Loudoun County, Virginia

INVITATION FOR BID

WILLOW LAKE DREDGING AND POND RETROFIT

ACCEPTANCE DATE: Prior to 4:00 p.m., January 21, 2026 "Local Time"

IFB NUMBER: RFQ 683927

ACCEPTANCE PLACE: Loudoun County Government Offices
1 Harrison Street, S.E.
1st Floor, Procurement Bids and Proposals Drop Box
Leesburg, Virginia 20175

PLEASE NOTE:

A. Plans & Specifications: To obtain the plans and specifications for this Project, send an email to the Invitation for Bid point of contact/Contracting Officer below and the County will make them available using the Microsoft One Drive. Bidders will receive a first email from the Contracting Officer. Then, bidders will be prompted to enter a verification code. The verification code will be from no-reply@sharepointonline.com. Please note that this email often goes into spam/ junk folder.

Please note, the Project Specifications contain Geotechnical information and a Geotechnical Report Release form signed by an individual authorized to bind the firm into a contract MUST be signed and submitted prior to obtaining the plans and specifications.

Please attach the Geotechnical Report Release Form to your email requesting access to the files using Microsoft One Drive.

B. Pre-Bid Conference. A Pre-Bid Conference will be held virtually using Microsoft Teams on **December 16, 2025, at 11am** for clarification of any questions on the plans and specifications. See the Microsoft Teams login information provided below. To participate in the audio portion of the opening, please dial the number provided below and follow the prompts as designated. *After the project information has been provided, the Contracting Officer will also provide a high-level overview of the supplier registration process and online submission of proposals through iSupplier.* To participate by computer, connect to the link provided and follow the prompts as designated:

Join the meeting now

Meeting ID: 270 448 580 051 84
Passcode: 4yG9Sv6s

Dial in by phone
+1 757-600-4923
Phone conference ID: 128 635 681#

C. Site Inspection. Please read this section carefully. Instructions to participate in a site inspection (if provided) can be found in Section 22, Instruction to Bidders, Paragraph 22.5. Please read this section carefully as there may be specific dates established to register for the site inspection.

The terms and conditions contained in this Invitation for Bid and in the County-Contractor Agreement are not negotiable.

Requests for information related to this Invitation should be directed to:

Name: Nebila Kurtu, NIGP-CPP, CPPB, VCCO, FMP
Contract Officer
(571) 627-7455
Nebila.kurtu@loudoun.gov

This document can be downloaded from our website: www.loudoun.gov/Procurement

Issue Date: December 9, 2025

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

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WILLOW LAKE DREDGING AND POND RETROFIT

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Attachments below are incorprorated or incorporated by reference into this Invitation for Bid and Contract Documents:

ATTACHMENT 1:	**COUNTY-CONTRACTOR AGREEMENT (contained herein)**
ATTACHMENT 2:	**GEOTECHNICAL REPORT RELEASE FORM (contained herein)**
ATTACHMENT 3:	**ESCROW AGREEMENT (contained herein)**
ATTACHMENT 4:	**GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**
ATTACHMENT 5:	**PREVAILING WAGE RATES- LOUD-25-0018**
ATTACHMENT 6:	**PLANS AND SPECIFICATIONS DATED JULY 8, 2025**

Authorized by: _____ Date: _____

WILLOW LAKE DREDGING AND POND RETROFIT

1.0 PURPOSE

1.1 The Intent of this Invitation for Bid (IFB) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified General Contractor to remove accumulated sediment of 10,000 Cubic Yards (CY) and install two (2) forebays and one (1) aquatic bench on Willow Lake in the Sugarland Run Community. The Project will involve removing, hauling, and disposing of accumulated sediment from the pond, installing two (2) forebays at existing inflows to the pond, and installing one (1) aquatic bench with breaks for public use. The Project will also include the replacement of existing asphalt trails, if any, destroyed by the Project, restoring the site, and implementing landscaping.

1.2 The County Construction Contract resulting from this IFB requires the payment of **Prevailing Wage Rates.** Refer to Section 3.0 of this IFB.

1.3 The costs associated with the removal of any and all unsuitable soils and/or rock encountered below subgrade (as defined in Specification in Section 10 of the Plans and Specification), during the construction of this Project shall be borne by the County. The County requests that the Contractor provide unit prices for unsuitable soils removal and rock removal. Unit Prices shall include the import of suitable material as needed to replace those quantities removed (It shall be assumed that suitable material will be procured from an off-site source). Unit prices shall be included on the Pricing Page of the Bid and shall be multiplied times an assumed quantity provided by the County for an extended price. The extended price shall be carried by the County as an Owner's Allowance in the final Contract Price and will be paid to the Contractor on a "per occurrence" basis, with any remaining allowance(s) being returned to the County upon completion of the Project. This will apply to all excavations with the only exception being drilling activities (i.e. borings, geothermal wells, etc.). In these specific instances the Contractor should assume that rock will be encountered and price the drilling accordingly as part of their Base Bid Cost. Refer to Specification 312000 of the Plans and Specification for soil classification and responsibility for all unsuitable soils and/or rock encountered above subgrade.

2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

3.0 PREVAILING WAGE RATES

Remuneration for any individual performing work on the County Construction Contract resulting from this IFB shall be at a rate equal to or greater than to the prevailing wage rate identified in Attachment 5 to this IFB.

3.1. The General Contractor awarded a County Construction Contract as a result of this IFB, and any sub-contractors hired by the General Contractor to perform Work on the County Construction Contract resulting from this IFB, shall pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform Work in connection with the resulting County Construction Contract at or greater than the prevailing wage rate identified in this IFB.

3.2. Any General Contractor or any subcontractor who employs any mechanic, laborer, or worker to perform Work under the County Construction Contract resulting from this IFB, at a rate that is less than the prevailing wage rate identified in this IFB (i) shall be liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight percent accruing from the date the wages were due; and (ii) shall be disqualified from bidding on public contracts with any public body until the contractor or subcontractor has made full restitution of the amount described in clause (i) owed to such individuals. A contractor or subcontractor who willfully violates this section is guilty of a Class I misdemeanor.

3.3. After award of the County Construction Contract, the General Contractor to whom such contract is awarded shall certify under oath, to the Commissioner of Labor and Industry the pay scale for each craft or trade employed on the Project to be used by such contractor and any of the contractor's subcontractors for work to be performed under such public contract. This certification shall, for each craft or trade employed on the Project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third-party fund, plan or program to which benefit payments will be made on behalf of employees. The certification shall be sent to the Commissioner of Labor and Industry each pay period for the duration of the Project.

3.4. The General Contractor awarded a County Construction Contract as a result of this IFB, shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the public works Project is employed during each workday and week. The employer shall preserve these records for a minimum of six (6) years and make such records available to the Department of Labor and Industry within ten (10) days of a request and shall

certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period they request.

3.5. No later than ten (10) days after the date of the Notice to Proceed, the General Contractor awarded a County Construction Contract as a result of this IFB and subcontractors performing on a County Construction Contract shall post the prevailing wage rate for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at any such places as are used by the contractor or subcontractors to pay workers their wages. Within ten (10) days of such posting, a contractor or subcontractor shall certify to the Commissioner of Labor and Industry its compliance with this subsection.

3.6. The General Contractor awarded a County Construction Contract as a result of this IFB shall include the requirement in all subcontracts issued and require the same requirement to be inserted by all lower tier subcontractors in their subcontracts to pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform Work in connection with the resulting County Construction Contract at or greater than the prevailing wage rate identified in this IFB.

3.7. Information regarding Prevailing Wage Rates and the Department of Labor and Industry Forms can be found at https://www.doli.virginia.gov/prevailing-wage-law/.

4.0 BIDDER MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All bidders must submit the documentation and information indicated below with their bid. Failure to provide any of the required documentation/information will be cause for bid to be deemed non-responsive and/or non-responsible and rejected.*

The following criteria shall be met in order to be eligible for this Contract:

4.1 Debarment: By signing the Pricing Page contained in the IFB, bidders are certifying that bidder is not currently debarred by any local or state government or the federal government. Bidders shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.

4.2 The Contractor submitting a bid shall not be disqualified from bidding for a violation of the Commonwealth of Virginia prevailing wage law.

4.3 Provide evidence of a contractor's certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following:

- Registered Commonwealth of Virginia Contractor: Class A. Include a copy of the Class A Contractors license in your bid.

4.4 Verification of Bonding Capability. Bidder shall include in their bid a letter from a surety or insurance company (with a Best's Financial Strength Rating of A or better and Financial Size Category VII or higher by A.M. Best Co.) stating that the bidder is capable of obtaining a performance and payment bond based on the bidder's estimated contract value for the construction of the Project, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified herein, in a manner similar to the notation provided below:

"As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project." This letter shall also state the bidder's per Project and total bonding program limits and that the Surety is authorized/licensed to do business in the Commonwealth of Virginia.

4.5 Experience requirements for the General Contractor.

A. The General Contractor submitting a bid must demonstrate successful experience in removing greater than 10,000 CY of sediment from ponds and retrofitting similar to the approved plans and specifications. Demonstration of this experience shall be by means of providing four (4) project references, each with a minimum construction cost of $2,000,000, that have been completed within the past Fifteen (15) years from the date of this IFB.

<u>Each project reference must specifically include:</u>

- <u>Name and location of the project</u>
- <u>Description of the project, including how many cubic yards of sediment were removed and modifications to ponds, such as aquatic benches, outfall retrofitting, etc.</u>
- Initial and final construction cost along with the number of change orders
- Original and final completion date
- Penalties assessed such as liquidated damages
- <u>Project description includes photographs of sufficient quality to demonstrate the scope of the facility</u> Project description of sufficient detail to allow determination of projects size and scope to include structural elements involved in the project and the project's gross square footage. Project references shall also include:

- Name, address, current phone number, and e-mail addresses of each reference Identification and description of similar characteristics to the Project contained herein.
- Detailed description of the building envelope
- Detailed description of project finishes
- Detailed description of project foundation
- Detailed description of the project security/detention facilities
- Name of the project manager and superintendent who had direct responsibility for the project
- Photographs of all key aspects of the work of sufficient quality demonstrate the quality of the bidder's work
- Name, address, current phone number, and e-mail addresses of architects and owners

Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. The County intends to contact owners/architects provided as references to verify information provided. Failure of the owner/architect to respond to the County's inquiry may be cause for the County to require additional references meeting the requirements herein.

