

T9 Construction, LLC

21357 Azure Ln
Abingdon, VA, 24211
(276) 623-7453
rpfarms@Hotmail.com



Estimate

Estimate No: 127
Date: 06/22/2023

For: Tazewell County
kdunford@tazewellcounty.org
315 Court Street
3rd floor Suite 318
Tazewell, VA 24651
(276) 385-1254

Description	Quantity	Rate	Amount
Septic System Furnish labor and material to install septic system per spec sheet.	1	\$25,500.00	\$25,500.00*

*Indicates non-taxable item

Subtotal \$25,500.00
Total \$25,500.00

Total \$25,500.00

Comments

Rock Clause- if rock is encountered there will be a charge of \$250 per tank (as needed) to place gravel under tank, and also a minimum charge of \$1,500 for rock hammer, then after 4 hour minimum fee, a fee of \$150/hour will be charged. Example: 3 hours of hammering will be a total charge of \$1,500 and 6 hours of hammering will be a charge of \$1,800. This is a fee on top of the original estimate. Thank you.

Kenneth Dunford

From: pave4u@roadrunner.com
Sent: Friday, June 23, 2023 7:43 PM
To: 'kdunford@tazewellcounty.org'
Subject: Cavitt's Creek Park Septic Tank Project

Kenneth:

Thank you for the opportunity to bid on the Cavitt's Creek Park Septic Tank Project, but at this time we would not be interested. We appreciate the opportunity!

Thank you,
Amanda
Dominion Driveway and Parking Lot Paving, Inc.
276-979-8504 Office
276-701-5840 Cell
pave4u@roadrunner.com

Kenneth Dunford

From: derek call <callderek618@gmail.com>
Sent: Thursday, June 22, 2023 8:27 AM
To: Kenneth Dunford
Subject: Re: Trail Bid

I was only interested in the trail thanks for the offer though.

On Thu, Jun 22, 2023 at 8:10 AM Kenneth Dunford <kdunford@tazewellcounty.org> wrote:

Derek

I was following up to see if you were interested in providing a quote for the Septic at the lake. If you are could you please provided me with a quote if not can you provided me with an email letting me know you are not interested. If I can get all my responses in, I plan on the taking the quotes to my board on the 27th for approval. If you have any questions, please let me know.

Thank You
Kenneth Dunford Jr.
Director of Engineering
315 Court ST

3rd Floor Suite 318

Tazewell VA 24651

Office (276)385-1254
www.tazewellcounty.org

<http://gis.tazewellcounty.org/tazewellcountygis/>

From: derek call <callderek618@gmail.com>
Sent: Tuesday, June 13, 2023 4:09 PM

To: Kenneth Dunford <kdunford@tazewellcounty.org>

Subject: Re: Trail Bid

I understand, what was the winning bid?

On Tue, Jun 13, 2023 at 3:55 PM Kenneth Dunford <kdunford@tazewellcounty.org> wrote:

Derek

I am emailing you to let you know the Board of Supervisors has awarded the contract for the trail to T9 Construction. However, the Board has decided to reject the bid for the bathhouse due to the cost. We would like to move forward with the septic system, and we are currently getting three quotes. I would like to give you the opportunity to provide a quote for the septic system. I am on a tight deadline and would need to have the quote by June 23, 2023. If you are interested in providing a quote, please send it to me as soon as possible. If you are not interested in providing a quote, please let me know. I appreciate your time and consideration. You can use the same documents for the previous bid.

Thank You
Kenneth Dunford Jr.
Director of Engineering
315 Court ST

3rd Floor Suite 318

Tazewell VA 24651

Office (276)385-1254
www.tazewellcounty.org

<http://gis.tazewellcounty.org/tazewellcountygis/>

NOTICE TO BIDDERS.

General Information

The **Board of Supervisors of Tazewell County, Virginia** is currently accepting sealed bids from qualified contractors to build (1) new hiking/walking trails and (2) a bathhouse at Cavitt's Creek Park.

Responsible bidders will have the choice to bid on one or more of the following items:

Option 1 – Lump sum and cost per foot to construct the proposed ADA trail

Option 2 – Lump sum cost to construct the proposed Bathhouse

Option 3 – Lump sum cost for the trail and the cost per foot for the ADA trail.

