



Loudoun County, Virginia

INVITATION FOR BID

CONSTRUCTION OF THE CRISIS RECEIVING AND STABILIZATION CENTER

ACCEPTANCE DATE: Prior to 4:00 p.m., August 5, 2024, 2024 "Atomic" Time

IFB NUMBER: RFQ 648810

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

Due to security restrictions, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid 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.

ALL HAND DELIVERED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 P.M. Bids will be opened and announced by the Procurement Division staff via audio/video teleconference at 4:15 p.m. (Atomic time) on the Acceptance Date. To participate in the audio portion of the opening, please dial the number provided in the Instruction to Bidders and follow the prompts as designated. You may also witness the announcement of received bids as they are opened using Microsoft Teams with the instructions included in the Instructions to Bidders

Please contact the Contracting Officer designated on the front cover of the solicitation with any questions regarding this process. Bidders are strongly encouraged to check the County's website routinely for updates.

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

ONLY THOSE FIRMS PREQUALIFIED THROUGH RFQ 639835 - PREQUALIFICATION FOR THE CRISIS RECEIVING AND STABILIZATION CENTER ARE ELIGIBLE TO SUBMIT BIDS FOR THIS PROJECT. BIDS FROM NON-PREQUALIFIED FIRMS WILL NOT BE CONSIDERED.

The List of Pre-qualified firms are:

- Branch Builds Inc
- Carlson Bros Inc
- Clark Construction Group LLC

- Consigli Construction Co Inc
- James G. Davis Construction Corporation
- Doyle Construction Company
- Dustin Construction Inc
- F.H. Pashen, S.N. Nielsen & Associates LLC
- GSC, Inc dba GCS-SIGAL
- Hammerhead Construction of Virginia Inc
- Hoar Construction
- L.F. Jennings Inc
- Paradigm Contractors LLC
- San Jose Construction Group Inc
- Warfel Construction Company

PLEASE NOTE:

- A. To obtain the plans and specifications for this Project, send an email to the IFB 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.

Upon request the plans and specifications will be provided on a CD. If you would like the CD sent by private carrier, or overnight (UPS/FedEx), please provide your account code in the email, otherwise the CD will be sent by US Mail.

Please note, the Plans & Specification and the Geotechnical information will be sent upon request. The Geotechnical Report Release form must be signed by an individual authorized to bind the firm into a contract and submitted to the Contracting Officer.

Please attach the Geotechnical Report Release Form to your email requesting transfer of the files using the Microsoft One Drive or the CD. Until further notice, you will not be able to pick-up a CD in person.

- B. Bid Forms. Bid forms may be downloaded from the County's web site: www.loudoun.gov/procurement.
- C. Pre-Bid Conference. A pre-bid conference will be held virtually using Microsoft Teams on July 10, 2024, at 1:00 p.m. for clarification of any questions on the plans and specifications. 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. To participate by computer, connect to the link provided and follow the prompts as designated:

[Join the meeting now](#)

Meeting ID: 211 805 137 831

Passcode: 6sTbV6

Dial in by phone

+1 757-600-4923

Phone conference ID: 332 150 629#

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-PP, CPPB, VCCO, FMP

Title: Contracting Officer

(703) 737-8316

E-mail address: Nebila.Kurtu@loudoun.gov

This document can be downloaded from our web site:

www.loudoun.gov/Procurement

Issue Date: June 28, 2024

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 .

**INVITATION FOR BID
CONSTRUCTION OF THE CRISIS RECEIVING
AND STABILIZATION CENTER**

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE	5
2.0 COMPETITION INTENDED	6
3.0 PREVAILING WAGE RATES	6
4.0 BIDDER MINIMUM QUALIFICATIONS	8
5.0 SPECIFICATIONS	8
6.0 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT	9
7.0 DISCREPANCIES	9
8.0 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT	9
9.0 PAYMENT OF TAXES	9
10.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE	9
11.0 ETHICS IN PUBLIC CONTRACTING	10
12.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED	10
13.0 DRUG-FREE WORKPLACE	10
14.0 FAITH-BASED ORGANIZATIONS	11
15.0 EXEMPTION FROM TAXES	11
16.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS	11
17.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS	12
18.0 CONSTRUCTION CONTRACT RETAINAGES	12
19.0 ESCROW ACCOUNT FOR RETAINED FUNDS	13
20.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA	13
21.0 USE OF FEDERAL FUNDS	13
22.0 INSTRUCTIONS TO BIDDERS	13
23.0 PRICING PAGE	22

Attachments below are incorporated 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:	GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
ATTACHMENT 4:	PREVAILING WAGE RATES
ATTACHMENT 5:	PLANS AND SPECIFICATIONS DATED APRIL 3, 2024

Authorized By: /s/ Nebila Kurtu Date: 6/28/2024
Contracting Officer

CONSTRUCTION OF THE CRISIS RECEIVING AND STABILIZATION CENTER

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 construct the Crisis Receiving and Stabilization Center (the "Project"). This Project includes development of approximately two (2) acres and construction of a 20,500 square foot single-story building located at 16480 Meadowview Court, Leesburg, Virginia 20175 (County Property Identification Number 191169866). The center includes the Crisis Stabilization Unit, 23-Hour Unit, Intake Rooms, Law Enforcement Intake Room, Nurse Stations, Medication Room, Lab, Seclusion Rooms, Quiet Rooms, Conference Rooms, and Administrative Workspaces. The project also includes site improvements, providing a new parking area, utilities, and stormwater management.

This project may be partially funded with federal and/or state funding from:

- Department of Housing and Urban Development (HUD) Community Project Funds; and/or
- Virginia Department of Behavioral Health and Developmental Services (DBHDS)

As a result, the awarded contract may be subject to further terms, conditions and reviews. The contract award and project start are contingent on both agencies' approval and the successful completion of an environmental review.

- 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 312000), 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 for

soil classification and responsibility for all unsuitable soils and/or rock encountered above subgrade.

- 1.4 The County will require the Contractor awarded this Project to use e-Builder Construction Program Management Software. The County will provide licenses for the Contractor's use and will provide training for the Contractor to ensure proficiency as recommended by e-Builder. The license and training will be provided to the Contractor at no cost and prior to the issuance of Notice to Proceed. Further training due to a lack of proficiency will be the responsibility of the Contractor.

The e-Builder Construction Program Management Software will be utilized for all Project management documentation and correspondence, including but not limited to: Requests for Information (RFI's), submittals, meeting minutes, pay applications, proposed change orders/change orders, close-out documentation, etc. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322.

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 to 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 4 to this IFB.

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.
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. 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.
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.
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.
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.
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 in 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.

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 Grimm and Parker Architecture, Inc. and dated April 03, 2024.

6.0 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

The General Conditions of the Construction Contract contained in Attachment 3 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 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, 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 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.

14.0 FAITH-BASED ORGANIZATIONS

The County does not discriminate against faith-based organizations.

15.0 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.

16.0 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 Best's Key Rating of Level A or better and in a financial size of Class 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 Best's Key Rating of Level A or better and in a financial size of Class 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.

17.0 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 a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

18.0 CONSTRUCTION CONTRACT RETAINAGES

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with no 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.

19.0 ESCROW ACCOUNT FOR RETAINED FUNDS

Section does not apply.

20.0 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 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.

21.0 USE OF FEDERAL FUNDS

This Agreement involves the expenditure or reimbursement of federal funds and must comply with the standards set forth in the Code of Federal Regulations, 2 CFR §§ 200.317 – 327, including Appendix II to Part 200, as amended. Said requirements are incorporated herein as if stated in their entirety. In addition, the required federal terms and conditions set forth in the document titled “Federally Funded Purchase Order and PCard Order Transactions – Additional Terms and Conditions” (found here: <https://www.loudoun.gov/DocumentCenter/View/160008/Additional-Termsfor-Purchase-Order-and-PCard-Purchases-using-Federal-Funds-PDF>) are incorporated as terms of this Agreement. In the event of a conflict between the Terms and Conditions found in this Agreement and the Federal Terms and Conditions, the Federal Terms and Conditions shall prevail.