B. A successfully completed project shall mean: 1) that the project was completed within the contract time, including any owner-approved time extensions, 2) that the project was completed at or below the contract award amount, including any subsequent owner-approved cost change orders, and 3) that the project was completed in accordance with the contract documents.

5.0 SPECIFICATIONS

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by *Kimley-Horn and Associates, Dated July 8, 2025.*

6.0 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

The General Conditions of the Construction Contact contained in Attachment 4 to this Invitation for Bid are incorporated into the Contract Documents.

7.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than the date established in the Instructions to Bidders. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a

waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

8.0 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

9.0 PAYMENT OF TAXES

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

10.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

11.0 ETHICS IN PUBLIC CONTRACTING

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of

Interests Act (§ 2.2-3100 *et seq.*), the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

12.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

Every Contract of over $10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, status as a military family, 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

13.0 PROHIBITION OF FORCED OR INDENTURED CHILD LABOR

A. During the performance of this Contract, the Contractor certifies and agrees to: (i) the prohibition in use of forced or indentured child labor in the performance of the Contract, and (ii) include the provisions of the foregoing clause in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties

14.0 DRUG-FREE WORKPLACE

Every Contract of over $10,000 shall include the following provisions:

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 behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

15.0 FAITH-BASED ORGANIZATIONS

The County does not discriminate against faith-based organizations.

16.0 EXEMPTION FROM TAXES

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

17.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS

Within fifteen (15) calendar days after the effective date of the County – Contractor Agreement, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

A A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a A.M. Best's Financial Strength Rating of at least A or better and in a financial size of category VII or higher, or otherwise secured in a manner satisfactory to the County, for the

faithful performance of the Contract in strict conformity with the plans, specifications, and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and

B A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a A.M. Best's Financial Strength Rating of at least A or better and in a financial size of category VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.

C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.

D. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).

E. If at any time, any surety or sureties become insolvent or are determined by the County to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.

F. The Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.

G. The successful bidder's failure to furnish to the County acceptable bonds, within fifteen (15) days after the effective date of the County – Contractor Agreement shall be considered just cause for cancellation of the award and forfeiture of the construction contract bid security. In such event, the proposal guaranty shall become the property of the County, not as a penalty but in liquidation of damages sustained.

18.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be

granted only upon the determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

19.0 CONSTRUCTION CONTRACT RETAINAGES

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

20.0 ESCROW ACCOUNT FOR RETAINED FUNDS

Provided the Bid price exceeds $200,000.00 and subject to the provisions of §2.2-4334 of the Virginia Public Procurement Act, the bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by the County and may request use of this option by so indicating in the space provided on the Bid Form. If the Contractor elects to use the Escrow account procedure, the "Escrow Agreement" Attachment 3, included with this bid shall be executed by the Contractor and submitted to the Purchasing Agent within fifteen (15) calendar days of notification by the County that its bid has been accepted. If the "Escrow Agreement" is not submitted within the fifteen (15) day period, the Contractor shall forfeit such rights to the use of the Escrow account procedure.

In order to have retained funds paid to an escrow agent, the Contractor, the Escrow agent, and the surety shall execute an Escrow Agreement form and submit same to the County for approval. The Contractor's escrow agent shall be a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the Escrow agent and surety, and an executed Escrow agreement will be authority for the County Administrator, or his designee, to make payment of retained funds to the Escrow agent. After approving the Escrow Agreement, the County will pay to the Escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the Escrow agent.

The Escrow agent may, in accordance with stipulations contained in the Escrow Agreement, invest the funds paid into the Escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final pay application is released for payment, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County Administrator, or his designee. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from the Contractor or in the event of default.

21.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, limited partnership, or registered as a registered limited liability partnership shall 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. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act, Sections 2.2-4300 *et seq*. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

22.0 INSTRUCTIONS TO BIDDERS

22.1 Preparation and Submission of Bids

A. Before submitting a bid, read the **ENTIRE** solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.

B. Pricing must be submitted on IFB pricing form only. Include other information, as required.

C. All bids shall be signed by the individual or authorized principals of the firm.

D. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.

E. Bidders may submit either a physical (hard copy) response or an online electronic response to this solicitation as provided in the instructions below. If the County receives both an online electronic submission and a physical (hard copy) submission for the same solicitation, then the online electronic bid shall take precedence over the physical (hard copy) submission, unless the bidder specifically states otherwise in their response.

F. *Instructions for Submitting a Physical (Hard Copy) Bids*

1. All physical (hard copy) bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening, the title of the IFB, the name of the firm, and the firm's complete return address.

2. Physical (Hard Copy) Bids may be submitted via one of the following options:

US Mail to:

County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000.

OR

Hand delivered to:

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., 1st Floor
Procurement Bids and Proposals Drop Box
Leesburg, Virginia 20175

OR

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Please note: Bidders choosing to submit bids via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time. Overnight delivery does not guarantee that the bid will be delivered to the appropriate location prior to the Acceptance Date and Time.

3. Failure by a bidder to address and label their submission in accordance with the requirements of this section may result in submission being delivered to an incorrect location which will ultimately result in rejection for late submission.

4. Each firm shall submit one (1) original physical hard copy and one (1) electronic copy (in PDF format) on a USB flash drive, of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

G. *Instructions for Submitting Online Electronic Bids*

1. Electronic submissions may be submitted through the County's iSupplier system. Bidders can access iSupplier by clicking here: https://ebsprdext.loudoun.gov/OA_HTML/AppsLocalLogin.jsp. ***Faxed and/or e-mailed bids will not be accepted.***

2. Registration and access to iSupplier is free. iSupplier registration is **MANDATORY** to submit an online electronic response. To learn more and register, please visit https://www.loudoun.gov/926/BiddersSuppliers-Registration.

iSupplier account set-up, approval, and/or updates may take up to **five (5)** business days. Bidders should confirm their ability to access and use iSupplier well in advance of the solicitation Acceptance Date and Time to allow sufficient time to request technical support, if needed.

3. Bidders must acknowledge and accept the County's Online Submission Terms and Conditions prior to submitting an online response.

4. Guides for registration and submitting an online electronic bid using iSupplier are available on the County's website at https://www.loudoun.gov/926/BiddersSuppliers-Registration . These guides provide detailed instructions for online electronic bid submission.

   a. iSupplier Registration: Loudoun iSupplier Guide.

   b. Instructions for submitting online electronic bids: iSupplier Guide for Suppliers – Sourcing (Solicitations/Bid Opportunities).

   c. Frequently Asked Questions.

5. The file(s) attached to the online electronic bid must be in PDF format unless otherwise stated. Encrypted or password protected files are prohibited. Bidders assume all risks and are solely responsible for ensuring the County is able to access, open, and download file(s) attached to their bid. Electronic links to bids are prohibited. If the County is unable to access or open any file(s) associated with the online electronic submission, the County will consider those file(s) as not submitted. Bidders are cautioned to ensure that the files attached to bid are complete. Bid submission forms must be completed legibly and in their entirety; and all required supplemental information, including addenda, must be furnished and presented in an organized, comprehensive, and easy to follow manner.

6. An online electronic bid is not considered successfully submitted unless all necessary files have been uploaded and the online electronic bid response status is "**Active**". An iSupplier system generated e-mail confirmation receipt with a unique confirmation number will be provided once submission is complete. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its bid. Incomplete online electronic responses in **"Draft"** status will not be accepted.

7. For technical assistance, please contact the Division of Procurement at (703) 777-0403 or via email at procurement@loudoun.gov. Please note that County staff will not be able to view your draft online submission and will only be able to provide general assistance related to system use and access.

8. Online electronic bids are sealed and cannot be opened until the Acceptance Date and Time specified.

9. Bidders may withdraw their online electronic bid submission prior to the Acceptance Date and Time. A new online electronic bid may be submitted to facilitate changes up through the Acceptance Date and Time specified.

H. Bids must be received by the Division of Procurement prior to 4:00 p.m., Eastern time on the date specified on the cover of the IFB. Time can be verified by visiting http://www.time.gov. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the Acceptance Date and Time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.

J. A public bid opening will be held virtually using Microsoft Teams at approximately 4:15 P.M. on the Acceptance Date. See the Microsoft Teams log in information provided below. To participate in the audio portion of the opening, please dial the number provided below and follow the prompts as designated. You may also witness the announcement of the received bids, as they are opened using Microsoft Teams with the instructions provided below. Bidders may not participate in the bid opening in-person at this time.

Join the meeting now
Meeting ID: 266 609 517 698 35
Passcode: rk2fk6tU

Dial in by phone
+1 757-600-4923
Phone conference ID: 897 442 981#

22.2 Questions and Inquiries

Questions and inquiries will be accepted in writing (email) only, from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening, and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 5:00 p.m. on January 6, 2026.** It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from www.loudoun.gov/procurement.

A. Changes to this solicitation that do **not** affect the scope, price, timing, or requirements are considered informal changes still requiring issuance of an Addendum, but the County may waive failure to include with proposal submission as an informality.

B. Material Changes that affect the scope, quality, quantity, price, timing, or other requirements will require submission of Addendum with proposal submission and may not be waived as an informality by the County.

22.3 Prevailing Wage Rate Request for Additional Classifications

Bidders' requests for additional Prevailing Wage Rate classifications shall be submitted to the Contracting Officer not later than fifteen (15) days after the Issue Date of this IFB on the Virginia Department of Labor and Industry, Request for Additional Wage Classification Form. The form can be found on the Virginia Department of Labor and Industry website, under Labor Law/Prevailing Wage Law or at https://doli.virginia.gov/prevailing-wage-law/. Bidder shall complete and sign the form, and provide sufficient supporting documentation to allow the Virginia Department of Labor and Industry to render a decision. Any requests for additional information from the Virginia Department of Labor and Industry shall be provided to the Contracting Officer within seventy-two (72) hours of receipt. Requests for additional Prevailing Wage Rate classifications received after fifteen (15) days from the Issue date of this IFB will not be responded to.

22.4 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Terms and Conditions or submitting additional terms and conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

22.5 Inspection of Site

All bidders are encouraged to make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting Contract. Site inspection will be conducted on **December 17, 2025**, at **2pm.** Offerors wanting to perform site visits must coordinate these visits with Michele Seib at michele.seib@loudoun.gov.