THE BID SHALL BE DELIVERED TO THE FOLLOWING NO LATER THAN FRIDAY, MAY 15, 2023 at 2:00 PM. ANY BIDS DELIVERED AFTER THIS DATE SHALL BE RETURNED TO THE SENDER UNOPENED.

Hand-delivered, sealed proposals may be delivered to the following address:

C. Eric Young – Tazewell County Administrator
Tazewell County, Virginia
197 Main Street
Tazewell, Virginia 24651

Any and all questions regarding this *Request for Proposals* and the **Tazewell County Board of Supervisors** it represents must be submitted in writing to:

Kenneth E. Dunford, Jr. – Tazewell County Director of Engineering
Tazewell County, Virginia
197 Main Street
Tazewell, VA 24651

OR by email to kdunford@tazewellcounty.org

Questions will be taken until **May 10, 2023**.

The **Board of Supervisors of Tazewell County, Virginia** reserves the right to reject any and all proposals resulting from this request. The **Board of Supervisors of Tazewell County, Virginia** further reserves the right to reject as non-responsive proposals that do not contain the information required by this Request for Proposals.

The **Board of Supervisors of Tazewell County, Virginia** is not liable for any cost incurred by any business responding to this request.

Partial funding for the Project is being provided by the Recreational Trails Program of the Federal Highway Administration administered in Virginia by DCR and must be undertaken in accordance with the Recreational Trails Program guidance of the FHWA and with 2, 23, and 49 CFR.

Small businesses and businesses owned by women or minorities are encouraged to apply. Bidders shall comply with any and all national or state legislative, executive, and judicial orders or decrees prohibiting discrimination in employment regarding race, color, creed, national origin, gender, gender identification or preference, disability, or veterans' status. Bidders shall certify that they do not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, national origin, gender, gender identification or preference, disability, or veterans' status.

Bidders Responsibility

1. Provide proof that they are a licensed contractor in the Commonwealth of Virginia
2. Provide proof of liability insurance in the amount of \$1 Million Dollars
3. Pledge that they are complying or will comply with all workers compensation laws of the Commonwealth of Virginia.
4. Provide a list of equipment available to them to deploy on the project and their anticipated hours of labor they intend to use on the project.
5. Provide proof of bidder's corporate status where applicable.
6. A responsive bidder will fill out all the information on the attached bid sheet. Incomplete bid sheets will be rejected.

ACKNOWLEDGEMENT BY BIDDER

1. Bidder assumes the responsibility of reviewing all plans and field verifying all the plans
2. Bidder will proceed with the project within 30 days of the Notice to Proceed. A latter date shall be agreed upon in writing between the County and the contractor
3. The County reserves the right to reject all bids.
4. Bidder will submit an invoice to the county upon completion of work. The county will pay for work after its completion in accordance with the Prompt Payment Act.
5. Completion of work for the ADA trail shall be finished no later than 90 days from the award of the contract unless a revised time line is agreed upon between the contractor and the County. Failure to meet this deadline will result in liquidated damages of \$100 per day per uncompleted lot.

6. Completion of work for the Bath House and septic shall be finished no later than 90 days from the award of the contract unless a revised time line is agreed upon with the contractor and the County. Failure to meet this deadline will result in liquidated damages of \$100 per day.
7. Completion of work for the Bath House, septic and ADA trail shall be finished no later than 180 days from the award of the contract unless a revised time line is agreed upon with the contractor and the County. Failure to meet this deadline will result in liquidated damages of \$100 per day.

TECHNICAL INFORMATION

1. New ADA trail on the North side of the lake shall be done by the proposed plans (see attached plans)
2. All material must be ADA compliant as shown plan
3. Contractor is responsible for adhering to Federal, State and Local Erosion and Sediment Control Laws. An Erosion and Sediment control permit has been approved
4. All Longitudinal slopes must not exceed +/- 5%
5. Trails must have proper drainage to avoid pounding on the trail
6. See attached sheets for the plans and specifications for the Bathhouse

Option 1 Trail Only

Trail only	Cost per Foot	Total Cost
	43.12	137,984 ⁰⁰
		137,984

Option 2 Bath House and Septic

Item	Lump Sum Cost
Bath House	
Septic	
Total Cost	

Option 3 Trail, Bath House and Septic

Item	Cost per Foot	Cost
Trail		
Bath House		
Septic		
Total Cost		

NOTICE TO BIDDERS.