The Contractor shall comply with requirements of the Build America, Buy America (BABA) Act as illustrated in [2 CFR Part 184](#) and the Buy American Preference for iron and steel. All iron and steel used in this project must have been produced in the United States. This means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. For additional information and the latest resources, please check the [Made in America Office website](#). For more guidance on definitions, please refer to the [2 CFR 184](#) or [2 CFR 200](#).

Compliance with Davis-Bacon Wage Rate is not required for this project.

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 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 and the title of the IFB as well as "Division of Procurement".
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local atomic time on the cover of this IFB. The time can be verified by visiting <https://time.gov> and selecting Eastern Time. 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 or using a private carrier 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. Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of 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.
- G. The County is implementing increased security measures at the Government Center and other County buildings. Please allow ample time for unexpected delays when entering the building to drop of your bids.
- H. Bids must 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:
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E.
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed bids will not be accepted.

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.

Due to security restrictions, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid 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.

NOTE: Bids delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that the requirement is removed from the package to avoid delays or rejection of the package.

ALL BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building location or after 4:00 P.M. Failure by a bidder to address and label their bids in accordance with the requirements of this section may result in bid being delivered to an incorrect location which will ultimately result in bid rejection for late submission.

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

- I. Each firm shall submit **one (1) original** of their bid and **one (1) *electronic copy (in a single PDF format) on a USB flash drive*** to the County's Division of Procurement as indicated on the cover sheet of this Invitation for Bid.

- 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 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: 243 606 879 768

Passcode: RU9WJG

Dial in by phone

+1 757-600-4923.

Phone conference ID: 248 960 40#

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. July 22, 2024**. 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.

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. Bidder shall complete the form, provide sufficient supporting documentation to allow the Virginia Department of Labor and Industry to render a decision and sign. Any requests for additional information from the Virginia Department of Labor and Industry shall be provided to the Contracting Officer with 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 is open to the public.**

22.6 Firm Pricing for County Acceptance

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

22.7 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

22.8 Authority to Bind Firm in Contract

Bids MUST give the full firm name and address of the bidder. Failure to manually sign bid may disqualify it. The person signing the 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 (2) 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 3 of this IFB.

22.11 Late Bids

LATE bids will be returned to the bidder UNOPENED.

21.12 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

A 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 web site (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 with 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 a 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 the 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 <http://www.scc.virginia.gov/default.aspx>.

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 the 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 to meet other Project requirements but may offer an advantage to Contractor or Owner.

The County will not consider substitutions for convenience during the bidding process. They will be considered after the contract has been awarded. Refer to Article 4.17 – Equal Products in the General conditions of the Construction Contract for procedures. 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

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

23.0 PRICING PAGE

CONSTRUCTION OF THE CRISIS RECEIVING AND STABILIZATION CENTER

The firm of _____ hereby offers to achieve substantial completion of the Construction of the Crisis Receiving & Stabilization Center in accordance with this Invitation for Bid within Three hundred sixty-five (365) calendar days after Notice to Proceed.

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

1. Crisis Receiving & Stabilization Center

Base bid \$ _____

Total of Unit Price Items +\$ _____
(Section 2 below)

Lump Sum =\$ _____

2. Unit Price Items

Bidders shall give unit price and extended price for each of the items listed below. The Unit Price Items, quantities, and extended prices **are to be included in the 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 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
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No.1 Unsatisfactory soil excavation below Subgrade and disposal off-site and replacement with satisfactory soil material from off-site.	1,000 CY	\$_____/CY	\$_____
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No.2 Unsatisfactory rock mass excavation below subgrade and disposal off-site and replacement with satisfactory soil material from off-site.	500 CY	\$_____/CY	\$_____
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3. Return the following with your bid. If a 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) (22.2):	_____
4. Geotechnical Report Release Form (Attachment 2):	_____
5. One (1) electronic copy on USB Flash drive	_____

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 (22.2):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
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)	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

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

Signature:_____Date:_____

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.



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/offeree 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/offeree 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/offeree 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/offeree is not required to be authorized to transact business in Virginia.

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

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 648810

Please take the time to mark the appropriate line and return with your bid.

☐ Associated Builders & Contractors	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
☐ Email notification from Loudoun County	☐ The Plan Room
☐ Dodge Reports	☐ Reed Construction Data
☐	☐ Tempos Del Mundo
☐ India This Week	☐ Valley Construction News
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID

☐ Other _____**SERVICE RESPONSE CARD**

RFQ 648810

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Tresha Taylor • Tresha.taylor@loudoun.gov • Procurement •
PO Box 7000 • Leesburg, VA 20177

ATTACHMENT 1(Proposed)**COUNTY-CONTRACTOR AGREEMENT**

THIS COUNTY-CONTRACTOR AGREEMENT ("Agreement" and/or "Contract") for Construction of the Crisis Receiving and Stabilization Center hereinafter referred to as the "Project," is effective on the date it is fully executed by and between the **COUNTY OF LOUDOUN, VIRGINIA, a political subdivision of the Commonwealth of 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 consideration, 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 No. 648810 dated June 28, 2024, 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 | The Contractor's bid dated _____. |

In the event that Attachment 4 contradicts or limits this Agreement or Attachments 1 through 3, this Agreement and Attachments 1 through 3 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 Grimm and Parker Architects, Inc., whose address is 1355 Beverly Road, Suite 105, McLean, Virginia 22101. 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 McDonough Bolyard Peck, Inc (MBP), whose address is Williams Plaza 1, 3040 Williams Drive, Suite 300, Fairfax, Virginia 22031. 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 of the Construction Contract 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 365 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 following Milestone dates:

ACTIVITY:

DATE:

Substantial Completion

No later than 365 calendar days

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

\$1,500 / 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 the 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, 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, Virginia 20177

If sent via (a) or (b):

County of Loudoun Virginia
Division of Procurement
**ATTN: Purchasing Agent
Procurement Bids and
Proposals Drop Box**
1 Harrison Street, S. E.
Leesburg, Virginia 20175

If sent via (c):

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

Notices shall be deemed 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.

Due to security restrictions, public access to County facilities is extremely limited. The mailing or delivery by an agent of notice 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.

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

ENTIRE CONTRACT AND SEVERABILITY

- 7.1 This Agreement, together with 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.
- 7.2 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 8

GOVERNING LAW/FORUM

- 8.1 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, Virginia, pursuant to Virginia Code Section 8.01-286.1.
- 8.2 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 9

COUNTERPARTS

- 9.1 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.

Article 10

INCENTIVE PAYMENT

- 10.1 The County desires to expedite construction of this Contract to minimize the inconvenience and operational impacts to the County of Loudoun, Virginia. To achieve this, "Incentive" provisions are established for the Contract Work Items described below.