22.6 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of one hundred and twenty (120) days from bid opening date.

22.7 Proprietary Information

The submission of trade secrets or proprietary information with a proposal is strongly discouraged. If such information must be submitted by a bidder/offeror in connection with this solicitation, **the Bidder/Offeror must invoke the specific exclusion or exemption that applies and the protection pursuant to § 2.2-4342 of the Code of Virginia for it to be exempt from disclosure under the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700, *et seq.*, as applicable. Bidders/Offerors must clearly identify the data or other materials to be protected and state the reasons why protection is necessary prior to or upon submission.** Bidders/Offerors shall not mark sections of their proposal as "proprietary" if they are to be part of the award of the contract and are of a "Material" nature. A Bidder/Offeror shall not designate as trade secrets or proprietary information: (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; (c) line-item prices or total bid, proposal, or prequalification application prices, or (d) any information that is readily ascertainable by proper means.

Failure to identify proprietary and confidential information in accordance with § 2.2-4342F of the Code of Virginia may result in the disclosure of information pursuant to a Freedom of Information Act request. Additionally, the County will not notify the bidder, offeror, or contractor of any request for disclosure of their bid/proposal pursuant to a Freedom of Information Act request. Further, the County assumes no liability for the disclosure or use of information contained in a bid/proposal if not appropriately marked in accordance with **§ 2.2-4342**.

22.8 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization.
If a regular corporation, the CEO, President or Vice-President must sign.
Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

22.9 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its 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. The bidder shall give notice in writing of its claim of right to withdraw its bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

22.10 Subcontractors

Please refer to Article 5: Subcontractors, of the *County of Loudoun General Conditions of the Construction Contract* (*see* Attachment 4).

22.11 Late Bids

LATE bids will be returned to bidder UNOPENED.

22.12 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured**.**

22.13 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement, for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

22.14 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services, and construction shall give preference to goods, services, and construction sold by Loudoun County and the Commonwealth of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.

22.15 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for anti-trust violations.

22.16 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

22.17 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

22.18 Notice of Award

A Notice of Award will be posted on the County's website (www.loudoun.gov/procurement).

22.19 Protest

Bidders may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Department of Finance and Procurement.

22.20 Construction Contract Bid Security

Bid security is required for this Project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner the security requirements.

The apparent low bidder's Contract Bid Security shall be subject to forfeiture if the apparent low bidder withdraws his bid prior to award, or fails to sign and return the County – Contractor Agreement. The Contract Bid Security shall be forfeited according to the forfeiture provisions in Code of Virginia (§ 2.2-4336) and the proposal guaranty.

22.21 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon the determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

22.22 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by a local or state government or the federal government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

22.23 Proof of Authority to Transact Business in Virginia

A 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 bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 bid or proposal a statement describing why the bidder is not required to be so authorized. Any 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 Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at https://scc.virginia.gov/.

22.24 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of Contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

22.25 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County for submission with the bid.

22.26 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Terms and Conditions contained herein.

22.27 Legal Action

No bidder or potential bidder shall institute any legal action until all statutory requirements have been met.

22.28 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents, or subcontractors who will work under the Contract Documents have been convicted of a felony.

22.29 Unit Price Items

The Unit Price Items, identified on the Pricing Page, quantities, and extended prices are to be included in the Bidder's lump sum and used for bid evaluation purposes only; if the actual quantities, as measured by field survey, are above/below those shown above, then the unit price will be used for addition/credit to the Contract amount. The activity schedule and schedule of values shall include each Unit Price Item as a separate and distinct item. Unit price Items are to be used with County authorization only.

22.30 Substitutions

Substitutions are defined as changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

A. Substitutions for Cause are changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

B. Substitutions for Convenience are changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

The County will not consider substitutions for convenience during the bidding process. They will be considered after contract award. Refer to Article 4.17 – Equal Products in the General Conditions of the Construction Contract for procedures (*see* Attachment 4). Substitution for Cause, once verified, may be addressed during the bidding process at the discretion of the County.

All references in the specifications to substitutions being approved during the bidding process shall be deleted.

Loudoun County, Virginia

Department of Finance and Procurement
Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

23.0 PRICING PAGE

WILLOW LAKE DREDGING AND POND RETROFIT

The firm of _____
hereby offers to achieve substantial completion of the _____
in accordance with this Invitation for Bid within 730 calendar days after Notice to Proceed.

Attention bidders: Do not take any exceptions or make any qualifications to your bid.

1. Construction of the Willow Lake Dredging and Pond Retrofit

Base bid $_____

Itemized/Allowance pricing: +$_____

Total of Unit Price Items (Section 3 below) +$_____

Lump Sum =$_____

2. <u>Unit Price Items</u>

Bidders shall give unit price and extended price for each of the items listed below. The Unit Price Items, quantities, and extended prices **<u>are to be included in the lump sum</u>** and used for bid evaluation purposes only; if the actual quantities, as measured by field survey, are above/below those shown above, then the unit price will be used for addition/credit to the Contract amount. The activity schedule and schedule of values shall include each Unit Price Item as a separate and distinct allowance item. Reference Specification Section 012200. Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

Item	Estimated Qty.	Unit Price	Extended Price

Earthwork (Suitable Fill)	4100 cubic yards
Earthwork (Cut)	10,000 cubic yards
Earthwork (disposal)	10,000 cubic yards

3. Return the following with your bid. If bidder fails to provide with their bid, items shall be provided within twenty-four (24) hours of bid opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (22.24):	_____
2. Certificate of Insurance (22.25):	_____
3. Addenda, if any (Informality) (22.2A):	_____

4. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (22.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any (22.2B):	_____
2. Payment Terms:	_____ net 30 or ____ Other
3. Proof of Authority to Transact Business in Virginia Form (22.23):	_____
4. Bid Bond (22.20):	_____
5. Minimum Qualifications (4.0)	
a. Debarment History, if required (4.1)	_____
b. Virginia Contractor Class A license (4.3): (Include with bid)	_____
c. Verification of Bonding Capacity (4.4)	_____
d. Experience Requirements (4.5)	_____

5. Bid Submission

a. Hardcopy with PDF (22.1.F)	_____
b. Electronic Copy: (22.1.G)	_____

Bidder shall indicate below its intended use, or nonuse of the escrow provisions available:

I **DO** ___ OR I **DO NOT**_____WISH TO USE THE ESCROW ACCOUNT FOR RETAINED FUNDS AS PROVIDED FOR IN THIS BID DOCUMENT.

Person to contact regarding this bid: _____

Title: _____ Phone:_____

Email address: _____

Name of person authorized to bind the Firm (22.8):

Signature: _____ Date:_____

_____

Title: _____ Phone: _____

Address: _____

Email address: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents, to include the general Conditions of the Construction Contract and agrees to the Terms and Conditions as contained herein and that your Firm is not currently Debarred by a local or state government or the Federal Government. Additionally, by signing and submitting a bid, your firm confirms it is not disqualified from bidding as a result of a violation of Virginia Prevailing Wage law.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror 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 bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror 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 Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, 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. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.*** *The Bidder:*

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

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

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

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

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

_____
Legal Name of Bidder/Offeror

_____
Date

_____
Authorized Signature

_____
Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

Please take a moment to provide feedback on how you learned about this IFB and the service you received.

https://www.loudoun.gov/FormCenter/Procurement-22/Loudoun-County-Division-of-Procurement-S-414

ATTACHMENT 1

(Proposed)

COUNTY-CONTRACTOR AGREEMENT

THIS COUNTY-CONTRACTOR AGREEMENT ("Agreement" and/or "Contract") for construction of the Willow Lake Dredging and Pond Retrofit hereinafter referred to as the "Project," is effective on the date it is fully executed by and between **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "County"), and ___(herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the County and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

Attachment 1	The County's Invitation for Bid (IFB) No. 683927 dated December 9, 2025, including any addenda;
Attachment 2	The General Conditions of the Construction Contract; including any addenda ("General Conditions");
Attachment 3	The Contract Plans and Specifications including any addenda;
Attachment 4	Prevailing Wages Rate LOUD-25-0018
Attachment 5	The Contractor's bid dated _____.

In the event that Attachment 5 contradicts or limits this Agreement or Attachments 1 through 4, this Agreement and Attachments 1 through 4 shall prevail.

The capitalized terms herein shall have the same meanings as set forth in Section 1.1 of the General Conditions.

Article 1

ARCHITECT/ENGINEER AND CONSTRUCTION SUPPORT SERVICES FIRM

1.1 The Architect/Engineer (hereinafter referred to as the "A/E" and as defined in the General Conditions shall be Kimley-Horn and Associates, whose address is 11400 Commerce Park Drive, Suite 400, Herndon VA 20191. Provided, however, that the County may, at its sole discretion, amend this Article from time to time by

designating a different person or organization to act as its A/E and advise the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

1.2 The Construction Support Services Firm shall be Kimley-Horn and Associates, whose address is 11400 Commerce Park Drive Suite 400, Herndon, Virginia 20191 Provided, however, that the County may, at its sole discretion, amend this Article from time to time by designating a different person or organization to act as its Construction Support Services Firm and advise the Contractor in writing, at which time the person or organization so designated shall be the Construction Support Services Firm for the purposes of this Contract.

Article 2

TIME OF COMMENCEMENT AND COMPLETION

2.1 The Contractor shall commence the Work as defined in the General Conditions upon the date established in the Notice to Proceed. Notice to Proceed will be issued as set forth in Article 8 of the General Conditions.

2.2 Time is of the essence in this Agreement.

2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions no later than 730 calendar days after the date of the Notice to Proceed. This time period shall be designated as the Time for Completion.

2.4 The Contractor shall complete the Work within the flowing Milestone dates:

ACTIVITY:	DATE:
Substantial Completion	730 days after NTP
Final Completion	30 Calendar Days after Substantial Completion

2.5 The liquidated damages incurred by the County due to the Contractor's unexcused failure to complete the Work within the Contract Times, including any extensions thereof, and meet the Milestones designated in section 2.4 above, will be applied as follows:

Milestone	Liquidated Damages
Substantial Completion	$200 /each consecutive Calendar Day

2.6 If liquidated damages are assessed, the County will assess the amount of liquidated damages set forth in section 2.5 above cumulatively. This provision for liquidated damages does not bar the County’s right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

2.7 The Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

Article 3

CONTRACT PRICE

3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the County shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of _____ Dollars ($_____) (herein referred to as the "Contract Price").