General Information

The **Board of Supervisors of Tazewell County, Virginia** is currently accepting sealed bids from qualified contractors to build (1) new hiking/walking trails and (2) a bathhouse at Cavitt's Creek Park.

Responsible bidders will have the choice to bid on one or more of the following items:

Option 1 – Lump sum and cost per foot to construct the proposed ADA trail

Option 2 – Lump sum cost to construct the proposed Bathhouse

Option 3 – Lump sum cost for the trail and the cost per foot for the ADA trail.

THE BID SHALL BE DELIVERED TO THE FOLLOWING NO LATER THAN FRIDAY, MAY 15, 2023 at 2:00 PM. ANY BIDS DELIVERED AFTER THIS DATE SHALL BE RETURNED TO THE SENDER UNOPENED.

Hand-delivered, sealed proposals may be delivered to the following address:

C. Eric Young – Tazewell County Administrator
Tazewell County, Virginia
197 Main Street
Tazewell, Virginia 24651

Any and all questions regarding this *Request for Proposals* and the **Tazewell County Board of Supervisors** it represents must be submitted in writing to:

Kenneth E. Dunford, Jr. – Tazewell County Director of Engineering
Tazewell County, Virginia
197 Main Street
Tazewell, VA 24651

OR by email to kdunford@tazewellcounty.org

Questions will be taken until **May 10, 2023**.

The **Board of Supervisors of Tazewell County, Virginia** reserves the right to reject any and all proposals resulting from this request. The **Board of Supervisors of Tazewell County, Virginia** further reserves the right to reject as non-responsive proposals that do not contain the information required by this Request for Proposals.

The **Board of Supervisors of Tazewell County, Virginia** is not liable for any cost incurred by any business responding to this request.

Partial funding for the Project is being provided by the Recreational Trails Program of the Federal Highway Administration administered in Virginia by DCR and must be undertaken in accordance with the Recreational Trails Program guidance of the FHWA and with 2, 23, and 49 CFR.

Small businesses and businesses owned by women or minorities are encouraged to apply. Bidders shall comply with any and all national or state legislative, executive, and judicial orders or decrees prohibiting discrimination in employment regarding race, color, creed, national origin, gender, gender identification or preference, disability, or veterans' status. Bidders shall certify that they do not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, national origin, gender, gender identification or preference, disability, or veterans' status.

Bidders Responsibility

1. Provide proof that they are a licensed contractor in the Commonwealth of Virginia
2. Provide proof of liability insurance in the amount of \$1 Million Dollars
3. Pledge that they are complying or will comply with all workers compensation laws of the Commonwealth of Virginia.
4. Provide a list of equipment available to them to deploy on the project and their anticipated hours of labor they intend to use on the project.
5. Provide proof of bidder's corporate status where applicable.
6. A responsive bidder will fill out all the information on the attached bid sheet. Incomplete bid sheets will be rejected.

ACKNOWLEDGEMENT BY BIDDER

1. Bidder assumes the responsibility of reviewing all plans and field verifying all the plans
2. Bidder will proceed with the project within 30 days of the Notice to Proceed. A latter date shall be agreed upon in writing between the County and the contractor
3. The County reserves the right to reject all bids.
4. Bidder will submit an invoice to the county upon completion of work. The county will pay for work after its completion in accordance with the Prompt Payment Act.
5. Completion of work for the ADA trail shall be finished no later than 90 days from the award of the contract unless a revised time line is agreed upon between the contractor and the County. Failure to meet this deadline will result in liquidated damages of \$100 per day per uncompleted lot.

6. Completion of work for the Bath House and septic shall be finished no later than 90 days from the award of the contract unless a revised time line is agreed upon with the contractor and the County. Failure to meet this deadline will result in liquidated damages of \$100 per day.
7. Completion of work for the Bath House, septic and ADA trail shall be finished no later than 180 days from the award of the contract unless a revised time line is agreed upon with the contractor and the County. Failure to meet this deadline will result in liquidated damages of \$100 per day.

