiver of lien or claim to the Owner that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the work have been paid or what arrangements have been made for their payment.

Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the work by the Owner.

### ARTICLE 6. ADDITIONAL WORK

It is understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished unless a new contract in writing or a modification hereto for such additional materials or labor has been executed by the Owner and Contractor. The Owner specifically reserves the right to modify or amend this contract and the total sum due hereunder either by enlarging or restricting the scope of work.

### ARTICLE 7. ACCEPTANCE

The work shall be inspected for acceptance by the Program Manager and Architect promptly upon receipt of notice from the Contractor that the work is complete and ready for inspection.

### ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should disputes arise respecting the value of any work done, or any work omitted, or of any extra work which said Contractor may be required to perform, or respecting any other elements involved in this contract, said dispute shall be brought to the attention of the Program Manager who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of Town of Smithfield and their decision shall be final and conclusive.

### ARTICLE 9. TERMINATION FOR BREACH, ETC

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors violate any of the provisions of this contract, the Owner may serve written notice upon him of its intention to terminate said contract; and unless, within ten (10) days after the serving of such notice, such violation shall cease, the Owner then may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor. The Owner may take possession of and utilize in completing the work, such materials, appliances, paint, and any other property belonging to the Contractor as may be on the site of the work and necessary therefore. The Owner may, at any time upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner.

### ARTICLE 10. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF

Renovations Additions Town Storage Building

The Owner may withhold from payment to the Contractor such an amount or amounts as, in its judgment, may be necessary to pay just claims against the Contractor or any subcontractor for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amounts on the payment of such claims in its discretion. In so doing, the Owner shall be deemed the agent of the Contractor and payments so made by the Owner shall be considered as payment made under the Contract by the Owner as to such payments made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 11. LIABILITY AND INDEMNIFICATION

The Contractor agrees that it/he shall at all times protect and indemnify and save harmless, Town of Smithfield and all institutions, agencies, departments, authorities and instrumentalities of the Town and any member of their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers as described in the General Conditions of the project specifications which are included herein by reference, from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, that occur or grow out of any acts, actions, work or other activity done by the said Contractor in the performance and execution of this contract.

ARTICLE 12. SUBCONTRACTOR

No part of this contract shall be sublet by the Contractor without prior written approval of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: \_\_\_\_\_

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

*ATTEST*

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

TITLE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

OWNER:  
TOWN OF SMITHFIELD

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

TITLE: \_\_\_\_\_

*ATTEST*

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

TITLE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

*APPROVED AS TO FORM:*  
*ATTORNEY*

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

**HOLD HARMLESS AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS,** \_\_\_\_\_ hereinafter called CONTRACTOR has entered into a CONTRACT with TOWN OF SMITHFIELD, VIRGINIA, hereinafter called the TOWN, dated \_\_\_\_\_ for Project titled **RENOVATIONS-REPAIRS, TOWN STORAGE BUILDING, SMITHFIELD, VIRGINIA,**

**TOWN OF SMITHFIELD IFB NO.**\_\_\_\_\_.

**NOW, THEREFORE,** in consideration of the award of said Contract to the CONTRACTOR, as well as other good and valuable considerations, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless TOWN OF SMITHFIELD from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by TOWN.

In any and all claims against TOWN, or any of their agents or employees by an employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any for whose acts any one or more of them may be liable, the indemnification's obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia or any other State.

**CONTRACTOR:**

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

TITLE:

**ATTEST:**

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

TITLE: \_\_\_\_\_



**TOWN OF SMITHFIELD  
310 INSTITUTE STREET  
P.O. BOX 246  
SMITHFIELD VIRGINIA 23430**

**INVITATION FOR BID**

**PROJECT NAME: Town Storage Building Renovations/Repairs**

**BID DUE: June 25, 2015 at 2:00 pm**

**CONTRACT OFFICER: Peter Stephenson**

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

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

**Please attach this cover sheet to front of your bid package**

## **General Terms and Conditions**

### **Contract Period:**

The contract period shall be in effect as described in the contract award.