The County will pay the Contractor an "Incentive" as follows:

Contract Work Item	Incentive Completion Date	Incentive Amount
Delivery of construction submittals for the below equipment, on or before the Incentive Completion Date: 1. Engine Generator (Spec 26 32 13) 2. Portable Generator Docking Station (Spec 26 32 13) 3. Automatic Transfer Switch – MDP (ATS-MDP) (Spec 26 32 13) 4. Automatic Transfer Switch – Life Safety (ATS-LS) (Spec 26 36 00) 5. Panelboards (Spec 26 24 16) 6. Transformers – Life Safety (TRANS-TLS) (Spec 26 22 00) 7. Transformers – Optional Standby (TRANS-TOS) (Spec 26 22 00) 8. Transformers – 208/120V Loads (TRANS-TRDP) (Spec 26 22 00) 9. Enclosed Switches and Circuit Breakers (Spec 26 28 16)	Notice to Proceed +15 calendar days	\$40,000
Contractor shall achieve Substantial Completion, as defined in the General Conditions, within 365 calendar days from Notice to Proceed.	Notice to Proceed +365 calendar days	\$400,000

- 10.2 The "Incentive" will be paid only if the "Contract Work Item" is completed as set forth above, and as determined by the Department of Transportation and Capital Infrastructure Construction (Department), on or before the "Incentive Completion Date" and subject to the conditions set forth below. For purposes of determining entitlement for the "Incentive" stated above, the "Incentive Completion Date" will not be adjusted for any reason, cause, or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency). Failure to achieve any portion of the Contract Work Items by their respective Incentive Dates shall result in the full forfeiture of the "Incentive Amount." The Department will not entertain partial Incentive Amounts for partial completion of Contract Work Items, or late delivery of Contract Work Items after their respective Incentive Completion Dates.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in building and site construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties entering into this Contract and shall not extend the "Incentive Completion Date" set forth above. Further, any and all costs or impacts whatsoever incurred by the

Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract by the "Incentive Completion Date," regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

- 10.3 In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor's operations and critical path per the most recently updated construction project schedule, the Contractor and the Department shall agree as to the number of calendar days to extend the "Incentive Completion Date." In the event the Contractor and Department are unable to agree to the number of calendar days to extend the "Incentive Completion Date," the Department shall unilaterally determine the number of calendar days to extend the "Incentive Completion Date" and the Contractor shall have no right whatsoever to contest such determination, unless the Contractor establishes that the number of calendar days determined by the Department was arbitrary or without any reasonable basis.

Article 11

USE OF FEDERAL FUNDS

- 11.1 This Agreement involves the expenditure or reimbursement of federal funds and must comply with the standards set forth in the Code of Federal Regulations, 2 CFR §§ 200.317 – 327, including Appendix II to Part 200, as amended. Said requirements are incorporated herein as if stated in their entirety. In addition, the required federal terms and conditions set forth in the document titled "Federally Funded Purchase Order and P-Card Order Transactions – Additional Terms and Conditions" (found here: <https://www.loudoun.gov/DocumentCenter/View/160008/Additional-Termsfor-Purchase-Order-and-PCard-Purchases-using-Federal-Funds-PDF>) are incorporated as terms of this Agreement. In the event of a conflict between the Terms and Conditions found in this Agreement and the Federal Terms and Conditions, the Federal Terms and Conditions shall prevail.

11.2 The Contractor shall comply with requirements of the Build America, Buy America (BABA) Act as illustrated in [2 CFR Part 184](#) and the Buy American Preference for iron and steel. All iron and steel used in this project must have been produced in the United States. This means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. For additional information and the latest resources, please check the [Made in America Office website](#). For more guidance on definitions, please refer to the [2 CFR 184](#) or [2 CFR 200](#).

11.3 Compliance with Davis-Bacon Wage Rate is not required for this project.

WITNESS the following signatures:

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement

1 Harrison Street, S.E.

Leesburg, VA 20175

Phone: (703) 737-8316

Fax: (703) 771-5097

CONTRACTOR

Phone:

Fax:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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. It 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 August 31, 2023, prepared or compiled by Terracon and related to RFQ 648810, Construction of the Crisis Receiving and Stabilization Center (Project) 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

July 12, 2024

NOTICE TO BIDDERS

ADDENDUM NO. 1

RFQ 648810

The following changes and/or additions shall be made to the original Invitation for Bid No. RFQ 648810: Construction of the Crisis Receiving and Stabilization Center. Please acknowledge receipt of this addendum by signing and returning with your bid.

1. The purpose of this Addendum is to respond to questions received

Prepared By: s/Nebila Kurtu, CPPB, VCCO, FMP Date: 7/12/2024
Contracting Officer

Acknowledged By: _____ Date: _____

QUESTIONS AND ANSWERS

1. What is an approximate construction start date as this will determine if we are bidding on the project.
Ans: Contract award will be approximately 120 calendar days from receipt of bids. Construction may begin upon issuance of Notice to Proceed.
2. Provide clarification regarding what is expected for the temporary utilities' requirement from spec section 27 00 00-3?
L. Temporary utilities: Arrange for and pay for temporary COMM services. Coordinate with DTCL and DIT.
Ans: Paragraph 27 00 00 - 3 L. is no longer needed. There is no need for temporary communication services.
3. Please see the below Request for Information 1 and 2 for your review. RFI number 1 is regarding LEED.
 - LEED is referenced once in Spec 01 32 17, and twice in the Geotech Report. However, it is not referenced anywhere else in the bid documents and there is no scorecard included. Confirm LEED is not a requirement. If it is, please provide a scorecard/ checklist.
Ans: LEED is not required for the project and should not be followed.
 - Please confirm if detail E10/A407 should have a fiberglass reinforced plastic angle or if the support is to be Galv. Steel Bent Plate by the CFMF contractor similar to E14/A407.
Ans: Bent Plate must be provided.

End of Questions

July 30, 2024

NOTICE TO BIDDERS

ADDENDUM NO. 2

RFQ 648810

The following changes and/or additions shall be made to the original Invitation for Bid No. RFQ 648810: Construction of the Crisis Receiving and Stabilization Center. Please acknowledge receipt of this addendum by signing and returning with your bid.

The purpose of this Addendum is to respond to questions received and modify the contract documents.

1. The acceptance date for this Bid is delayed from August 5, 2024, to prior to 4:00 p.m. August 12, 2024, local "Atomic" time.
2. The deadline for questions has not been extended and remains on July 22, 2024.
3. The following attachments are included in the OneDrive folder labeled Addendum No. 2.