TECHNICAL INFORMATION

1. New ADA trail on the North side of the lake shall be done by the proposed plans (see attached plans)
2. All material must be ADA compliant as shown plan
3. Contractor is responsible for adhering to Federal, State and Local Erosion and Sediment Control Laws. An Erosion and Sediment control permit has been approved
4. All Longitudinal slopes must not exceed +/- 5%
5. Trails must have proper drainage to avoid pounding on the trail
6. See attached sheets for the plans and specifications for the Bathhouse

Option 1 Trail Only

Trail only	Cost per Foot	Total Cost

Option 2 Bath House and Septic

Item	Lump Sum Cost
Bath House	
Septic	
Total Cost	

Option 3 Trail, Bath House and Septic

Item	Cost per Foot	Cost
Trail	\$36.75	\$117,600. ⁰⁰
Bath House		\$700,000. ⁰⁰
Septic		\$25,500. ⁰⁰
Total Cost		\$843,100. ⁰⁰

CONTRACT FOR SERVICES

This **CONTRACT FOR SERVICES** (hereafter, “the Contract”) is made and entered into this ____ day of July, 2023, by and between the **TAZEWELL COUNTY BOARD OF SUPERVISORS**, the governing body of Tazewell County, Virginia, in and for Tazewell County, Virginia (hereafter, “the County”), and **T9 CONSTRUCTION, LLC**, a Virginia limited liability corporation addressed at 21357 Azure Lane, Abingdon, VA 24211 (hereafter, “the Company”).

W I T N E S S E T H:

WHEREAS, the County issued a comprehensive *Invitation for Bids* for multiple projects at Cavitt’s Creek Park, one of which included building new hiking and walking trails compliant with the rules and regulations of the Americans with Disabilities Act of 1990 (hereafter, “ADA”);

WHEREAS, the Company submitted a responsive, conforming bid upon said project prior to the closing of bids on May 15, 2023; and

WHEREAS, on June 6, 2023, the County voted to find the Company the most responsive and responsible bidder regarding said project, and directed that the Contract be prepared to formalize the agreements and covenants made between the County and the Company;

NOW THEREFORE, for and in consideration of the following mutual agreements and covenants between the County and the Company, the receipt and sufficiency are hereby acknowledged by the County and the Company, the County and the Company do hereby agree as follows:

- (1) The Company shall build hiking and/or walking trails, compliant with the rules and regulations of the ADA, at Cavitt's Creek Park, located at 750 Recreation Drive, North Tazewell, VA 24630 (hereafter, "Cavitt's Creek"). Such trails shall be constructed in substantial compliance with the stamped drawings and schematics provided to the Company by the County, which are attached hereto as "Exhibit A" and are fully incorporated herein.
- (2) The County currently anticipates that such hiking and/or walking trails shall comprise three thousand, two hundred (3,200) linear feet of trails.
 - (a) The County shall pay unto the Company a price of Thirty-Six Dollars and Seventy-Five Cents (\$36.75) per linear foot of trail constructed, which shall be a total project price of One Hundred Seventeen Thousand, Six Hundred Dollars (\$117,600.00).
 - (b) Should the Company complete construction of trails, and such trails be shorter than three thousand, two hundred linear (3,200) linear feet, the Company shall be allowed to deduct *pro rata* the percentage of the total project price corresponding to the percentage of trails constructed. **For example**, should the Company complete construction of trails with such trails measuring two thousand, four hundred (2,400) linear feet, being seventy-five percent (75%) of the estimated footage, the County shall pay unto the Company seventy-five percent (75%) of One Hundred Seventeen Thousand, Six Hundred Dollars (\$117,600.00), which is Eighty-Eight Thousand, Two Hundred Dollars (\$88,200.00).

- (c) Should the Company be unable to complete construction of trails without exceeding three thousand, two hundred (3,200) linear feet, the Company shall obtain the written permission of the County prior to constructing additional linear footage. In the event the County grants written permission for the Company to construct trails in excess of three thousand, two hundred (3,200) linear feet, the County shall pay unto the Company an additional amount of Thirty-Six Dollars and Seventy-Five Cents (\$36.75) per linear foot of trail constructed. **For example**, should the Company complete construction of trails with such trails measuring four thousand (4,000) linear feet, the County shall pay unto the Company One Hundred Seventeen Thousand, Six Hundred Dollars (\$117,600.00) plus an additional Thirty-Six Dollars and Seventy-Five Cents (\$36.75) per linear foot for eight hundred (800) additional linear feet. The additional amount paid would be Twenty-Nine Thousand, Four Hundred Dollars (\$29,400.00), which would amount to a grand total of One Hundred Forty-Seven Thousand Dollars (\$147,000.00) paid by the County to the Company.
- (3) The Company agrees to the terms and conditions of all documents provided by the County unto the Company as part of the Invitation for Bids, which are attached hereto as "Exhibit B" and are incorporated fully herein.