### **Probation Period:**

There shall be a 90 day probation period starting from time of award. During this time the Town may cancel the contract at any time for any reason. Verbal and written notification with cause for cancellation will be provided to the contract provider.

### **Cancellation:**

After the probation period, the Town may cancel the contract at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the Town.

### **Notice to Proceed: (When Applicable)**

A Notice to Proceed is required prior to construction and will include special instructions or revisions to the construction schedule, effective date, contract completion date and the name of the individual charged with the responsibility for the project on behalf of the Town of Smithfield. *It is the responsibility of the contractor to obtain all permits and necessary authorizations from any applicable agencies.*

### **Mobilization:**

The Town of Smithfield at this time does not pay for upfront cost incurred by a contractor to start a project. The Town pays for projects at the time of completion of the work.

### **Materials Testing: (When Applicable)**

Road Construction projects shall require materials testing by a VDOT Certified Testing Lab. The Project Manager is responsible for reviewing all test reports to ensure compliance with all specifications. Contractor shall submit all material testing reports for building construction projects to Engineer who is responsible to review and ensure compliance.

### **Measurement and Payment:**

Final contract documents will specify the method and time table of payment and schedule of payments. All invoices over \$10,000 require Town Council approval and must be

submitted by the 15<sup>th</sup> of each month in order to be included on current month's committee agenda.

**Acceptance and Final Approval: (When applicable)**

All projects, regardless of size will require a final inspection before acceptance. The contractor, by his own comprehensive inspection, will determine when all work is completed and all other contract requirements are fulfilled. The contractor then notifies the PM to request a Pre-Final Inspection (PFI). Upon receiving the PFI request, but before scheduling the PFI, the PM will tour the project site with the Inspector to determine that the contractor's request is based on a project site that is indeed substantially complete. Substantial completion is defined as the point at which, in the opinion of the PM, the project is essentially complete and available for the Town's beneficial use. If the project has not attained substantial completion the contractor's request for the PFI will be denied until the contract work is actually completed.

If the contractor's request for a PFI is granted, the inspection will be arranged by the PM so that the representatives of the contractor and town staff can attend. During the inspection, the PM will discuss any identified incomplete work, unacceptable work or defects requiring correction with the contractor and compile a substantial completion punch list. The substantial completion punch list will be delivered to the contractor and will include the date of the completion.

After the contractor has completed all the items presented on the Substantial Completion Punch List, a final inspection of the project will be requested. The PM will perform the final inspection with a contractor representative to verify that all items on the punch list have been completed and that the project is completed according to the approved contract documents and applicable plans. If a final inspection reveals uncorrected deficiencies the PFI procedure will be repeated, at the contractor's expense, until an acceptable final completion walk-through has been accomplished.

Once the PM has verified that the contractor has satisfactorily completed the project, a notice of completion and acceptance will be sent to the contractor. The notice will include date of final completion for the contract and establish the beginning of the warranty period. Upon completion of the contract work and receipt of the notice of completion, the contractor will prepare and submit a request for final payment to the PM. The PM will review the request for final payment and if approved, request for final payment is submitted the Treasurer's Office.

**Record Drawings: (When applicable)**

The contractor will be required to submit to the town an acceptable set of record drawings before issuance of the Notice of Completion.

**Guaranteed Work and Warranty Period: (When applicable)**

The warranty period will begin on the final completion date and shall be effective for one calendar year unless otherwise stipulated by the final contract. Accordingly, as the end of the warranty period approaches, the PM will send the contractor a Notice of Warranty Inspection which identifies a time and location for the final warranty inspection to begin. Following the final warranty inspection and depending on whether or not defects are identified for correction, the PM will send a Release from Warranty (no defects noted) or a Release from Warranty (noted defects corrected), to the contractor stating that the contract is released of further responsibility for any warranty on the project. In cases where warranty items are identified for correction, additional final warranty inspections will be scheduled until all defective work is corrected to the satisfaction of the PM.