Attachment 1: Bid Addenda Narrative

Attachment 2: Section 01 21 00 Allowances

Attachment 3: Section 01 91 15 Commissioning of Building Enclosure

Attachment 4: Section 06 61 16 Solid Surfacing Fabrications

Attachment 5: Section 06 68 00 Fiberglass Reinforced Plastic Fabrications

Attachment 6: Section 07 27 26- Fluid Applied Membrane Air Barriers

Attachment 7: Section 07 45 00 Fiber Cement Rainscreen Cladding System

Attachment 8: Section 07 54 19 Polyvinyl Chloride Roofing

Attachment 9: Section 07 71 00 Roof Specialties

Attachment 10: Section 07 91 00 Preformed Joint Seals

Attachment 11: Section 07 92 00 Joint Sealants

Attachment 12: Section 08 11 13 Hollow Metal Doors and Frames

Attachment 13: Section 08 14 23 Impact Resistant Interiors Doors

Attachment 14: Section 08 41 13 Aluminum Framed Enterances and Storefronts

Attachment 15: Section 08 44 13 Glazed Aluminum Curtain Walls

Attachment 16: Section 08 51 15 Behavioral Care Curtainwall Infill Aluminum

Attachment 17: Section 08 80 00 Glazing

Attachment 18: Section 08 83 00 Mirrors
Attachment 19: Section 08 91 19 Fixed Louvers
Attachment 20: Section 09 29 00 Gypsum Board
Attachment 21: Section 10 14 00 Signage
Attachment 22: Section 26 32 13 Engine Generators
Attachment 23: Section 26 36 00 Transfer Switches
Attachment 24: Section A001 Code Study First Floor
Attachment 25: Section A102 Partial First Floor Plan Area B
Attachment 26: Section A104 Roof Plan
Attachment 27: Section A301 Exterior Wall Types
Attachment 28: Section A302 Wall Types and Wall Termination
Attachment 29: Section A304 Finish Schedule
Attachment 30: Section A406 Typical Details
Attachment 31: Section A408 Wall Section Details
Attachment 32: Section A422 Ext Stud FCP Head
Attachment 33: Section A502 Typical Toilet Room Elevations
Attachment 34: Section A504 Enlarged Interior Plan Details
Attachment 35: Section A601 Interior Elevations
Attachment 36: Section A602 Interior Elevations
Attachment 37: Section A603 Interior Elevations
Attachment 38: Section A700 First Floor Overall Reflected Ceiling Plan
Attachment 39: Section A702 Partial Reflected Ceiling Plan
Attachment 40: Section A800 First Floor Overall Finish
Attachment 41: Section A801 Partial Furnishing Plan -Area A
Attachment 42: Section A802 Partial Furnishing Plan- Area B
Attachment 43: Section A803 Partial Furnishing Plan- Area C
Attachment 44: Section A804 Millwork and interior Details
Attachment 45: Section C-EX 100 Existing Conditions & Demolition Plan
Attachment 46: Section S101 Foundation Plan
Attachment 47: Section E002 Electrical Lighting Detail
Attachment 48: Section E201C Electrical Power- Partial First Floor Plan
Attachment 49: Section E202 Electrical Roof Plan
Attachment 50: Section ES102 Electrical Power- Site Plan
Attachment 51: Section 07 81 00 Applied Fire Protection
Attachment 52: Section 03 35 46 23 Concrete Floor Enhancement

Prepared By: s/Nebila Kurtu, CPPB, VCCO, FMP Date: 7/30/2024
Contracting Officer

Acknowledged By: _____ Date: _____

QUESTIONS AND ANSWERS

1. Section 09 29 00: Clarify location of GYP-2 perforated acoustic gypboard per 2.5.A. This finish is not shown on the drawings.
Ans: Not Used. Delete article 2.5 in section 09 29 00.
2. Section 09 29 00: Clarify location of acoustically enhanced gypboard per 2.5.B.
Ans: Not Used. Delete article 2.5 in section 09 29 00.
3. Spec 09 29 00 calls for glass-mat tile backer; spec 09 30 13 call for cementitious. Which is correct?
Ans: Delete article 2.6 in section 09 29 00.
4. Numbered remarks 1 and 6 are not indicated on the finish schedule. Provide locations or confirm not used.
Ans: Add Remark Note 1 to 180, 180A, 180B, 180C, 180D, 180E, 190J, Revise note to read PAINTED EXPOSED CONSTRUCTION ... (delete "will each be painted separate colors"). Delete Note 6.
5. Flooring finish REF is indicated at utility 130J. This finish is not shown on the finish material legend. Confirm this should be RES.
Ans: Room 103J to receive "RSF".
6. Assuming wall type K1 is to be used at the waiting room 100B interior wall with SSV-1, confirm standard studs can carry the weight of the stone veneer.
Ans: Confirmed but wall type is 6" studs. Thickened Slab required at wall base. See Addendum 2 for revised extents of simulated stone veneer.
7. Confirm the nurse station column is the only area receiving GFRG.
Ans: Confirmed. Column is GFRG and shall be painted.
8. A101 indicates a GFRG column cover at the nurse station; however, A602 shows SSP-1; and A804 shows SS-1. Confirm GFRG is the correct finish.
Ans: Confirmed. Column is GFRG and shall be painted. See Addendum 2 for corrected finishes on A602 and A804.
9. Confirm all SSP designations at toilets are referring to SSP-1.
Ans: Confirmed. Where SSP are identified on the toilet drawings shall be SSP-1.
10. Confirm all SSP designations at passage are referring to SSP-3.
Ans: Confirmed.
11. Provide locations for SSP-2.
Ans: SSP-2 is not used.

12. Clarify if CONC2 is the correct floor type for mechanical room 190J. Should it be CONC1?
Ans: Confirmed. Room 190J receives "Conc2."
13. Clarify if CONC2 is the correct floor type for passage 180. The other passage areas are floor type RSF with TRB base.
Ans: Confirmed. Room 180 receives "Conc2."
14. Detail C11/A603 and the floor plan on A803 shows 16 2-tier lockers. However, the note and count on A803 indicate 17. Which is correct?
Ans: 16, 2-tier lockers. Note to be corrected.
15. Equipment E11 printer/copier is shown next to E9 at the living/dining room 170Q. Please confirm E11 is in error.
Ans: E11 is incorrect. This is TV and TV Bracket.
16. Equipment E4 washing machine is shown in laundry room 170S pointing to two locations. However, E3 drying machine is not shown. Confirm one of the E4 locations should be E3.
Ans: Sheet A803 correctly shows (2) Washing Machines and (2) Drying Machines.
17. Provide spec for E1 medical refrigerator.
Ans: Refer to addendum. Medical Refrigerator is Not in Contract.
18. Provide spec for E2 standard refrigerator.
Ans: Refer to addendum. Medical Refrigerator is Not in Contract.
19. Confirm "D" metal shelving is not included as it is not called out on the furnishing plans
Ans: Type "D" is found in Storage 190.
20. Please confirm the bid form for the project is the Pricing Page provided on page 22 of the RFQ.
Ans: Yes.
21. Finish schedule list #170S Laundry Room as receiving wall tile on all walls, whereas the only elevation drawing on A603 shows no wall tile on east wall. Please clarify.
Ans: Add remark note on finish schedule to provide tile wainscott to 5'-0" AFF. Tile now shown on the elevation on A603.
22. Patient Storage #130G & #140B lists RSF floor and TRB base on finish schedule, whereas the hatching on the floor plan shows the floor being concrete w/hardener. Please clarify.
Ans: 130G is RSF/TRB and 140B is CONC1. See updated plan and schedule.

Kohler 300 KW diesel generator will be a John Deere series engine. Please clarify the basis of design.

Ans: Spec: 26 32 13 - Engine Generators

Revise - The 300kW John Deere series engine is an acceptable equal. BOD reference to Kohler replaced with John Deere.

29. Section 2.3 H. specifies an AGM style engine starting batteries which are typical for KD series large diesel only. Please confirm Kohler standard maintenance free lead acid batteries are acceptable for this 300 KW unit.

Ans: Acceptable.

30. Section 2.8 A. specifies an aluminum enclosure which is standard for KD series large diesel. Is an aluminum enclosure necessary for this 300 KW or can a steel generator enclosure be supplied

Ans: Yes, Steel Generator enclosure is acceptable in lieu of aluminum.

31. Section 2.8 specifies multiple generator enclosure accessories that are only available on the Kohler KD series larger diesel units but are not available on this 300 KW generator enclosure. Please confirm for this 300 KW unit we can EXCLUDE all accessories such as external e-stop, 200A load center, convenience outlets, AC lighting, DC lighting, motorized inlet and automatic discharge as these are not available?

Ans: Refer to the current version of the 26 32 13 - Engine Generators updated to reflect all accessories associated with the 300kW series generator.

32. Per section 2.8T, please confirm generator catwalk is not required for this 300 KW generator? They are not shown on the generator site plan anywhere.

Ans: Confirmed, the generator catwalk is not required for the 300kW generator.

33. In reference to spec section 2.02 A, if the performance requirements for the ATS can be met with an ASCO 300 Series in lieu of ASCO 7000 Series, is this acceptable to provide ILO the ASCO 7000 series ATS?

Ans: Removed ASCo series 7000 references and updated with ASCo series 300 and related accessories throughout the specs.

34. According to the specified ATS manufacturer, section 263600-2.02 contains several ATS accessory codes that are no longer available or applicable. Please advise which of these accessory codes are truly required for these ATS to meet code/performance requirements.

Ans: Refer to the current version of the 26 36 00 - Transfer Switches updated to reflect all accessories associated with the ASCo 300 series transfer switch.

35. Will Termite Control be required on this project?

Ans: Please refer to specification section 01 78 00 Project Closeout & Closeout Submittals, 14. A.7 which requires Contractor shall submit pest-control final inspection report and warranty.”