Article 4

PROGRESS PAYMENTS

4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.3.6 of the General Conditions.

4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work Contractor will deliver to the A/E an Application for Payment in accordance with the provisions of section 9.3 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the County and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

4.3 An acceptable CPM Schedule Update shall be submitted in conjunction with each Application for Payment. Failure to provide an acceptable CPM Schedule Update will result in the rejection of the Application, and no Payment will be made until such time as an acceptable CPM Schedule Update is received.

Article 5

OTHER REQUIREMENTS

5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, and Certification of Insurance as required by the Contract Documents within fifteen (15) calendar days of the effective date of the County – Contractor Agreement. The Guarantee or Warranty Bond shall be submitted as described in section 9.8.5.2 of the General Conditions.

5.2 To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

5.3 A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia 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. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act, Sections 2.2-4300 *et seq*. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.4 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, status as a service-disabled veteran, status as military family or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall 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 to meet this requirement.

5.5 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 behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5.6 All notices and other communications made pursuant to the Contract Documents and not required to be made through e-Builder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
P.O. Box 7000
1 Harrison Street, S.E.
Leesburg, VA 20177

If sent via (a) or (b)
County of Loudoun, Virginia
Division of Procurement
ATTN: Purchasing Agent
1 Harrison Street, S. E., **1st Floor**
Procurement Bids and Proposals
Drop Box
Leesburg, VA 20177

If sent via (c)
County of Loudoun, Virginia
Division of Procurement
PO Box 7000
ATTN: Procurement Bids & Proposals
Leesburg, VA 20175

Due to security restrictions, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 **ONLY** in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of

mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

Article 6

IMMIGRATION REFORM AND CONTROL ACT OF 1986

6.1 By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Article 7

PROHIBITION OF FORCED OR INDENTURED CHILD LABOR

7.1 During the performance of this Contract, the Contractor certifies and agrees to: (i) the prohibition in use of forced or indentured child labor in the performance of the Contract, and (ii) include the provisions of the foregoing clause in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.2 For the purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Article 8

ENTIRE CONTRACT AND SEVERABILITY

8.1 This Agreement, together will all attachments, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or contracts, either written or oral. The Contract may be amended or changed only by an Amendment or Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the County, (or any agent, consultant, or independent Contractor employed by the County) and any subcontractor, sub-subcontractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for the County's benefit, and to enforcement thereof.

8.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the

entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Article 9

GOVERNING LAW/FORUM

9.1 This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or, if jurisdiction exists, the United States District Court for the Eastern District of Virginia in Alexandria. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

9.2 Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of this Agreement. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

Article 10

COUNTERPARTS

10.1 This Contract and any amendments or modifications hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures:

COUNTY OF LOUDOUN, VIRGINIA
Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175
Phone: (571) 627-7455

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Phone:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Tina P. Estevao
Senior Assistant County Attorney

ACKNOWLEDGEMENT
Geotechnical/Geophysical Release Form
ATTACHMENT 2:

This form shall be signed and submitted prior to obtaining plans and specifications from the Division of Procurement. CD's will not be released if a signed form has not been submitted.

As evidenced by the Bidder's signature below, the site and soils data, photographs, boring and well construction diagrams, pilot Project notes, and Geotechnical and/or Geophysical Engineering Report(s) dated November 17, 2023, prepared or compiled by Kimely-Horn and Associates, Inc., and related to Invitation for Bid (IFB) RFQ 683927, Willow Lake Dredging and Pond Retrofit is being made available to the Bidder in good faith in order to apprise the Bidder of the information within the possession of the County. The Bidder understands that these report(s) are for informational purposes only and are not part of the Contract and the County provides no warranty as to the accuracy, completeness, or correctness of such report(s). These report(s) were developed for design and information purposes only. The Bidder agrees to indemnify, hold harmless, and defend the County, its employees, agents, servants, and representatives from and against any costs, claims, extension of Contract time, or liabilities of any kind resulting from the use of or reliance on these reports.

By making this information available, the County is not classifying the site. Additionally, this information is not a substitute for personal and independent investigation, interpretation, and judgment by the Bidder. In the event the Bidder elects not to perform his/her own investigation of the subsurface conditions prior to the submission of the Bid, the Bidder will relinquish the County from any liability, extension of Contract time, or cost associated with this decision. It is the obligation of the Bidder to make its own interpretation of all subsurface data that may be available and satisfy itself, through its own independent investigation, as to the nature, condition, and extent of the material to be excavated, graded, or driven through or any other geotechnical aspect of this Project.

If Bidder elects to conduct its own site investigation of County property, the Bidder shall indemnify, hold harmless, and defend the County, its employees, agents, servants and representatives from and against any and all claims, suits, demands, actions (regardless of the merits thereof) and damages of whatever nature arising out of or resulting from its site visit and any associated work, including jurisdictional labor disputes or other labor troubles that may occur during the performance of the Work.
Site investigation work shall be conducted between 9:00 am to 5:00 pm, Monday through Friday.

The Bidder is responsible for:

1. Coordinating the time and date of the site investigation with the County.
2. Any damage to adjacent property.
3. Backfilling and compacting borings or test pits prior to departing the site.
4. Coordinating with Miss Utility to locate utilities prior to any work being done.
5. Damage to onsite utilities.
6. Management of traffic and safety of the public on roads adjacent to the site.
7. Safety requirements for equipment and personnel brought to the site.

The submission of a Bid shall be considered conclusive evidence that the Bidder has satisfied itself as to the subsurface conditions that may be encountered in performing the work for the Project.

FIRM NAME: _____

_____ _____
Principal or authorized representative (Print Name) Date

_____ _____
Principal or authorized representative (Signature) Date

ESCROW AGREEMENT
ATTACHMENT 3

THIS ESCROW AGREEMENT, made this _____ day of _____, 20__, among the **COUNTY OF LOUDOUN, VIRGINIA** (“County”) and _____ _____(“Contractor”) and_____ a trust company, bank, or savings and loan institution with is principal office located in Virginia (“hereinafter referred to collectively as “Bank”); and

_____
(“Surety”), provides:

I.

The County and the Contractor have entered into a Contract with respect to Project Name _____ Project No. _____ _____ ("Contract"). This Escrow Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance of the Contractor.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the County Treasurer is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the County, elected to have these retained amounts held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of the Contract or any other instrument or agreement between the County and the Contractor.

III.

The County shall from time to time pursuant to the Contract pay to the Bank amounts retained by it under the Contract. Except as to amounts actually withdrawn from escrow by the County, the Contractor shall look solely to the Bank for the payment of funds retained under the Contract and paid by the County to the Bank.

The risk of loss by the diminution of the principal of any funds invested under the terms of the Contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this escrow agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell, or otherwise transfer or dispose of its interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks or warrants drawn by the County Treasurer and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.

V.

The following securities, and none other, are approved securities for all purposes of this Agreement:

(1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills.
(2) Bonds, notes and other evidence of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
(3) Bonds or notes of the County of Loudoun,
(4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A," and
(5) Certificates of deposit issued by commercial Banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Bank and its affiliates,
(6) Any bonds, notes or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than $25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five (5) years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to,

or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the Loudoun County Purchasing Agent, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Treasurer of Loudoun County for deposit to the appropriate fund and account within the County's approved accounting structure. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the Loudoun County Purchasing Agent, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder, the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank's fee or any other costs of administration, such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Contract are not affected hereby.

[SIGNATURE PAGE FOLLOWS]

WITNESS the following signatures, all as of the day and year first above written.

COUNTY OF LOUDOUN, VIRGINIA	**CONTRACTOR**
_____	_____
Director, Department of Finance & Procurement	Officer, Partner or Owner
Bank	SURETY
_____	_____
Title	Title
_____	_____
Address	Address

Loudoun County
VIRGINIA

Department of Finance and Procurement
1 Harrison Street SE
PO Box 7000
Leesburg, VA 20177-7000
703-777-0403 O | procurement@loudoun.gov
loudoun.gov/procurement

January 14, 2026

NOTICE TO BIDDERS

ADDENDUM NO. 1

IFB RFQ 683927

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) No. RFQ 683927: Willow Lake Dredging and Pond Retrofit. Please acknowledge receipt of this addendum by signing and returning with your bid.

The purpose of this addendum is to answer questions received.

Prepared By: s/Nebila Kurtu, CPPB, VCCO, FMP Date: 1/14/2026
Contracting Officer

Acknowledged By: _____ Date: _____

START OF QUESTIONS

Q1. Does the scope include sediment sampling by the dredging contractor to classify the material for disposal? Is the disposal location pre-determined?

A1. The County has already had the sediment sampled for pollutants and meets Virginia Clear Fill requirements. The report documenting the sediment sample results will be furnished to the awarded contractor. The disposal site has not been pre-determined, and it is the contractor's responsibility to determine and confirm disposal location, as well as obtain any necessary permits required to dispose of at determined location.

Q2. How will the unit-price earthwork items (Suitable Fill – 4,100 CY; Cut – 10,000 CY; Disposal – 10,000 CY) be measured and paid (pre/post survey, truck counts, in-place vs. loose)?

A2. Unit Price Earthwork items will be measured via truck counts at an agreed quantity prior to construction (for example, 10 cubic yards per truck load-depending on truck size)

Q3. If actual quantities for unit-price items differ from the bid quantities, will payment be adjusted to actual quantity installed/removed, and are there caps/not-to-exceed limits?

A3. If actual quantities differ, a Change Order will be done.

Q4. Please provide the full prevailing wage determination (including classifications and fringes) applicable to this solicitation and confirm whether any updates will be issued via addendum prior to bid.

A4. Prevailing Wage was issued with the IFB as Attachment 5. Any Questions related to Virginia Prevailing Wage rates should be directed to Virginia Department of Labor and Industry (DOLI) at (804) 786-6613 and/or prevailingwage@doli.virginia.gov.

Q5. Please confirm the required bond amounts for Performance Bond, Labor & Material Payment Bond, and any Guarantee/Warranty Bond (percent of contract value and duration).

A5. Reference IFB Attachment 4 – General Conditions, Article 4, Section 4.25 and Article 9.

Q6. Please confirm required insurance coverages and limits (GL, auto, WC, umbrella) and whether additional insured endorsements and waivers are required.