### **Applicable Laws:**

This solicitation and any resulting contract shall be governed in all respects by the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Isle of Wight County. The parties are encouraged to resolve any issues in controversy arising from the award of this contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures as provided for in Section 2.2-4366 of the Code of Virginia (1950, as amended). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **Anti-Discrimination:**

By submitting their proposals/bids, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. See Code of Virginia, § 2.2-4343(1)(E).

In every contract over \$10,000, the provisions in (1) and (2) below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to

the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of (1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.

**Immigration Reform and Control Act of 1986:**

By submitting their proposals/bids, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**Drug-Free Workplace:**

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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

**Silence of Specifications:**

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point

shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

**Background Checks:**

The Town of Smithfield reserves the right to request sufficient information from any and all contracted service providers to allow law enforcement background checks on employees working on Town property and public right-of-ways

**W-9 Request for Taxpayer Identification Number and Certification:**

The Town of Smithfield is required by IRS regulations to issue Forms 1099 to qualifying companies and individuals. The attached W-9 forms must be submitted with your bid package to ensure compliance with all IRS reporting obligations.

**EXCEPTION PAGE**

- **FAILURE TO CHECK APPROPRIATE STATEMENT AND SIGN THIS PAGE WILL RESULT IN BID BEING NON-RESPONSIVE**

**EXCEPTIONS:**

Vendors must sign the appropriate statement below, as applicable:

( ) I understand and agree to all terms, conditions, requirements, and specifications stated herein.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

( ) I take exception to terms, conditions, requirements, or specifications stated herein (vendor must itemize all exceptions below, and return with this IFB):

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

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Vendors should note that any exceptions taken from the stated terms and / or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

**INSURANCE ENDORSEMENTS**

**Insurance:** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the Town of Smithfield, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen’s compensation laws. The contractor shall furnish proof of insurance prior to commencement of services. Separate forms which name the Town as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker’s compensation insurance while performing work on behalf of the Town. Evidence of coverage needs to be provided prior to commencement of work.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the Town to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

**TYPE OF INSURANCE COVERAGE**

**LIMITS**

1. Workman’s Compensation Employer’s Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$500,000.00 each \$500,000.00 each Occurrence \$500,000.00 in Aggregate
3. Property Damage Liability	\$100,000.00 each Occurrence

**CERTIFICATE OF INSURANCE (Workmen's Compensation & Liability)**

Project:

Location: Town of Smithfield, Virginia

Owner: Town of Smithfield, Virginia  
310 Institute Street  
Smithfield, Virginia 23430

Contractor (Insured) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby certifies that the following policies, subject to their terms, conditions and exclusions have been issued by the named companies to the above insured and are presently in full force and effect:

**A. WORKMEN'S COMPENSATION:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_

COVERAGE: Statutory Workmen's Compensation. Employers Liability Limit \$ \_\_\_\_\_ each accident

Locations covered \_\_\_\_\_

**B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_

**LIMITS:**

Bodily Injury. Including Personal Injury

\$ \_\_\_\_\_ Each Person Property Damage / \$ \_\_\_\_\_ Each Occurrence

\$ \_\_\_\_\_ Each Occurrence / \$ \_\_\_\_\_ Aggregate

\$ \_\_\_\_\_ Aggregate Other \_\_\_\_\_

**C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_

**LIMITS:**

Bodily Injury \$ \_\_\_\_\_ Each Person Property Damage \$ \_\_\_\_\_ Each Occurrence

Other \_\_\_\_\_

COVERAGE PROVIDED - for operation of all owned, non-owned and hired vehicles.

**D. UMBRELLA EXCESS LIABILITY:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_

LIMITS: Single Limit Bodily Injury and Property Damage \$ \_\_\_\_\_ Each Occurrence.

COVERAGE PROVIDED - Applies in excess of the coverage's listed above for Employer's Liability, Comprehensive General, Automotive and Property Damage Coverage.

The undersigned further certifies that in the event of cancellation or any material change in any of the above policies, thirty (30) days prior written notice of such cancellation or change shall be delivered by registered mail to the above Owner.