36. Please confirm the cost for the commissioning agent will be covered by the Owner.

Ans: Yes, the Commissioning Agent is contracted by Loudoun County.

37. Please provide a fireproofing specification.

Ans: Section to be added.

38. The finish schedule identifies the finish in mechanical room 190J and Passage 180 to be CONC2 however the A800 finish plan shows it as CONC1. Please clarify.

Ans: See responses to Questions 12 and 13.

39. Please provide a specification and product for the sheet membrane waterproofing.

Ans: There is no sheet membrane waterproofing on the project. Details have been updated on the contract drawings.

40. The notes on A101 call out for the typical CMU partition to be type A1 however the notes on A302 states for the typical CMU partition to be type A3. Please clarify what partition type the typical CMU partition should be.

Ans: Typical Note on A101 indicates that “CMU chase walls” are A1 and Typical Note on A302 indicates that “CMU Partition” are A3. Plans are tagged per correct wall type.

41. Please confirm items E11-E25 on the Specialty Equipment Schedule on A801 will all be OFCI.

Ans: Confirmed. E11-E25 are OFCI

42. Please provide manufacturer information for all items in the Specialty Equipment Schedule on A801.

Ans: Manufacturers can be found in the toilet accessories list or specialty equipment specification. The Remaining Specialty Equipment Items are Not In Contract.

43. Please confirm all TVs will be OFOI (Owner Furnished, Owner Installed).

Ans: Confirmed.

44. There is overlapping text on detail E12 on sheet A422. Please revise this detail so all text can be read.

Ans: Text to be revised. Overlapping text is pointing to the fiber cement panel and the 1” galv. Z furring (attached to clip).

45. Please confirm the intent is to use fiberglass reinforced plastic angles as shown throughout the A400 wall section details.

Ans: Confirmed. Fiberglass reinforced plastic angles are to prevent thermal bridging.

46. Please identify the material of the below slab pipe shown in detail A18 on A406.

Ans: Perforated HDPE drainage pipe. The extents have been clarified on Sheet S101.

47. There is overlapping text on detail F3 on sheet A406. Please revise this detail so all text can be read.

Ans: Text to be revised.

48. Detail A17 on A405 shows a concrete slab below grade that does not appear to be connected to the building. Please confirm this is a mistake and remove from the detail.

Ans: "Slab" is spread footing. Refer to Structural Drawings.

49. Please provide specification information for the concrete with hardener identified as a finish material.

Ans: Specification to be added.

50. Please confirm that Detail E6 on A302 is relevant to this project and identify where this detail occurs.

Ans: Detail is relevant. Contractor to follow this detail at applicable conditions where roof joists intersect stud partitions that extend to the roof deck.

51. Typical wall note 20 on A302 calls for continuous sealant at the base of all gypsum walls. Please confirm this is a requirement for this project.

Ans: Confirmed.

52. There are 5 wall details on A301 without a detail tag. Please clarify where these wall types occur.

Ans: General note added to Sheet A301 to locate exterior wall types.

53. Note 36 on CS-100 indicates that a separate double wall fuel tank be provided with the generator. However, no fuel tank is shown on the electrical plans. Please advise if a fuel tank is required.

Ans: Refer to the current version of the 26 32 13 - Engine Generators updated to reflect generator tank and enclosure requirements associated with the 300kW series generator.

54. Please confirm all of the General Health Department Notations have been incorporated into the design.

Ans: Kitchen Drawings have been reviewed and Approved by the Health Department.

55. Please confirm all new asphalt paving should be included per the section on C-LP-101 and any changes based on tests, as noted in the Paving Notes section, would be addressed via change order.
Ans: New asphalt pavement should be constructed based on the details on C-LP-101. Accordingly, Contractor responsible for developing subgrades that meet the minimum CBR requirements as noted in the Geotech report and asphalt pavement specification 32 12 16. In the event that pavement section need to be modified to accommodate deficient in situ CBR values, this work will not be considered change order work and no additional compensation will be provided.
56. Please provide a specification section for striping and signage.
Ans: All signage and striping to conform to VDOT Road and Bridge Specifications, current edition.
57. Please identify if the open site areas are to be covered with seed, sod, topsoil only, etc..
Ans: Refer to permanent stabilization section on sheet C-ES-301 stating where sod and seeding should be applied.
58. Please confirm there is not an irrigation requirement for this project.
Ans: Correct.
59. Please indicate on the civil drawings where the site sign referenced on A301 is located.
Ans: Sign is shown on sheet C-LP-100 and called out as site monument sign.
60. Is there temporary power available nearby that can be tapped between bid date and construction start? And if so, is that the GC's responsibility for associated cost?
Ans: General Contractor responsible for coordinating temporary electric service with the power company and associated costs.
61. Please advise if it is the contractor's responsibility to attain the building permit or if it will be handled by the Owner/Architect. If by Contractor, please confirm there will be NO costs associated with attaining said permit (fees, bonds, deposits, etc.). Furthermore, please confirm that any delays associated with the building permit are not the responsibility of the Contractor as the building plans are not our design.
Ans: Refer to Division 1 specification.
62. Given the geotechnical report includes only limited survey locations, please advise if blasting (and in turn a blasting permit) will be required.
Ans: Per specification 31 20 00, explosives are not permitted.

63. Typically, the owner applies for and then Contractor executes the necessary steps associated with the occupancy permit. Per spec, all of this is with the Contractor. Please advise if this is correct.
Ans: The specifications are correct, all steps necessary to obtain the Occupancy Permit are the responsibility of the Contractor.
64. Typically, all VDOT and Right of Way permits are submitted by the owner and its Civil Engineer. Bonding costs are typically carried by the Owner as well. Please advise if this is truly to be Contractor responsibility. If Contractor, please confirm VDOT permitting delays are not the responsibility of the Contractor as the site plan is not our design.
Ans: No VDOT permit is required.
65. Per spec, a separate office facility for the county is to be required to include power, furniture, printer, data, A/C, etc. Please confirm this is required and that it is to be a full-time operating separate office facility.
Ans: Loudoun County and their 3rd party construction support services personnel require a separate office facility with furnishings, as dictated in the specifications.
66. Page 6 of the Geotech Report notes that the project is pursuing LEED Silver. Is this correct and if so, please provide a specification on LEED Requirements for Construction.
Ans: This project is not pursuing LEED Certification.
67. Page 6 of the Geotech Report notes that a retaining wall is planned for this project, however one was not identified on the plans. Please confirm there is not a retaining wall on this project.
Ans: The building foundation walls along grids A and 5 at section 13/S201 are retaining walls.
68. Page 8 of the Geotech Report states that the current ground cover is vegetated, and asphalt paved, however the civil demolition plan does not indicate any hardscapes for removal. Please confirm there are no hardscapes requiring demolition on this project.
Ans: Refer to revised sheet C-EX-100, included with this addendum, depicting existing features that are to be demolished under this contract. Contractors are urged to visit the site to understand the conditions that currently exist on the site. All vegetation and materials existing within the limits of disturbance are to be demolished in accordance with the requirements of the contract documents.
69. Please confirm that this site is the be bid as unclassified.
Ans: Yes, as described in the contract documents.