A6. Please reference IFB Attachment 4 – General Conditions, Article 11: Insurance.

Q7. Please confirm the list of required preconstruction submittals (CPM schedule, payment schedule, CQC plan/testing plan, pump/drawdown plan, SWPPP/VAR10 compliance docs) and the required formats/templates.

A7. Pump/Drawdown Plan, SWPPP Compliance Documents, Responsible Land Disturber Certification, CPM Schedule. There is no specific format.

Q8. General Conditions require a full-time CQC System Manager with a current U.S. Army Corps of Engineers CQC certificate. Please confirm this requirement applies to this County project and whether an equivalent qualification is acceptable.

A8. An equivalent qualification is acceptable.

Q9. Please confirm all warranty periods (including the two-year planting/establishment period) and clarify contractor responsibilities for replacement, watering, and reseeding during the warranty.

A9. See Section 11.A of the Technical Specifications.

Q10. Please confirm the intended Notice to Proceed (NTP) timeframe and any critical interim milestones beyond Substantial Completion (730 days after NTP) and Final Completion (30 days after Substantial).

A10. The NTP timeframe is typically 60 days. There are no other critical interim milestones.

Q11. Please confirm whether liquidated damages ($200/day) apply only to Substantial Completion or also to Final Completion and any other milestones.

A11. Liquidated damages only apply to substantial completion.

Q12. Plans/notes indicate restrictions for working in County streets/ROW (Mon–Fri 9:00 AM–3:30 PM). Please confirm whether any portion of this project requires work in County ROW/streets and whether these hours apply to all project activities or only roadway/ROW work.

A12. The only work that will be allowed in the ROW is installation of construction access off of Greenfield Court. Those hours only apply to ROW work. Standard working hours for County projects are 7:00 am – 5:00 pm. All work must comply with County noise ordinance requirements.

Q13. Will weekend/holiday work be permitted for pond drawdown, dredging, hauling, or restoration activities if requested, and what is the approval process?

A13. Weekend/Holiday work is only permitted at the discretion of the County Project Manager. The approval process requires a request of the project manager at least 72 hours in advance (unless it is an emergency).

Q14. What are the required limits for trail/sidewalk closures (maximum duration, detour requirements, signage/notification), and is there a required public notice period through the HOA/County?

A14. Limits of SAF on sheet 11 denote areas where trail should be closed. Trail is to be closed for the duration of construction activities. The County will address all notifications to the HOA regarding trail closure timeframe.

Q15. Please confirm the approved site access point(s), staging/laydown areas, and any restrictions imposed by the Sugarland Run HOA (hours, noise, truck routes, on-street parking, etc.).

A15. Construction access, staging and laydown areas are shown on Sheet 11. Pond floor, post draw down, may also be utilized for soil stockpiling location if requested by contractor. Location(s) proposed for soil stockpiling to be approved by County/Engineer.

Q16. Plans require photo documentation of Greenfield Court prior to construction. Please confirm whether a formal precondition survey/report (video + written) is required and whether the County/HOA has a preferred format.

A16. No formal precondition survey/report is required, unless the Contractor finds it necessary. An email with the photo documentation and notes of any existing deficiencies will suffice. There is no formal format.

Q17. Plans require daily sweeping/removal of debris/mud from Greenfield Court. Please confirm required frequency/standard (e.g., daily minimum vs. as needed) and any specific enforcement/inspection expectations.

A17. Sweeping shall be performed on an as needed basis except for on soil hauling days. Streets are to be swept clean daily at the end of each hauling day. If repeated County inspections document a lack of street sweeping, contractor can expect the potential for enforcement action.

Q18. Plans show a construction entrance with wash rack and note contractor must provide a water source. Please confirm allowable water source options (hydrant meter, on-site spigot, water truck) and whether a temporary water meter/backflow preventer is required.

A18. Contractor is to provide water sources for on-site operations. Note: In Loudoun County only specific designated hydrants are allowed to be used. It is the contractor's responsibility to coordinate with Loudoun Water.

Q19. Plans indicate a 15-foot internal construction access road. Please provide typical section requirements (stone type/thickness, geotextile, maintenance) and confirm whether removal/restoration is required at completion.

A19. Removal of construction access road is required prior to allowing pond to re-fill post construction. Contractor's bid should indicate access road material proposed and cost associated with material. Timber mats, aggregate, proprietary products, etc. are all acceptable for this construction access road, and bids for this line item should reflect contractors proposed access road material.

Q20. Plans state that no construction equipment or activity is allowed on the existing asphalt trail/dam/spillway at any time. Please clarify how equipment and material will access and work adjacent to these features and whether temporary matting/bridging is permitted to cross any sensitive areas.

A20. It is the contractor's responsibility to provide a means and methods to perform construction around these sensitive areas. It is anticipated that construction services will be able to be addressed from the pond floor and not require vehicular/construction access from the dam or across the spillway.

Q21. Please provide available utility as-builts and identify all known utilities within/adjacent to limits of disturbance, including the sanitary line/easement shown on plans (e.g., 20' SAN).

A21. Plans show all known utilities. CAD files will be provided to the awarded contractor, at the contractor's request.

Q22. Plans/directives require contacting Miss Utility and/or a private utility locator. Please confirm whether the County will provide private utility locating or if it is fully contractor responsibility.

A22. It is the contractor's responsibility to contact Miss Utility and/or a private utility locator. The County will not provide private utility locating for this project.

Q23. If utilities conflict with the work, who is responsible for relocation costs and coordination (County vs. contractor vs. utility owner)?

A23. Utility conflicts and relocation services are not anticipated as part of this project. If during construction, any unknown utilities are found and conflict with construction, all work tied to the relocation will be addressed with a Change Order and coordinated between the County and the Utility Owner.

Q24. Please confirm the existing condition of the pond outlet structure(s), riser/valves, and any other control structures, and provide inspection reports if available.

A24. Once pond is drawn down, County will provide inspection and accompanying report to awarded contractor. If at this time, it is determined that the pond outlet structure (riser) requires repair/replacement, a change order will be issued to perform required services.

Q25. Please provide copies of all environmental permits/approvals applicable to this work (USACE, VADEQ/VSMP/VAR10, floodplain, wetlands, land disturbance) and confirm which permits are already secured by the County vs. which must be obtained by the contractor.

A25. The County has obtained all necessary environmental, grading, and land disturbance permits required to perform this construction. These will be provided to the awarded contractor bidder. It is the contractor's responsibility to acquire all required VDOT permits tied to the construction access off of Greenfield Court.

Q26. General Conditions indicate the County has secured the VAR10 coverage letter. Please clarify contractor responsibilities for SWPPP implementation, inspections, reporting, and whether a qualified SWPPP inspector is required.

A26. Contractor is responsible for all requirements of VAR10 permit, to include all SWPPP obligations. A qualified SWPPP inspector is also required for this work.

Q27. What are the specific requirements/limits for dewatering discharge (turbidity standard, filtration method, discharge location, sampling/testing frequency), and is any separate discharge permit required?

A27. Contractor to determine dewatering discharge location based on site conditions. With regards to dewatering discharge limits/requirements, it is the Contractors' responsibility to meet all required provisions of the General VPDES Permit for Discharges of Stormwater from Construction Activities (VAR-10 Permit) tied to items such as sampling frequency, turbidity, etc.

Q28. Plans identify wetlands and floodplain areas near the work. Please confirm allowable work limits in these areas and any special restrictions, mitigation, or restoration requirements.

A28. The Limits of Disturbance shown on the plan indicate all areas permitted to perform construction activities. There will be no mitigation measures or restoration efforts required, as this project is a pond retrofit project, and the intent of the project is to enhance water quality.

Q29. The documents note a wood turtle presence in the vicinity. Are there any seasonal work restrictions, monitoring requirements, or best management practices that must be included in the bid?

A29. The only requirement tied to the potential presence of wood turtles is that all matting utilized has to be coir fiber biodegradable matting and not synthetic.

Q30. The IFB purpose indicates removal of approximately 10,000 CY of sediment. Please confirm whether this is an in-place quantity and provide the basis (survey surfaces, pay limits, tolerances).

A30. The 10,000 CY includes a 2500 CY contingency to account for unknowns tied to the original bathymetric survey and in field sediment measurements. This amount is an in-place quantity and was based off survey and CAD design surfaces.

Q31. Has sediment sampling/characterization been performed (moisture content, debris, contaminants/metals/organics)? If so, please provide the lab results to confirm disposal classification and costs.

A31. Sediment sampling has been conducted but only to determine the presence of pollutants and if the sediment meets clean fill requirements, which it does. Moisture content has not been determined, but it should be considered fully saturated as it is under water currently. Sediment sampling reports will be provided to selected contractor.

Q32. Please confirm acceptable disposal facilities/material classifications for dredged sediment and excess soils, required manifests/receipts, and whether the County must pre-approve the disposal location.

A32. Disposal location / facility is the contractor's responsibility to determine. It is also the contractor's responsibility to dispose of this material at comply with all Local, State, and Federal requirements to material disposal County and State requirements.

Q33. Is dredged sediment required to be dewatered on-site prior to hauling? If yes, what criteria defines acceptable dewatering (e.g., no free liquids, moisture content target) and what staging/footprint is allowed for dewatering areas?

A33. It is the contractors decision if on-site dewatering (and accompanying location within the pond footprint) should be performed prior to hauling. If contractor determines dewatering on-site is their best means and methods, all local, state, and federal requirements tied to dewatering must be met.

Q34. If sediment removal results in over-excavation below design grades, is the contractor responsible to backfill to design grade, and what material/specification governs that backfill?

A34. Contractor is to meet design grades shown on layout and grading sheet 22.

Q35. How will unforeseen debris (large rock, timber, trash, concrete) encountered during sediment removal be handled for payment (included vs. separate pay item/change order)?

A35. Any unforeseen debris should be documented and coordinated with the County Project Manager. It will be done as a Change Order.

Q36. Plans state drawdown rates may not exceed 6 inches/day and may need to be as slow as 1 foot/week. Please confirm which drawdown rate should be used for pricing and how compliance will be monitored/verified.

A36. Contractor to assume that pond draw down will not exceed 6 inches/day and compliance will be monitored by either the County or their Engineer.