NAME OF AGENCY \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_ By \_\_\_\_\_

Authorized Insurance Representative  
(Signature Required)

# SCOPE OF WORK, REQUIREMENTS AND ARCHITECTS ASSESSMENT REPORT

## A. SCOPE OF WORK AND REQUIREMENTS

### 1. RECOMMENDED REMEDIATION SUGGESTIONS

To Review: It is understood that the Town of Smithfield wants to utilize this structure for dry storage and that the current state of the structure does not adequately protect storage materials from the exterior elements.

#### 1.1 SITEWORK

- A new 5'-0" wide (minimum) concrete swale to be installed the full length of the Front (West) Elevation (approximately 58'-7"). The concrete shall be a minimum of ½" below the right-most overhead door and left most entry door. The concrete swale to provide positive drainage around the Left (North) elevation of the site. It may be necessary to remove some portions of the existing asphalt surface in order to develop positive drainage away from the facility.

#### 1.2 DOORS

- Both steel door frames on the Front (West) Elevation to have continuous sealant on both interior and exterior of all sides. The intersection of the door sills and door jambs to have continuous sealant.
- Both overhead door wood frames on the Front (West) Elevation to be removed and replaced with new wood frames to match existing profiles. New wood frames to be painted and backpainted; Color to match existing. Both new wood frames to have continuous sealant on both the interior and exterior of all sides. The existing overhead doors to be adjusted as required to provide complete seal with new wood frames and concrete floor slab. Where door seals are deteriorated or missing, they are to be replaced.
- The single wood door frame on the Right (South) Elevation to be removed and replaced with new wood frame to match existing profile. New wood frame to be painted and backpainted; Color to match existing. New wood frame to have continuous sealant on both the interior and exterior of all sides. The intersection of the door sill and door jambs to have continuous sealant.

#### 1.3 WALLS

- All existing separations in mortar joints of the exterior cmu wall surfaces to be closed off with paintable sealant (in areas where sealant has deteriorated or is missing) or repointed with mortar (in areas where mortar has deteriorated, separated, or is missing). Walls

should be touch-up painted where repairs have occurred; color to match existing.

- The 3/8" thick T1-11 wall siding to be removed down to the wall studs (including on the small canopy on the front (West) elevation). House-wrap or 15 mil tarpaper to be installed over wall studs. 5-ply (5/8" thick), all-wood, ship-lapped edged, exterior grade T1-11 untreated wood siding (Plytanium from Lowes, Home Depot, etc. or equal) to be prime painted (Pro-Tek-Elastoprime or equal) on the back side, the front (exposed) side and all edges per the manufacturers recommended installation instructions prior to installation. Install flashing with proper laps as recommended prior to installing new T1-11 siding. Install siding vertically with 2-inch galvanized nails at 8" O.C. maximum over house-wrap making certain that there is a wall stud behind each vertical edge (add 2x4 wall stud where necessary). Z-flashing should be installed at the top of each siding panel to protect the top edge from moisture. 1x4 wood trim, prime painted on the back side, the front (exposed) side and all edges, to be installed along the top most edge of the siding at the roof line and on the corners of the facility. Nail the trim with 2-inch galvanized nails, then caulk all seams with acrylic latex caulk. Cover the exposed primed surfaces of the wall panels and trim with two coats of acrylic latex paint that matches the existing paint color.
- Install a new 14" x 24" gable vent on both the front (West) elevation and the rear (East) elevation. Caulk all front flange edges.

#### **1.4 ROOF**

- All asphalt shingles are to be removed (including the small canopy on the front (West) elevation). Since it is unknown how the current roof configuration is framed or what the current condition of the roof rafters, sheathing, underlayment, or flashing is in, prepare to replace two-thirds of the roof structure to accommodate a new metal roof per the manufacturers recommended installation specifications. Install a new lapped, non-soldered seam metal roof with applied lap sealant. Lap sealants shall be applied in accordance with the approved manufacturer's installation instructions. Color to be in the charcoal to galvanized steel range.
- Install continuous soffit vent in the left (North) elevation roof soffit and the right (South) elevation roof soffit.