70. Please confirm tall design requirements stated in the Geotech Report have been incorporated into the drawings.
Ans: Assuming the question is referring to “wall design requirements”, yes, all building foundation walls are designed for the lateral earth pressures listed in the Geotech Report.
71. Note J on M001 notes for the inside of all duct to be painted flat black. Please confirm this notes should read the outside should be painted flat black.
Ans: Drawing: M001 - MECHANICAL GENERAL NOTES - The Note states the following – “THE INSIDE OF ALL UNLINED DUCTWORK VISIBLE THROUGH A GRILLE OR DIFFUSER SHALL BE PAINTED FLAT BLACK.”
72. The bid documents reference the manufacturer shall be a Notifier NFS-320 panel but list several approved alternates. Please advise if a Potter fire alarm system (or more generally, other manufacturers other than those approved alternates) is acceptable as long as it meets all performance specifications.
Ans: GC to provide Honeywell products such as Silent Knight, Notifier etc.
73. Utility note 28 states that no dump sites, wells, fuel tanks, hazardous materials, etc. are known or identified within the project area. Please confirm that if any are found, this work will be completed as a change order to the project.
Ans: With the exception of hazardous materials that may be encountered within the excavated areas, the contract is being bid ‘unclassified’ to design subgrade, and as such, no additional compensation or contract time will be provided for managing the nature of materials and/or obstructions encountered on the project.
74. Please confirm there are no existing wells or septic fields on this project site.
Ans: According to County records, there are no known wells or septic fields.
75. Please confirm the existing building on site and all associated hardscapes, as references on C-ES-301 will be removed prior to this contract as none of this demolition is identified on the existing conditions plan.
Ans: Refer to revised sheet C-EX-100, included with this addendum, depicting existing features that are to be demolished under this contract. Contractor is urged to visit the site to understand the conditions that currently exist on the site. All vegetation and improvements existing within the limits of disturbance are to be demolished in accordance with the requirements of the contract documents. Existing utilities and associated appurtenances are to remain, and are to be protected from damage, except where specifically required to be demolished in the Contract Drawings.
76. Regarding Division 28, Access Control, the HID Readers spec’d, HID RP40 Multiclass (920LTNNEK00017) are End Of Life (EOL) for HID.
a. HID recommends the following replacements, will these be acceptable.

- i. 920LTNNEK00017 - 20NKS-00-00004C
- ii. 921LTNNEK0001V - 40KNKS-00-001UX4

Ans: Acceptable.

77. Per 28 10 00 1.4D The Proprietary mfr for Intrusion detection is GE Interlogix, Concord 4 Commercial (600-1040)
- a. This system is obsolete and no longer available. You mention a Honeywell Vista 20PUL Alarm panel in 28 16 00. Is this the system that is preferred?
 - b. Also, are you looking for an Integration with the Intrusion and Access systems?

Ans: a) YES. b) YES.

78. Reference Section 012100-3.3 Schedule of Allowances and advise if these are to be in addition to the Unit Price Extended Prices listed on 23.0 Pricing Page of the RFQ.

Ans: See revised specification 01 21 00 to match quantities listed on pricing page.

79. Section 075419-2.1D calls for PVC membrane to be Energy Star labeled. The Energy Star Program for roof products officially ended on June 1, 2022. Please confirm this requirement is not applicable.

Ans: Energy Star label is not required, membrane to be white.

80. Sections 084113-1.6A, 084413-1.6 & 088000-1.7B indicate storefront and curtainwall installers must be an entity who is certified under the NACC. This requirement drastically reduces the number of companies who can participate in this bid. Please confirm this certification is not required and other glazing companies can be considered.

Ans: Confirmed.

81. Section 093013-1.7 indicates tile installer shall be a five-star member of the National Tile Contractors Association. This requirement drastically reduces the number of tile companies who can participate in this bid. Please confirm this certification is not required and other tile companies can be considered.

Ans: Confirmed.

82. Section 011000-1.2 indicates that the existing structure will be demolished prior to the commencement of construction. Section 023000 provides a recommended demolition guideline. Please confirm that the party responsible for this demolition will be following the guidelines set forth by the Geotechnical Engineering Report. If the demolition plan varies from these recommendation please indicate scope for remaining demolition. Please also indicate if the basement will be demolished prior to the commencement of construction and if the hole left by the demolition will be fill prior to the commencement of construction or if that fill will be required in this contract.

Ans: The existing building has been demolished. Any Fill should be considered push/fill.

83. Section 085115-2.5 states window finish shall match Architect's sample. Please confirm we may assume a manufacturer's standard color for pricing purposes. If not, please provide desired finish for these windows.

Ans: Windows on the project are as selected from manufacturer full range.

84. Section 088000-1.10C calls for a warranty for heat-soaked tempered glass, however none of the glass types under Section 088000-2.4 appear to require heat-soaking. Please confirm heat-soaking is not required.

Ans: Heat-soaked glass warranty not required.

85. Section 088300-1.5 calls for mirror installers to be certified under the National Glass Association's Certified Glass Installer Program. This program ended on June 6, 2022. Please confirm this requirement is not applicable.

Ans: The requirement will be deleted.

86. Section 089119-2.8.B.2 states louver finish shall match Architect's sample. Please confirm we may assume a manufacturer's standard color for pricing purposes. If not, please provide desired finish for louvers.

Ans: Louvers on the project are as selected from manufacturer full range.

87. Downspout type D.S.2 could not be located on the roof plan. Please advise if it is used and if so, where.

Ans: D.S.2. Not Used. Notation deleted.

88. Detail J13 on A301 shows providing continuous air barrier on the site sign. Please confirm air barrier is not required in this location.

Ans: Not Required. Notation deleted.

89. Details D12 & D18 on A303 show spray fire proofing. No specification for fireproofing was provided and Code Review on A001 states the structural frame shall have a 0-hour fire rating. Please advise if spray fireproofing is required and if so, indicate locations and provide specifications.

Ans: Refer to answer above.

90. Numbered Remark 9 on A304 is indicated on the Finish Schedule in multiple locations where SSP is not present. Please confirm Remark 9 is not applicable to rooms without SSP finish.

Ans: See updated Finish Schedule.

91. Window Schedule indicates W5 shall have G-7 glazing, which is defined as a single 1/2" polycarbonate on A306. Section 088816-2.5 indicates W5 windows shall have 1/2" polycarbonate inboard & outboard lites with integral louvers. Please advise which document governs.

Ans: W5 windows shall have 1/2" polycarbonate inboard & outboard lites with integral louvers

92. Please advise backup wall assembly to be provided on mockup shown in Details A18, D18, F18 & J18 on A301.

Ans: Typical Exterior Wall Stud assembly notes are now provided.

93. Please provide signage schedule.

Ans: Signage to be provided as indicated on Sheet A501 and Specification 10 14 00. See updated specification.

94. Section 072726-3.3E calls for preformed silicone extrusions at window & door openings. Details on A422, A423 & A424 show air barrier transition membrane, not extrusions. Please confirm preformed silicone extrusions are not required at all window & door openings and air barrier transition membrane is acceptable.

Ans: Silicone extrusions will not be required, install air barrier as detailed.

95. Section 084413-2.6E calls for engineered transition assemblies at the curtain wall. This does not appear to be shown in the curtainwall details on A423. Please confirm A423 governs and engineered transition assemblies are not required.

Ans: Silicone extrusions will not be required, install air barrier as detailed.

96. Section 074500-2.1.A.4 indicates FCP4 is both Nichiha Illuminations and Nichiha Industrial block. Please clarify required product for FCP4.

Ans: FCP-4 is Nichiha Industrial block. See updated specification.

97. Section 075419-3.9C requires both infrared thermography testing & low-voltage electrical conductance testing of the PVC roof. Section 019115-3.4.D.5.b only indicates infrared thermography testing of the roof is required. Please advise if low-voltage electrical conductance testing of the roof shall be part of Building Enclosure Commissioning.

Ans: Specification 07 54 19 has been updated to eliminate low-voltage electrical conductance testing.

98. Section 077100-2.3.A.2 indicates up to three custom colors will be required for roof copings. Coping colors are not indicated on the plans. Please advise the extents of each custom color so quantities may be determined. Note many manufacturers require a minimum quantity order to provide a custom color.

Ans: All three colors of copings on the project are as selected from manufacturer full range.