Q37. Please confirm allowable drawdown methods (use existing outlet structure/valve vs. temporary pumping) and whether the contractor is permitted to modify/adjust existing control structures to accomplish drawdown.

A37. Contractor will be required to provide pumping/draw down plan that outlines draw down means and methods as part of project and will require approval from County/Engineer prior to draw down activities. The outlet structure valve is not permitted to be exercised to draw down the pond and modifications to outlet structure will not be allowed. It is anticipated that a pump would be utilized to draw down the pond.

Q38. What level of detail is required for the pump and drawdown plan submitted to DGS (calculations, pump sizing, staging, contingency for storm events), and what is the expected review timeframe?

A38. Contractor is to provide a plan that at a minimum outlines site preparation prior to drawdown activities, dewatering sequence / proposed means and methods, proposed pump(s) and pump sizing, means of sediment control during dewatering, anticipated pump location and pump discharge location for draw down activities, monitoring and maintenance activities, responsible personnel, fueling and spill management (if required), and basic calculation(s) to determine estimated time to draw down pond / dewatering rate verification (no more than 6" per day).

Q39. Plans state contractor must determine the need for a pump-around throughout construction. Please identify inflow/outfall locations requiring bypass and provide design flow rates/assumptions for pump-around pricing.

A39. Pond inflow locations are shown on existing conditions sheets 6-7. Pond.

Q40. Please confirm approved discharge locations for dewatering/pump-around (downstream channel, storm system, or other) and any energy dissipation/erosion protection requirements at the discharge points.

A40. It is assumed that dewatering/pump around will ultimately discharge to the ponds downstream receiving channel that has been recently restored and armored. It is anticipated that this channel can handle the flow rate from dewatering/pump around activities without eroding. If at any time during draw down, erosion begins to occur at DS receiving channel, contractor is to stop immediately and notify County.

Q41. Plans require the emergency spillway be free from obstructions at the end of each working day. Please clarify whether any temporary protection or diversion is required for the spillway during work and where stockpiles may be placed to avoid obstructions.

A41. Work near/around concrete spillway should be conducted in a manner that ensures no damage occurs to the spillway, as it will be the contractors responsibility to repair. Stockpile location is at the discretion of the contractor, but it is recommended that material stockpiles are not located near the emergency spillway. If material stockpiles are located near the spillway, and for some reason, the spillway gets enacted and sediment is conveyed through the spillway, it will be the contractor's responsibility to remediate all sediment discharges downstream.

Q42. Please provide detailed construction requirements for Forebay #1 and Forebay #2 (materials, liner/geotextile, riprap size, elevations, outlet controls, and acceptance tolerances).

A42. Please see plan sheet 24 (Proposed Forebay Profiles) for all design information related to Forebay #1 and #2.

Q43. Please provide the cross section and material requirements for the proposed aquatic bench (bench width, grades, planting soil/media, erosion protection, and acceptance criteria).

A43. Please see all requisite plan sheets (E&S Sheets 11-13, Layout and Grading Plan Sheet 22, Proposed Pond Profiles Sheet 23, and Planting and Seeding Plan sheets 35-37 of approved plan set for information regarding the proposed aquatic bench.

Q44. The IFB purpose notes the aquatic bench will include breaks for public use. Please clarify what 'breaks' entail (access points, paths, steps, ADA requirements, surfacing) and provide details/quantities.

A44. "Breaks" entail a break in aquatic plantings tied to the aquatic bench in order to allow for residents to cast out without concern of getting their lines caught in vegetation.

Q45. Plans show multiple proposed fishing pads (e.g., #1–#6). Please clarify the pad construction type (concrete, asphalt, stone, timber/boardwalk), thickness, reinforcement, and edge/grade tie-in requirements.

A45. All proposed fishing pads are to be constructed out of compacted fill material and should be grassed as shown on Sheet 35 of the approved plan set. Fishing pad dimensioning and grading tie outs are shown on Layout and Grading Plan Sheet 22.

Q46. Plans note 'Contractor to saw cut existing pipe and field adjust to outfall at proposed conditions.' Please provide the pipe size/material/location and clarify scope (length to replace, fittings/headwall connection, and required testing).

A46. 8" PVC pipe is shown on sheet 22 of the plans, and location is denoted by the call out pointing at the end of the pipe. Contractor is to saw cut flush with proposed grade.

Q47. Plans require removal of riprap to accommodate grading, stockpiling on site, and reinstallation post-construction. Please identify riprap locations/limits, expected quantities, and whether additional new riprap is required beyond reuse.

A47. Existing rip-rap is concentrated at the pond inflow locations shown on the existing conditions sheets 6 and 7. It is anticipated that this material will be re-installed post excavation and grading. There is minimal proposed new rip rap associated with this project. Two proposed rip-rap forebay weirs are shown on Sheet 24, along with a weir detail for each. Class A-1 Rip Rap shall be utilized for these weirs with a D50 of 1.2'. Geotextile fabric should underlay the rip rap.

Q48. The IFB purpose states the asphalt trail must be replaced if destroyed by construction. Please define the replacement limits/criteria (what constitutes 'destroyed') and provide assumed quantities/lengths for bid purposes.

A48. The asphalt trail should be in the same condition as it is currently. No quantities are provided, the impacts to the trail are part of the contractors means and methods.

Q49. Please provide the existing/proposed asphalt trail typical section (asphalt thickness, base thickness/type, subgrade requirements) and any required compaction/testing.

A49. No existing cross section is available. For sections that will need to be replaced 95% compaction is required.

Q50. Are there ADA/accessible route requirements for the restored trail and fishing pad access (slopes, cross slopes, detectable warnings), and are there required tie-in transitions at limits?

A50. There are no ADA/accessible route requirements.

Q51. Plans and notes include a turbidity curtain. Please confirm who is responsible for installation, inspection/maintenance, repairs, and removal of the turbidity curtain during construction.

A51. The contractor is responsible for installation, maintenance, repairs, and removal of the turbidity curtain throughout the life of construction activities.

Q52. Please confirm whether third-party E&S inspections are required, the inspection frequency, and whether any County inspection fees must be carried by the contractor.

A52. The contractor is responsible for E&S inspections per the permit. Typically, that does not include third-party requirements if the appropriate certifications are held by the contractor.

Q53. Please confirm the total limits of disturbance acreage (plans show ~6.10 AC) and identify any off-site disturbance areas (haul routes, staging, disposal/dewatering areas) that must be included for permitting/restoration.

A53. LOD is shown throughout plans to be 6.10 acres and is confirmed. Hauling route to Potomac View Road is shown on Sheet 18. Hauling route from that point on is to be determined by contractor. Disposal, dewatering areas, staging to be determined by contractor. No off-site disturbance is proposed as part of this plan, any offsite dumping/spreading of sediment and associated permits tied to that is the responsibility of contractor.

Q54. Please confirm tree protection limits and whether any specific tree-protection matting (e.g., 'Deck Mat') is required, including extents/quantities.

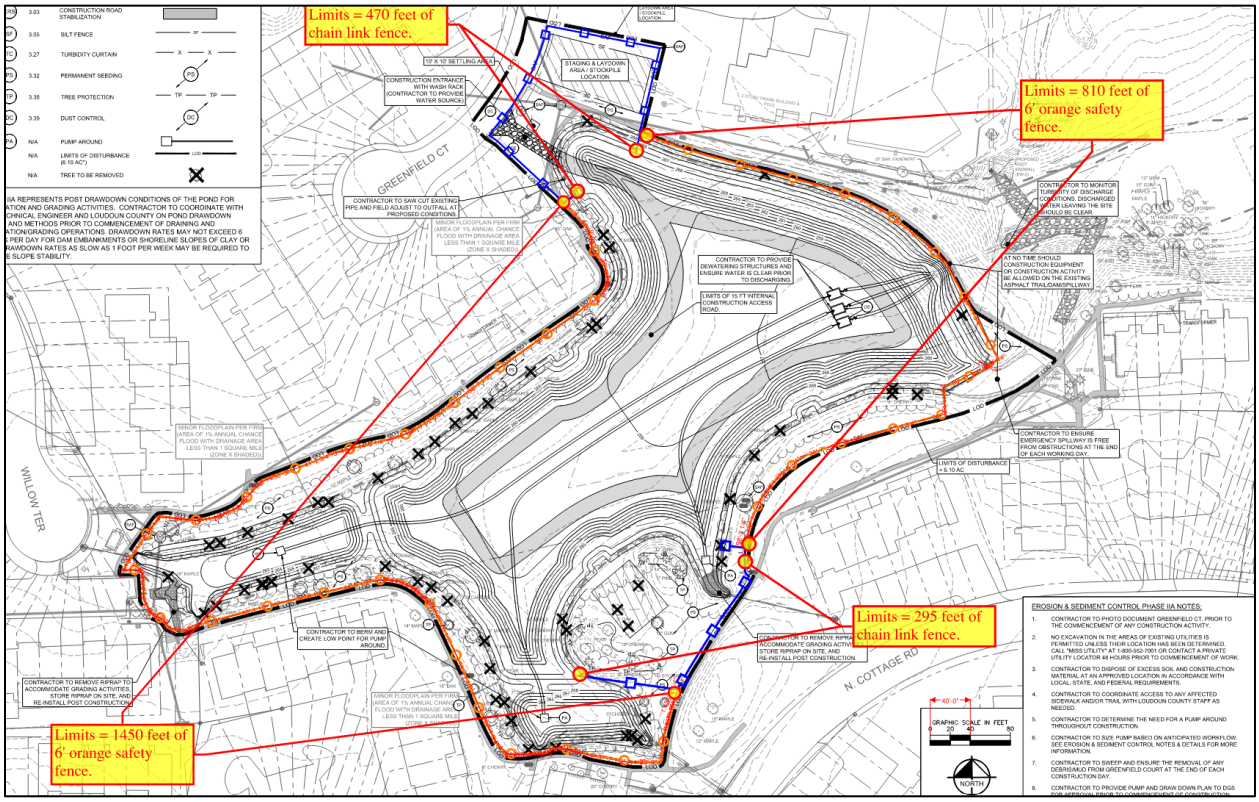
A54. Tree protection limits are shown on Sheets 11-13 (E&S Plan) of the approved plan set and tree protection detail is shown on sheet 17 of the plan set.

Q55. What dust control measures are expected for hauling and grading (water truck frequency, calcium chloride, sweeping), and are there specific requirements from the HOA/County?