#### **1.5 INTERIOR FLOORS + WALLS**

- The concrete floors were not constructed to mitigate moisture penetration from below. It is recommended that any planned storage should occur on raised shelving units or ventilated raised platform areas constructed of treated lumber or galvanized steel product.
- The cmu walls were not constructed, treated, or sealed to mitigate moisture penetration from the exterior. The walls, even though they are painted on the exterior, still "breathe"

and allow limited dampness to occur. It is recommended that a whole-house humidifier be installed to mitigate this dampness. To this end, install a Sylvane, Ultra-Aire 70H 70-pint ventilating dehumidifier or equal per the manufacturers recommended installation.

## **2.FINAL REMEDIATION COMMENTS**

Prior to the start of any remediation efforts, the selected General Contractor should visit the site and the facility to review the current conditions first-hand. The remediation suggestions above are intended to mitigate the current intrusion of moisture into the inside of the structure, but not eliminate the presence of dampness in it's entirety. If the scope of the work is modified to completely encapsulate this facility into a watertight envelope, a much more comprehensive remediation strategy can be developed.

## **3.GENERAL CONTRACTOR GENERAL NOTES**

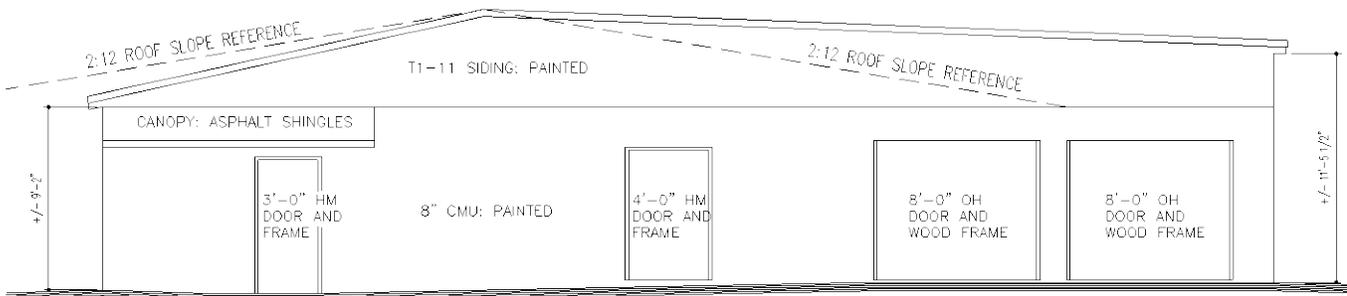
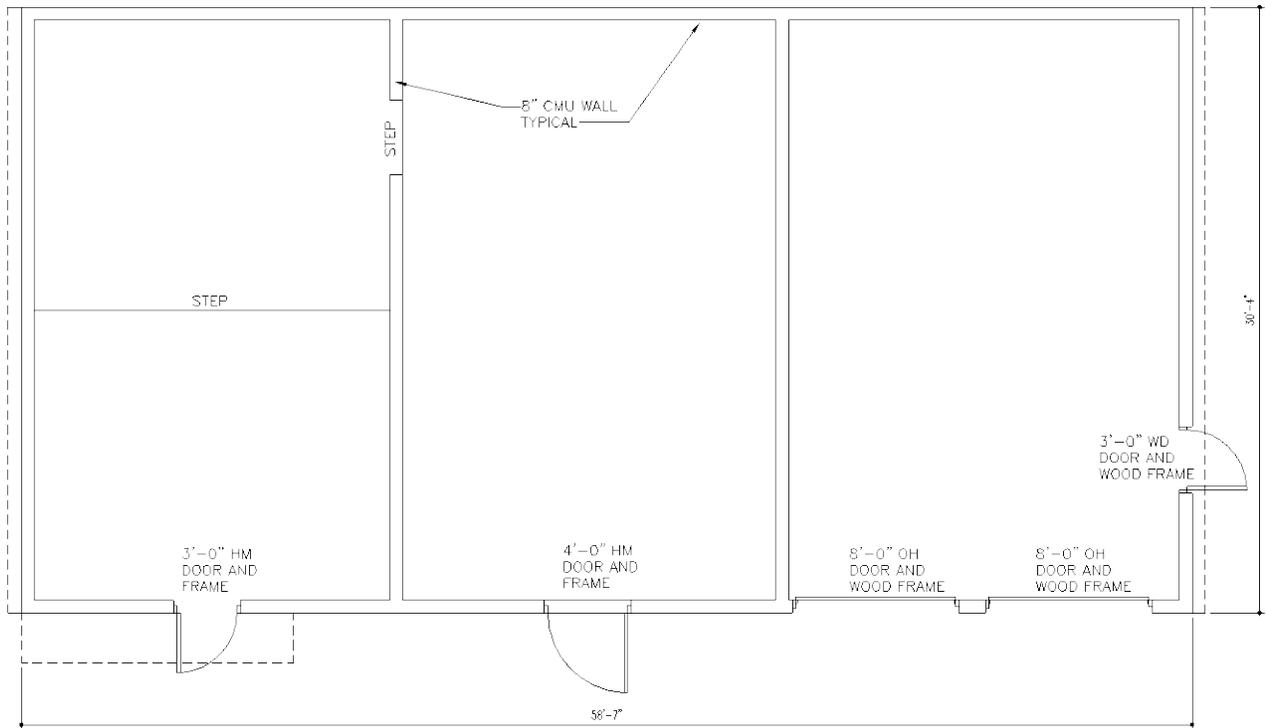
1. All work to be coordinated with the Town of Smithfield.
2. All work performed to be of accepted industry standards and practices governing the highest quality of workmanship.
3. All workmanship and materials shall be warranted from defects for the period of one year after acceptance from the Town of Smithfield.
4. All wood in contact with concrete slabs and/or masonry to be pressure treated.
5. Any remediation targeted areas which are unclear or conflicting are to be brought to the immediate attention of Alpha Corporation for clarification prior to the execution of the work.
6. Each contractor or subcontractor shall have a minimum of three years' experience in their respective trade.
7. Contractor is to coordinate all work, stocking of materials, removal of debris, etc. in compliance with local requirements. All storage shall be off site or as approved by the Town of Smithfield.
8. Contractor to coordinate installations with all trades to avoid conflicts.
9. The contractor shall provide all supervision, labor, material, plant, equipment, machinery, and all other items necessary to complete all demolition and new work as required to provide a complete job in accordance with the remediation efforts in this report.
10. Each subcontractor is to thoroughly review this report and the existing facility and evaluate the scope of work required by their respective trade prior to the execution of construction.