99. Section 077100-2.4.A.2 indicates up to three custom colors will be required for roof edge fascia. Fascia colors are not indicated on the plans. Please advise extents of each custom color so quantities may be determined. Note many manufacturers require a minimum quantity order to provide a custom color.

Ans: All three colors of fascia on the project are as selected from manufacturer full range.

100. Detail E7/A424 states to provide louver blank-off panels where open mechanical louvers are not required and instructs to see mechanical drawings for free area requirements. Louver free area requirements could not be found on the mechanical drawings. Please advise if any blank-off panels are required at the three louvers shown on M103.
Ans: Blank off panels are not required. All louvers shall be provided with motor operated dampers.
101. There is an unmarked L-shaped object in Detail E13/A424. Please confirm this is pre-finished .050 aluminum trim similar to E6/A422.
Ans: Correct.
102. Section 079100-2.3.A.3 states precured extruded silicone joint seals shall match Architect's sample. Please confirm we may assume a manufacturer's standard color for pricing purposes. If not, please provide the desired finish for these seals.
Ans: The color shall be selected from manufacturer full range.
103. Detail E5/A408 shows an exterior metal expansion joint cover. The only specification for metal expansion joint covers provided is Specification 079513.13, which lists an Inpro 801 Wall expansion joint cover. This product does not match the cover shown in E5/A408. Please provide the basis of design for the expansion joint cover in this detail.
Ans: Product is now a 0.040 Aluminum Field Formed Expansion Joint Cover. Materials are clarified in Detail E5/A408.
104. Please advise if the interior wall expansion joint cover described in Section 079513.13-2.3 is used and if so, where. It could not be located on the plans.
Ans: Not Used.
105. Section 079200-2.2.G states exposed joint sealants shall be a custom color. Please confirm we may assume a manufacturer's standard colors for pricing purposes. If not, please provide desired colors and locations for custom-colored sealants. Note many manufacturers require a minimum quantity order to provide a custom color.
Ans: The color shall be selected from manufacturer full range.
106. Section 081113-2.2.B.3 lists STC requirements for doors for certain room types. These rooms are not present on this project. The door schedule on A305 does not list any STC requirements. Please confirm there are no STC requirements for hollow metal doors and frames on this project.
Ans: STC ratings are not required at the doors on project. Specification to be revised.

107. Section 081423-2.2.B.1 indicates impact resistant doors shall have both standard Suede finish (Acrovyn solid (color) and Acrovyn Woodgrains finish. Please clarify the required finish for impact resistant doors.
Ans: Provide Woodgrain Finish.
108. Section 084113-1.7 states to build storefront mockup of typical wall area as shown on the drawings. Mockup on A301 does not appear to include any storefront. Please confirm a storefront mockup is not required.
Ans: Not Required.
109. Door Schedule A305 calls for Hardware Set BH816W at Door 130F. This hardware set is not included in Specification 087100. Please provide missing hardware set or advise correct hardware set for Door 130F.
Ans: Provide Hardware Set 411.
110. Hardware Set 139X as defined in Specification 087100 includes a fire-rated exit device. Per Door Schedule A305, this hardware set is used at Door XE10 which is not fire-rated. Please confirm this is the design intent or provide correct exit device catalog number for this door.
Ans: This is the Design Intent.
111. Hardware Set 884X as defined in Specification 087100 calls for six continuous hinges. Please advise if this should be two continuous hinges or six standard hinges.
Ans: Provide (2) continuous hinges
112. Hardware Set 884X as defined in Specification 087100 has only one active leaf but two sets of wire harnesses. Please confirm only one wire harness is required in the active leaf.
Ans: Price as specified.
113. Hardware Set 872 as defined in Specification 087100 has only one active leaf but two sets of wire harnesses. Please confirm only one wire harness is required in the active leaf.
Ans: Price as specified.
114. Hardware Set 884X as defined in Specification 087100 has only one active leaf but no door coordinator is specified. Please provide a coordinator for this hardware set.
Ans: Price as specified.
115. Hardware Set 872 as defined in Specification 087100 has only one active leaf but no door coordinator is specified. Please provide a coordinator for this hardware set.
Ans: Price as specified.

116. Section 084113-2.10 states storefront finish shall match Architect's sample. Please confirm we may assume a manufacturer's standard color for pricing purposes. If not, please provide the desired color for these storefronts.
Ans: See response to above question.
117. Section 084413-1.7 states to build curtainwall mockup of typical wall area as shown on the drawings. Mockup on A301 does not appear to include any curtainwall. Please confirm a curtainwall mockup is not required.
Ans: Not Required.
118. Section 084413-2.8 states curtainwall finish shall match Architect's sample. Please confirm we may assume a manufacturer's standard color for pricing purposes. If not, please provide the desired color for the curtain wall.
Ans: Manufacturer's full range of Standard Colors
119. The air and water performance criteria table in Section 019115-3.5C lists ASTM C1153 in both the roofing and "whole building" categories. FPT procedures per Section 019115-3.4D only list ASTM C1153 testing for the roof. Please clarify testing requirement.
Ans: The air and water performance criteria table in Section 01 91 15-3.5c is to be followed.
120. The air and water performance criteria table in Section 019115-3.5C lists AAMA 501.1 in both the air barrier and curtainwall/storefront glazing categories. FPT procedures per Section 019115-3.4D only list AAMA 501.1 testing for the fenestration. Please clarify testing requirement.
Ans: The air and water performance criteria table in Section 01 91 15-3.5c is to be followed.
121. Please advise if the mirrors shown in detail A5/A502 is Item #5 on Toilet Accessory Schedule on A501. If not, please advise the basis of design for this mirror.
Ans: The Mirror is now sized and tagged on sheet A502.
122. Please advise if the mirrors shown in detail F3/A502 & H3/A502 are Item #R5 on Toilet Accessory Schedule on A501. If not, please advise the basis of design for these mirrors.
Ans: Yes. See Typical Fixture / Accessory Configurations on A501. Mirrors in patient rooms shall be ligature resistant. Reference R5.
123. Finish Schedule A304 indicates Passage 180 shall have CONC2 floor finish. Floor Finish Plan A800 shows CONC1 finish in this location. Please advise which drawing governs.
Ans: Refer to answers above.

124. Finish Schedule A304 indicates Mechanical Room 190J shall have CONC2 floor finish. Floor Finish Plan A800 shows CONC1 finish in this location. Please advise which drawing governs.

Ans: Refer to answers above.

125. Detail A18/A406 shows blindside sheet waterproofing. There are no specifications for sheet waterproofing. This waterproofing does not appear to be shown in any of the other foundation details on A406. Please confirm it is required and if so, provide sheet waterproofing extents and basis of design for this material.

Ans: Sheet Waterproofing has been replaced with fluid applied waterproofing.

126. Drawing EDS101 shows demolition of existing Electrical, TV, Gas and Fiber Optic underground lines. Please confirm this work is to be by it's respective Utility Company and should not be included in this contract.

Ans: Drawing: EDS101 - ELECTRICAL POWER - SITE PLAN DEMOLITION

General Contractor to coordinate extent of low voltage demolition work with utility providers. General Contractor to coordinate extent of electrical primary and secondary demolition work with electrical power company and electrical contractor.

127. Reference EDS101 - Please provide a detail for Type SL1 pole base.

Ans: Drawing: E002 - ELECTRICAL LIGHTING DETAILS. Refer to Sheet E002 for pole base and foundation detail for site light SL1.

128. Reference E202 - Roof Top at Column lines G/5 shows a N3R/60A/208V/3P fused safety switch that does not appear to be adjacent to any equipment and has no notes as to what it is for. Please confirm what this disconnect switch is serving.

Ans: Drawing: E202 - ELECTRICAL ROOF PLAN. Revise - The N3R/60A/208V/3P fused safety switch serves the outdoor ductless split unit DSS-2OU. Refer to updated Roof Plan E202 for updated location of safety switch.