A55. Dust control measures are the responsibility of the contractor and should utilize the means and methods outlined in the Dust Control detail (C-SCM-01) of the Virginia Stormwater management Handbook.

Q56. Temporary fencing quantities appear to differ between the Temporary Fencing Exhibit (e.g., chain link limits shown as 295 LF and other notes show 470 LF) and other plan callouts. Please confirm the total quantities and locations for temporary chain link fence and 6' orange safety fence for pricing.

A56. Temporary Fencing shown in temporary fencing exhibit is correct. There should be 765 ft (470 ft + 295 ft) of chain link fence, and 2260 (810 ft + 1450 ft) ft of 6' orange safety fence. See Figure 1 below for extents of chain link fence (blue) and 6' orange safety fence (orange).



Q57. Please confirm the governing installation standard for 6' orange safety fence (post height and spacing). Technical Specs indicate 8' posts at 8' spacing, while E&S details show alternate spacing. Which requirement governs?

A57. Refer to the technical specifications for governing installation for the 6' orange safety fence.

Q58. Please confirm required chain link fence height, fabric gauge, top rail/tension wire, gates (quantity/width), lock/key requirements, and signage requirements.

A58. Chain Link Fence should be 6' high as stated in Section 9.E (Erosion and Sediment Control) of specifications. Contractor to determine gate amount and width based off their best interpretation of fencing exhibit and site conditions. Fencing/gates should be locked at the end of each working day, and signage requirements will be provided to the winning contractor by the County. Ensure chain link is one of the following: Galvanized No. 11.5 Ga. Steel wire with 2.25-inch opening, No. 11 Ga. Aluminum coated steel wire in accordance with ASTM-A-491, or galvanized No. 9 Ga. Steel wire top and bottom with galvanized No. 11 Ga. Steel intermediate wires. No. 7 gage tension wire is to be installed at the top of the chain link fence.

Q59. Technical Specs state any adjustment to fence/gate locations to facilitate access will be done at no additional cost. Please confirm whether multiple reconfigurations should be anticipated and if there are any limits to this requirement.

A59. It is assumed that very limited adjustments/reconfigurations to fence/gate locations will be required as part of this project. There are no limits to this requirement, but it is assumed that the only modifications to the on-site fencing would be to assist in accommodating access for construction equipment, if needed.

Q60. Please clarify requirements for suitable fill import (4,100 CY) including material gradation/classification, source approval process, and required laboratory testing. The notes reference off-site borrow source and geotechnical engineer approval—please confirm who provides testing and approval.

A60. See Section 10B of the Technical Specifications.

Q61. The documents indicate the County bears cost for unsuitable soils/rock below subgrade via unit prices (Owner's Allowance). Please confirm assumed quantities/limits and provide the unit price schedule and measurement method.

A61. No unsuitable soil/rock is anticipated. If they are encountered, Contractor to notify County and a Change Order will be completed.

Q62. Plans/specs reference 'clean fill' requirements per Virginia regulations. Please confirm whether all imported material and any material placed as fill must meet clean fill requirements and what documentation (lab results, certifications) is required.

A62. All imported fill material and placed material is to meet clean fill requirements. Contractor to furnish soil submittal to County prior to importing of fill for approval, with all required documentation showing material meets VA standards for clean fill.

Q63. Please confirm whether Loudoun County's contracted geotechnical firm will perform required field/lab testing (compaction, soils, asphalt, concrete) or if the contractor must hire and pay for testing services.

A63. See Section 10B of the Technical Specifications.

Q64. Plans require monitoring turbidity and ensuring discharged water is clear. Please specify any numeric turbidity limits, sampling locations, frequency, and reporting/documentation requirements.

A64. Contractor to provide qualified personnel, with all required certifications, who is familiar with the turbidity monitoring requirements outlined in the General VPDES Permit for Discharges of Stormwater from Construction Activities (VAR-10 Permit).

Q65. Plans/notes reference providing advance notice for inspections (e.g., 4 hours). Please confirm required notice periods, inspection types, and contact procedures to avoid standby costs.

A65. 24-hour notice for inspections related to project milestones. Contact the County Project Manager.

Q66. Technical Specs require an as-built site plan in CAD prepared by a Virginia Licensed Land Surveyor. Please confirm required extent for this project (e.g., pond grading, forebays, fishing pads, trails, utilities) and confirm required coordinate system/datum and submission format.

A66. The extents of the As-built survey should encompass the entire LOD, Contractor to review Loudoun County Facility Standards Manual for required County Horizonal and Vertical Datum requirements. Submittal shall be in AutoCAD and pdf.

Q67. Will the County/Engineer provide electronic base files (CAD) and existing survey control/benchmarks for construction and as-built preparation?

A67. All electronic base files necessary, including CAD files, will be provided to the awarded contractor.

Q68. Technical Specs require the site be rehabilitated to a condition equal or superior to preconstruction and turned over to the Sugarland Run HOA. Please clarify restoration expectations for turf, landscaping, trails, and any HOA-specific acceptance criteria or inspections.

A68. As stated, turf, landscaping (that is proposed to be saved/protected), trails and all other features that are not denoted as to be removed, if damaged or modified during construction, shall be returned to equal or superior to pre-construction conditions.

Q69. Seeding specs state the County may require additional seeding at any time prior to substantial completion or during planting inspections within the two-year warranty, and that it is within the original contract scope. Please clarify how many additional seeding cycles should be anticipated and the maximum area for bid purposes.

A69. Additional seeding may required should site not establish vegetative cover in a reasonable time period post any seeding/or planting activity. Additional seeding will also be required should any denuded areas arise during construction and any areas are required to be regraded or modified. Additional cycles and maximum area cannot be determined at this time, and it is the contractors responsibility to establish either temporary or permanent cover on the site within all required timelines.

Q70. Goose fence installation is stated to be at the discretion/direction of the Engineer. Please identify the planned extents/locations and provide a quantity (LF or area) for bidding purposes.

A70. Goose fence installation should be assumed for the entire area of the aquatic bench.

Q71. Plans require a street opening permit for work in County ROW/easements. Please confirm whether this project includes any ROW/easement excavation requiring a street opening permit, and whether permit/inspection fees are reimbursable or included in the bid.

A71. No excavation is planned within a ROW/Easement. It is the contractor's responsibility to obtain all required VDOT permits tied to the Construction Entrance on Greenfield Court.

Q72. Please confirm the approved haul routes for sediment/soil trucking and any restrictions (weight limits, school zones, hours, HOA restrictions) that must be included in pricing.

A72. See hauling route sheet 18. Responsibility of contractor to determine route post limits shown on sheet 18.

Q73. Are on-site stockpiles permitted for dredged sediment or excavated soils? If yes, please identify allowable stockpile areas, maximum heights, and required stabilization.

A73. On-site stockpiles are permitted for dredged sediment/excavated soils. On-site soil stockpile location, size, and height is at the discretion of the contractor. Stabilization will only be required if construction activities cease for an extended period of time, and stabilization measures meet requirements outlined in the Virginia Stormwater management Handbook.

Q74. Are access features required for future forebay maintenance/cleanout (e.g., ramp, hardstand, access road reinforcement), and are those included in this contract?

A74. Access features for future maintenance are not required nor are included in this contract.

Q75. Plans show multiple 'Safety Bench' callouts. Please confirm required grading, stabilization, and any planting/restoration requirements associated with safety benches.

A75. Safety bench grading is shown on Sheet 22 and on several cross sections on sheet 23. Safety benches should be stabilized with coir matting and planted with permanent seeding meeting requirements shown on sheet 16.

Q76. Please confirm whether trail shoulder/edges (stone dust, topsoil/seed) must be restored/reconstructed beyond asphalt replacement and provide typical section.

A76. If trail shoulders/edges are destroyed, replacement in kind will be required.

Q77. Please confirm required temporary stabilization timelines (e.g., 7/14 days) and any special stabilization products required (mulch, blankets, hydroseed) for disturbed areas.

A77. Temporary stabilization measures, and associated timelines, should meet the requirements outlined in the temporary seeding detail (C-SSM-09) of the Virginia Stormwater management Handbook.

Q78. Plans indicate 'dewatering structures' are required. Please specify acceptable systems (sediment tanks, dewatering bags, filtration socks, weir box) and whether a specific product is required.

A78. Contractor to determine means and methods and system for dewatering and submit as part of the required dewatering plan.

Q79. Please confirm whether existing riprap to be removed and reinstalled is considered reusable material provided by the Owner, and whether damaged/unusable riprap must be replaced at contractor cost.

A79. Existing on-site rip rap should be utilized on-site when/where necessary and is considered reusable material provided by owner. Existing damaged/unusable rip rap shall not be utilized on site and will not be required to be replaced at the contractor's cost.

Q80. Are there any specific subcontractor participation requirements (SWaM/DBE goals) applicable to this solicitation?

A80. There are no specific subcontractor requirements.

Q81. Please confirm required testing standards and frequency for any concrete/asphalt work (sampling, density, thickness), and whether testing is included by County or contractor.

A81. Testing for concrete/asphalt work will be done by the Contractor and results submitted to the County**.**

Q82. Is an erosion/sediment control bond or escrow required with the County/HOA, and if so, what is the amount and process?

A82. No – this is County project – no ESC bond is required.

Q83. If work occurs within mapped floodplain, are additional floodplain permits required and who obtains them?

A83. All work within the LOD is currently permitted, contractors are not permitted to go outside the LOD.

Q84. Are there HOA/County restrictions for noise, lighting, or idling that impact working hours or operations near residences?

A84. Standard Loudoun County Noise Ordinance Requirements apply. Work hours are 7:00 am – 5:00 pm.

Q85. Please confirm required gradation/classes for riprap, filter stone, and geotextile associated with forebays/aquatic bench and any outfalls.

A85. There is minimal proposed rip rap associated with this project. Two proposed rip-rap forebay weirs are shown on Sheet 24, along with a weir detail for each. Class A-1 Rip Rap shall be utilized for these weirs with a D50 of 1.2'. Geotextile fabric should underlay the rip rap.

Q86. Please confirm whether proof rolling is required for areas receiving fill/trail replacement and the acceptance criteria.

A86. Methods for replacing trail destroyed by the project will be at the discretion of the contract.

Q87. Beyond the as-built site plan, are record drawings/O&M manuals required for any installed features (valves, pumps, etc.)?