## **B. ASSESSMENT SUMMARY**

The existing +/- 1,777 S.F. facility does not meet current code for construction or safety but has been recently utilized as a non-habitable limited storage facility. The facility appears to be an assembly of three structures built adjacent to each other over time and modified for current use. These previous

modifications do not appear to include any accommodations for structural connections following the load path from the roof to the existing concrete floor slabs. It is understood that the scope of this assessment effort is to provide suggestions to mitigate the current issue of water migration inside the structure, not to provide a full –blown remediation of the structure itself. However, if this facility is ever intended to be habitable, a much more extensive remediation effort should be mandatory due to safety concerns.

**DIAGRAMMATIC FLOOR PLAN: EXISTING**



**FRONT (WEST) ELEVATION: EXISTING**

BB

**SITE VISIT PHOTOGRAPHS**  
**INTERIOR PHOTOS**



Note the stained floor from previous standing water that occurred during my first visit on March 26, 2015. Also note that the asphalt parking surface slopes directly to the facility at This location.



Note that the door at the far right is the same door opening as in the previous photo. Note The wood untreated wood stud infill framing above the door with the T1-11 siding attached to the framing. Also note that the original sloped 2x8 roof joists still remain. Also note that the original roof sheathing boards still remain but have incurred some moisture staining. It is apparent that the outermost roof was constructed above this existing roof construction but there was no access to the roof attic/interstitial space to confirm framing conditions.



Close-up of the wall and roof framing conditions shown in the pre-ceding photo. Note that batt insulation has been bunched up between the ends of the existing roof rafters to fill openings to the exterior T1-11 wall surfaces.