129. Drawing E201C shows electrical equipment outside main electric room. The fused safety switch adjacent to the new CT Cabinet is shown as being a 600A/480V/N3R switch fused at 600amps. Panel MDP which is fed from this CT Cabinet downstream of ATS-MDP is 800amp main circuit breaker style panel. We assume the safety switch referenced is the switch shown on the riser on the load side of the CT-Cabinet. Please confirm if the safety switch is to be 800amps fused at 800amps, or if the equipment downstream is to be 600amps in lieu of 800amps.

Ans: Both 600A/480V/N3R safety switches should be 800A/480V/N3R fused at 800Amps for the main service disconnect switch and the generator

disconnect switch reflected on the Electrical Power Riser E600. Refer to Power Plan E201C for updated safety switch information.

130. E201C shows CT Cabinet being installed on the exterior front of the building to the left of the electric room entrance. ES102 shows the new secondary duct bank being installed to the inside of the east side of the electrical room. We assume Plan E201C is correct, and the CT-Cabinet will be installed on the exterior adjacent to the electric room entrance, hence the secondary duct bank should be installed to that location in lieu of the east side of building as shown on ES102. Please confirm this is correct.

Ans: E201C is correct. Refer to ES102 for updated conduit routing to match E201C and Riser Diagram E600.

131. Reference Furnishing and Equipment Note #21/A801, directing all casework cabinets and casework wall cabinets as PLAM-1/PLAM-03 respectively, however the case work schedule references Stevens as the manufacturer. Please confirm Stevens is only a suggested manufacturer, and that cabinetry built per the specification, can be manufactured by any casework/millwork contractor, pending approval by the county.

Ans: Stevens is the Basis of Design. Other acceptable manufacturers are listed in specification section 12 35 50.

132. Reference details D4/G4/A303 directing UL HW-D-0060 to maintain 1-2 hour wall rating with T shaped fire and deflection track. The specified fire rating can also be maintained with either slotted or 2" deep leg top track via UL HW-D-0045 in detail A4/D8/A303. Please confirm Details D4/G4/A303 can be excluded in place of details A4/D8/A303, for a cost-effective installation.

Ans: As long as performance, rating and intent are maintained, cost-effective alternatives may be considered.

133. Reference A304 Typical Note #8 directing sealant at intersections of dissimilar materials. Please confirm this general note includes all millwork to drywall and solid surface to drywall assemblies.

Ans: GC to provide sealants as required per 07 92 00 and as indicated on the drawings.

134. Reference H3/H2/A307 typical wall partition details. 6" metal location direct boxed headers, constructed from two (2) studs and two (2) tracks of the same gauge (or lighter) as the wall assembly. Please confirm if boxed headers are only required at 6" stud sized partitions or if all interior stud wall should receive boxed headers.

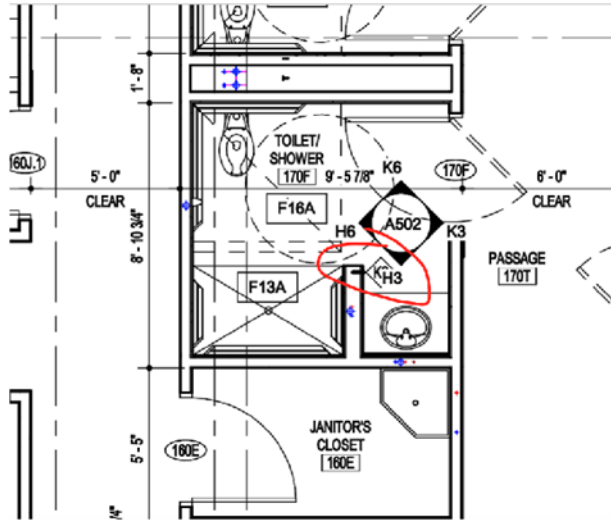
Ans: GC to provide headers as indicated in the drawings.

135. 135.Reference A17/A408 and E17/A421 for FCP Brow/Overhang detail constructed of ext. grade plywood, CFMF, and blocking. Please confirm the thickness of ext. grade plywood at the FCP Brow should reflect 3/4".

Ans: Refer to E17/A421 for additional information.

136. Elevations on A201 show vertical reveal trim at the fiber cement cladding. There is no basis of design or section detail showing this reveal. Please provide reveal size & finish.
Ans: Refer to revised Specification for Reveal Joints. Refer to Sheet A201 for locations.
137. Please provide the basis of design for CONC1 (concrete with hardener).
Ans: Specification to be provided.
138. Please confirm elevations on A502 for Women's Toilet 190G also apply to Men's Toilet 190H. If not, please provide elevations for Men's Toilet 190H.
Ans: Confirmed.
139. Bid Form lists (2) unit price allowances with different quantities than what are listed in spec section 012100 - Allowances. Which quantities are correct?
Ans: Refer to above responses.
140. Please confirm if Loudoun County will require any of the major trades to carry bonds (i.e., Sitework, Steel, Roofing, Drywall, Mechanical, Plumbing, Electrical)
Ans: After going through the General Conditions, I couldn't find anything that calls out a requirement of bonds from the subcontractors. Docs only speak to bond requirements for the Contractor. Whatever requirements the Contractor may have from their company to the subs is between them.
141. Does the impact resistant Acrovyn doors need to be STC rated as well?
Ans: Refer to the above responses.
142. Door Schedule says "Doors not listed on the door schedule to have the typical finishes listed below..." How many doors are not shown here?
Ans: All doors in the project are shown on the schedule.
143. Please confirm if a separate county office trailer is required for this project. Per section 011100 1.6.4 (D) indicated (if required) it is not specific.
Ans: See response to question #65.
144. Please confirm if a VDOT permit is specifically required for this project.
Ans: No VDOT permitting required.
145. In order to submit a competitive proposal, we request a one-week extension of time.
Ans: GC to refer to the addendum cover page.
146. The interior signage specs are not given in drawings or in specifications, like the material, thickness of signs. Please provide.
Ans: Refer to the Above Responses.

147. Section 263213, 2.1 A. specifies basis of design Kohler Power Systems KD series which is for only 700 KW generators and above. This Kohler 300 KW diesel generator will be a John Deere series engine. Please clarify.
Ans: Please see response Item #28.
148. Section 263213, 2.3 H. specifies AGM style engine starting batteries which are typical for KD series large diesel only. Please confirm Kohler standard maintenance free lead acid batteries are acceptable for this 300 KW unit?
Ans: Please see response Item #30.
149. Section 263213, 2.8 A. specifies an aluminum enclosure which is standard for KD series large diesel. Is an aluminum enclosure necessary for this 300 KW or can a steel generator enclosure be supplied?
Ans: Please see response Item #31.
150. Section 263213, 2.8 specifies multiple generator enclosure accessories that are only available on the Kohler KD series larger diesel units. They are not available on this 300 KW generator enclosure. Please confirm for this 300 KW unit we can EXCLUDE all accessories such as external e-stop, 200A load center, convenience outlets, AC lighting, DC lighting, motorized inlet and automatic discharge as these are not available?
Ans: Please see response Item #32.
151. Section 263600, 2.02 A. per ASCO rep if we can meet ATS specs using ASCO 300 Series in lieu of ASCO 7000 Series is this acceptable?
Ans: Please see response Item #33.
152. Section 263600, 2.02 per ASCO this ATS spec is outdated and mentions many ATS accessory codes that are no longer available or applicable. Please advise what accessory codes are truly required for these ATS's?
Ans: Please see response Item #34.
153. Please see page A102 and below screenshot. A label is covering the label that defines the wall type in room Toilet/Shower 170F. Please clarify



Ans: Annotations adjusted for clarity.

End of Questions