A87. Yes.

Q88. Please confirm final acceptance process and required closeout documentation (as-builts, warranties, lien waivers, test reports, SWPPP termination) and whether HOA participation is required.

A88. As built plans, reports, manuals (if required), warranties and lien waivers (if required) will be required as part of closeout. HOA participation is not part of the closeout process.

Q89. Please confirm retainage percentage and conditions for reduction/release at substantial completion.

A89. Please see Section 19 of the IFB.

Q90. What are acceptable tolerances for dredge grades and side slopes, and is over-dredging permitted?

A90. Over dredging is not permitted, and it is anticipated that the contractor will meet proposed grades shown on layout and grading plan by 0.1'.

Q91. Please provide the size/capacity of existing outlet structures and whether they can support the required drawdown rate without temporary modifications.

A91. Pond Routing and pond composite stage discharge curve is provided on Sheet 31 illustrating the capacity of the existing outlet structure. Contractor shall not exercise existing pond draw down valve at any time during draw down operations, or throughout construction operations, unless approved by the County/Engineer.

Q92. What downstream protection measures are required during drawdown/dredging to prevent sediment release (e.g., additional turbidity curtains, check dams, stabilization of discharge points)?

A92. Compliance with turbidity monitoring requirements outlined in the VAR-10 permit are mandatory as part of this project, and as such, it is not anticipated that downstream protection measures will be needed to prevent sediment release. With regards to stabilization of discharge points, the pond's downstream receiving channel has been restored and armored. It is anticipated that this channel can handle the flow rate from dewatering activities without eroding. If at any time during draw down, erosion begins to occur at DS receiving channel, contractor is to stop immediately and notify County.

Q93. Will the County/HOA require controlled access (locks keyed alike, key distribution), and should the contractor provide security patrols or cameras?

A93. Contractor is responsible for all equipment and site security measures they deem necessary.

Q94. Does the County require a formal traffic control plan, flaggers, or signage for truck traffic on Greenfield Court, and are any permits required?

A94. Hauling route and minimum signage requirements for the project are shown on Sheet 18. It is the contractor's responsibility to obtain all required VDOT permits tied to the construction entrance off of Greenfield Court.

Q95. For excess soil and construction material disposal, are there specific classification/clean fill requirements and approved facilities separate from dredged sediment disposal?

A95. The Contractor is responsible for the appropriate removal of clean fill based on the permit and Virginia regulations.

Q96. Please clarify whether aquatic bench planting media/topsoil is required, thickness, and whether any engineered soil mix is specified.

A96. Aquatic bench plantings should be encompassed in soil as shown on the Aquatic Bench planting detail shown on sheet 37. Depth/thickness of topsoil should be based of maximum depths shown in the Aquatic Bench Area Vegetation Schedules on 36.

Q97. Please confirm whether the internal access road and construction entrance (including wash rack/settling area) must be fully removed and restored, and what restoration standard applies.

A97. Internal access road and construction entrance is to be fully removed prior to allowing pond to refill. All internal access road material is to be removed, and pond floor is to be set at final grade shown in plan.

Q98. Please clarify how contractors are intended to bid the earthworks on this job. Is all earthwork pricing to be submitted via the unit prices utilizing the given quantities in section 23.2 of the RFQ document (which will all be measured and paid per unit in the field), with no earthwork scope to be included in the "Base Bid" section of the pricing? Please confirm, as the bid form/instructions are unclear, and we don't want to inflate our bid by including the earthworks pricing in the base bid as well as in the unit price section (leading to a double count of anticipated earthwork on the job), as contract award will be based on the total sum of all three of these sections.

A98. The earthworks pricing should be submitted via unit pricing with the given quantities.

Q99. Sheet 4 of the RFQ document (1.0 Purpose Section 1.3) states "the County requests that the Contractor provide unit prices for unsuitable soils removal and rock removal. Unit Prices shall include the import of suitable material as needed to replace those quantities removed (It shall be assumed that suitable material will be procured from an off-site source). Unit prices shall be included on the Pricing Page of the Bid and shall be multiplied times an assumed quantity provided by the County for an extended price. The extended price shall be carried by the County as an Owner's Allowance in the final Contract Price and will be paid to the Contractor on a 'per occurrence' basis, with any remaining allowance(s) being returned to the County upon completion of the Project". Section 23.1 of the RFQ document (Pricing Page) includes three fields for pricing – 1) Base Bid, 2) Itemized/Allowance Pricing, and 3) Total of Unit Price Items. The quantities given in section 23.2 (Unit Price Items) are for general earth moving operations as far as I can tell. They are for Earthwork (Suitable Fill) – 4,100 CY, Earthwork (Cut) – 10,000 CY, and Earthwork (Disposal) – 10,000 CY. The County did not provide line items/quantities for Unsuitable Soil Removal or Rock Removal as mentioned in the specification cited above for contractors to include in the Itemized/Allowance Pricing section of the bid form. Please adjust the bid form to include quantities for rock and unsuitable soil removal so that all contractors are including the same scopes of work in the "Itemized/Allowance Pricing" section of their bid forms.

A99. Unsuitable Soil Removal or Rock Removal will be addressed by Change Order as needed. No unit pricing will be provided.

Q100. Will contractors be required to acquire any permits for this project? If so, please define all required permits, their lead times, and any fees associated with each of them.

A100. All permits have been obtained for this project except applicable VDOT permits tied to the construction entrance off of Greenfield Court. It is the contractors responsibility to obtain all required VDOT permits tied to the construction entrance.

Q101. General Conditions section 11.1.2.4 includes a requirement for Builder's Risk Insurance. Will builder's risk insurance be required for this contract? It does not typically cover the scope of this project.

A101. Builders risk insurance will not be required for this type of work.

Q102. Technical Specifications section 6.6 states "If necessary, upon completion of any pipe installation and successful testing of the repairs/replacement of each pipe segment, notify Loudoun County. Loudoun County will make arrangements for a CCTV (closed circuit television) inspection of each sanitary and storm sewer segment, if necessary, to verify that construction conforms to contract requirements". Please confirm that no CCTV inspection is required for this project. If CCTV inspections are required, please define what structures/lengths of pipe will require CCTV inspection.

A102. CCTV inspection service is not anticipated to be needed for this project. If later it is determined that CCTV inspection is needed, it will be addressed with a change order.

Q103. Technical Specifications section 7.2 states "If specified in Supplemental/Special Conditions, General Contractor shall provide a field office and telephone service for his use and use of Loudoun County throughout the duration of the Construction Contract". Please confirm that a field office is not required for this project.

A103. A field office will not be required as part of this project.

Q104. Technical Specifications section 7.8 states that "The remainder of site should be fenced with 6' Orange safety fence, utilizing 8' tall posts spaced 8' apart as depicted on the Temporary Fencing Exhibit", but section 9.I.II.B states that safety fence "shall be international orange, high-density polyethylene diamond mesh with a mesh opening of 1.5 inch. The fence shall be 4 feet in height with a roll weight of 20 pounds per roll and roll size of 4 feet by 50 feet". Will 6' orange safety fence with 8' posts be required or will a standard 4' blaze orange safety fence installation be acceptable?

A104. 6' orange safety fence with 8' posts are required.

Q105. Technical Specifications 9.K part II.1.A.1 states "Design dewatering system, including comprehensive engineering analysis by a qualified professional

engineer". Will contractors be required to produce an engineered dewatering plan outside of what is shown in the plans?

A105. Contractors will be required to produce a dewatering plan that provides enough information to explain to County/Engineer means, methods, and equipment proposed to draw down and dewater pond.

Q106. Will finished side slopes/aquatic benches of the pond be required to be stabilized with coir matting? Technical specification Section 9.M Part II.1.B has specifications for coir 1000 and coir 700 matting, but the plans do not indicate coir matting requirements. If so, please define matting extents and delineate between coir 1000 and coir 700 placement areas.

A106. Finished side slopes and aquatic benches are required to be stabilized with coir matting. It will be acceptable to utilize coir 700 throughout project site.

Q107. The technical specifications for topsoil and aquatic bench soil indicate 75% to 82% compaction requirements for these soils. Will geotechnical testing be required for topsoil and aquatic soil placements?

A107. Geotechnical testing will be required for topsoil and aquatic soil placements.

Q108. A note on sheet 14 of the plans states that "TOPSOIL SHALL BE STOCKPILED IN SUCH A MANNER THAT NATURAL DRAINAGE IS NOT OBSTRUCTED AND NO OFF-SITE SEDIMENT DAMAGE SHALL RESULT". Is the design intent for all topsoil required for side slopes (excluding aquatic bench soil) to be stripped and respread from onsite?

A108. If onsite cut can meet compaction requirements for proposed fills, it can be utilized and respread on-site. It is assumed that most of the site earthwork cut will be unusable sediment, and as such, other material will be required.

Q109. Please clarify the temporary access road requirements. Construction road stabilization notes on sheet 15 of the plans indicate a requirement for 8"-10" of VDOT #1 stone, but there is also the inclusion of a deck matting detail on sheet 17 of the plans. Is the design intent for the access road intended to be 8"-10" of VDOT #1 stone, deck matting, or both?

A109. Contractor to provide bid based on most economical approach and can utilize any access material that will provide construction access to all parts of the pond (i.e. timber mats, aggregate, proprietary product, etc.)

Q110. Please confirm tree protection requirements. The detail on sheet 17 of the plans indicates a requirement for 4' welded wire fence, but states "AS A LAST RESORT,

A TREE TRUNK CAN BE ARMORED WITH BURLAP WRAPPING AND 2-INCH STUDS WIRED VERTICALLY NO MORE THAN 2 INCHES APART TO A HEIGHT OF 5 FEET ENCIRCLING THE TRUNK". Is tree protection required to be welded wire fence, planking, or both? If planking is required, please define the number of trees that will require planking in lieu of welded wire fence.

A110. Contractor to utilize welded wire fencing for tree protection.

Q111. Please clarify the plant material size requirement for the aquatic bench vegetation plants (Sheet 36 of the plans).

A111. Aquatic bench vegetation plants should at a minimum be quart sized.

Q112. Will the County please consider extending the bid due date for this project? This time of year, is always very busy for contractors/subcontractors/vendors and we would appreciate more time preparing proposals.

A112. Due to grant obligations, the County is unable to extend the due date.