Note the cracked wood joist that has been added to the side of the steel beam to catch the end of a perpendicular wood joist that has been sistered to the side of existing roof joists in this area. Also note the discoloration of the cmu wall surface in the right of the photo due to previous moisture infiltration. In this same area, note the untreated 2x vertical wood member being used to support an untreated 2x horizontal wood member located below the bearing ends of the original roof rafters.



Straight on view of the untreated 2x vertical wood members being used to support an untreated 2x horizontal wood member located below the bearing ends of the original roof rafters. It was noted that the two vertical supports were not attached to the floor or the wall but instead were freestanding. Also note that the untreated horizontal wood member has bowed over its length.

# ARCHITECTS ASSESSMENT REPORT



Peter Stephenson  
Town Manager  
Town of Smithfield  
911 South Church Street  
Smithfield, VA 23430

April 14, 2015

## RE: Assessment + Renovation of Smithfield "Town Storage Building" at 911/913 S. Church St.

Peter,

Thank you for the opportunity to submit this evaluation and assessment report for the Smithfield Town Storage Building. It is understood that the Town of Smithfield wants to utilize this structure for dry storage and that the current state of the structure does not adequately protect storage materials from the exterior elements.

I first visited the site during a heavy rain event on the afternoon of March 26, 2015 with Lt. Matthew Rogers and Cas Allen of Alpha Corporation. The rain was being blown sideways at the western side of the facility (side with two (2) personnel doors and two (2) garage-style roll-up doors). At the time of our visit water was seen actively entering the interior of the structure from the juncture of the wall surface and concrete floor slab area, around some access door sills, and from portions of the ceiling structure along the interior of the western side. Previous interior upgrades to several spaces (dropped ceilings, and wall studs with drywall finish furred out over existing 8" cmu walls) did not allow visible evaluation of other areas.

I visited the site for a second time during a very light rain event on the morning of March 30, 2015 with Lt. Matthew Rogers providing access to the interior of the facility. I took basic measurements of the facility and photographs of the current state of the interior and exterior of the structure. Previous puddles of standing water inside had evaporated but the dampness on the interior remained. Photographs with comments are included on the following pages for reference.