- (4) The Company shall commence construction of trails within thirty (30) days of the execution of the Contract. The Company shall complete all construction of trails within ninety (90) consecutive calendar days from the date that construction of trails commences. Should the Company fail to complete all construction of trails within ninety (90) consecutive calendar days from the date that construction of trails commences, the Company shall pay unto the County the sum of Three Hundred Sixty-Seven Dollars and Fifty Cents (\$367.50) per day as liquidated damages therefor.
- (5) In construction, alteration, maintenance, and repair of the trails, the Company shall use iron and steel that are produced in the United States of America, in compliance with the Build America, Buy America Act, Pub. L. No. 117-58, § 70901-52.
- (6) In accordance with federal law, including Executive Order 11246 and Executive Order 13672, the Company hereby certifies the following:
 - (a) The Company is committed in policy, principle, and practice to maintaining an environment which provides equal opportunity for all persons and prohibits discriminating in employment decisions on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity and expression, genetic information, and any other class of individuals protected from discrimination under state or federal law in any aspect.

- (b) The Company affirms its commitment to provide a welcoming and respectful work and educational environment, in which all employees of the Company may benefit from each other's experiences and foster mutual respect and appreciation of divergent views.
 - (c) The Company will not be tolerant of conduct which violates rights guaranteed federal, state, or local law, including harassment of employees (i.e., racial harassment, sexual harassment, and retaliation for filing complaints of discrimination).
- (7) The Company acknowledges that it is an independent Contractor and shall not be deemed an employee, agent, or mandate of the County. The Company further acknowledges that the Company shall not be entitled to any benefits to which the County's employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation benefits, injury leave, or other benefits.
- (8) The Company shall not assign the Contract or any portion thereof without the express prior written consent of the County. The Company shall not be relieved of any of its liabilities under the Contract by an assignment hereof.
- (9) The Company agrees to indemnify, defend, and hold harmless the County, and its officers, agents, and employees from, against, and with respect to any claims incurred by or asserted against the County, arising in part or in full due to any negligent or intentional conduct of the Company or any of its officers, agents, employees, or subcontractors in the construction of the trails herein.

- (10) The Company agrees to indemnify, defend, and hold harmless the County, and its officers, agents, and employees from, against, and with respect to any claims incurred by or asserted against the County, arising in part or in full due to any negligent or intentional conduct of a third party pertaining to the construction of the trails herein.
- (11) Should any paragraph or provision of the Contract be deemed to be unconstitutional, invalid, or otherwise void by a court of competent jurisdiction, the paragraph or provision deemed to be unconstitutional, invalid, or otherwise void shall be stricken but shall not affect the validity and effect of the other terms and conditions of the Contract, and such terms and conditions shall remain in full force and effect.
- (12) The Contract shall be governed by the laws of the Commonwealth of Virginia, and the preferred jurisdiction and venue for any disputes arising from the Contract shall be the Circuit Court of Tazewell County, Virginia.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed the Contract as of the date set forth above.

SHANNA C. PLASTER
Chairperson – Tazewell County Board
of Supervisors

**COMMONWEALTH of VIRGINIA,
COUNTY of TAZEWELL, to-wit:**

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in and for the jurisdiction aforesaid by Shanna C. Plaster, Chairperson of the Tazewell County Board of Supervisors, whose identity was satisfactorily proven before me, on this _____ day of July, 2023.

My Commission Expires: _____
My Notary Registration No.: _____

Notary Public

RENICK TUELL
Manager – T9 Construction, LLC

**COMMONWEALTH of VIRGINIA,
COUNTY of WASHINGTON, to-wit:**

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in and for the jurisdiction aforesaid by Renick Tuell, Manager of T9 Construction, LLC, whose identity was satisfactorily proven before me, on this _____ day of July, 2023.

My Commission Expires: _____
My Notary Registration No.: _____

Notary Public