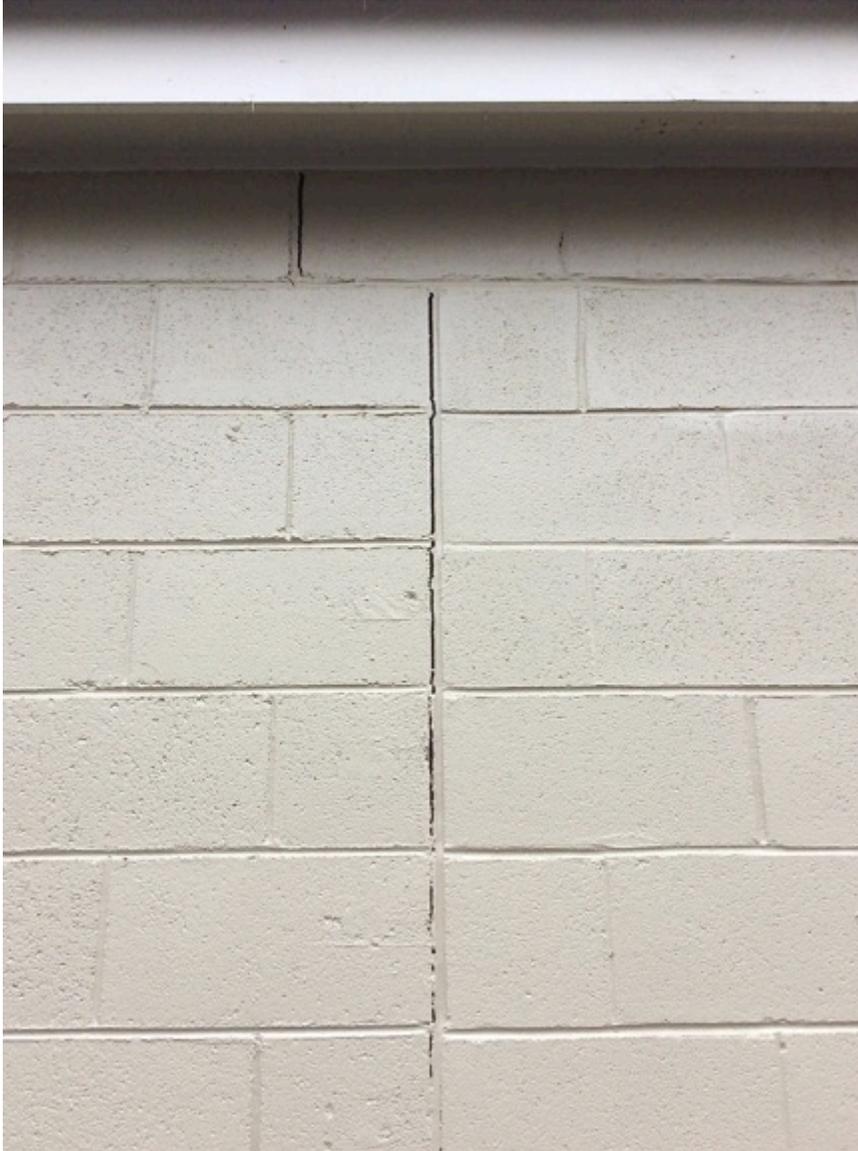
### EXTERIOR PHOTOS



Front (West) elevation. Note that the rightmost roof slope is approximately 1/2 : 12  
Per code, asphalt shingles are not to be used on roofs less than 2:12 slope; Lapped, non-soldered seam metal roofs with applied lap sealant can be used on roof slopes with a 1/2 : 12 minimum slope. Also note that there is no protective roof overhang extension on this gable end.



Left (North) Elevation. Note that the slope of the asphalt parking surface flows directly towards the Front elevation of the structure.



Close-up of the open caulking/mortar joints in the concrete masonry wall surfaces on the Left (North) Elevation. Note that open joints could be seen on all four elevations.



Partial Rear (East) Elevation. Note that there is not a protective roof overhang on this elevation. Painted T-11 wood siding nailed directly to untreated wood studs fill the gable end from the top of the cmu walls to the underside of the asphalt shingles. This is the typical framing/trim condition on all elevations.



Close-up of the East gable end. Note the open vertical joints between the 3/8" thick T1-11 siding panels. Also note the undulating T1-11 siding edges and edges of the attic vent that are unprotected and are not sealed off from the interior of the structure.



Right (South) Elevation. Note the residential wood door frame used as a secure storage solution. Also note the absence of a protective roof overhang along the Rear elevation seen in the right of the photo.

MM



Close-up of the South Elevation wood door frame at the sill level.  
Note the deterioration/damage of the wood frame.



Partial Front (South) Elevation. Note the residential wood frame and residential grade overhead door used as a secure access solution on this end of the facility. Also note the open vertical joints between the 3/8" thick T1-11 wood siding above the cmu wall surface. Also note that the asphalt road surface does not slope away from these door openings.



Close-up of the deteriorating wood door frames at the south elevation overhead doors. Also note that the overhead door does not sit flush in the opening so that the weatherstripping surrounding the door does not seal properly to protect the interior from the exterior elements.



Partial (South) Elevation. Note the attempt to pour a shallow depth concrete wash below the steel door with the goal to create a swale for water to flow away from this area. Also note that there is no concrete wash to the right side of this area. Concerning the roof construction (IBC Section 1507.2.2): Asphalt shingles shall only be used on roof slopes of two units vertical in 12 units horizontal. For roof slopes from two units vertical in 12 units horizontal up to four units vertical in 12 units horizontal, double underlayment is required. It did not appear that double underlayment, or drip edge flashing was present. From IBC Section 1507.2.9.3: Provide drip edge at eaves and gables of shingle roofs. Overlap to be a minimum of 2 inches. Eave drip edges shall extend  $\frac{1}{4}$ " below sheathing and extend back onto the roof a minimum of 2 inches. Drip edges shall be mechanically fastened a maximum of 12" O.C.

**END**

QQ