



Loudoun County, Virginia

INVITATION FOR BID

WATERFORD MILL RESTORATION

ACCEPTANCE DATE: Prior to 4:00 p.m., **July 27, 2022** "Atomic Time"

IFB NUMBER: RFQ 521782

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

Due to restrictions surrounding the COVID-19 pandemic, 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, VA 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 4:30 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 GoToMeeting 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.

PLEASE NOTE:

- A. The plans and specifications for this project will be provided 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.
- 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 at 40105 Main St, Waterford, VA 20197 on **June 29, 2022**, at **2:00 pm** for clarification of any questions on the drawings, specifications, and site conditions. Bidders must sign in with the Procurement Representative as record of attendance.

- D. Site Inspection. Instructions to participate in a site inspection (if provided) can be found in Section 19, Instruction to Bidders, Paragraph 19.4. Please read this section carefully as there may be specific dates established to register for the site inspection.

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

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

Name: Kristy Varda, NIGP-CPP, CPPO, CPPB

Title: Contracting Officer

Phone: (571) 258 - 3144

E-mail address: Kristy.varda@loudoun.gov

This document can be downloaded from our web site:

www.loudoun.gov/Procurement

Issue Date: June 8, 2022

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
WATERFORD MILL RESTORATION

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Attachments:

ATTACHMENT 1:	COUNTY-CONTRACTOR AGREEMENT (Contained herein)
ATTACHMENT 2:	GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
ATTACHMENT 3:	PROJECT MANUAL SPECIFICATIONS Dated April 25, 2022
ATTACHMENT 4:	PLANS Dated April 25, 2022

Authorized By: s/Kristy Varda, NIGP-CPP, CPPO, CPPB Date: 6/8/2022

WATERFORD MILL RESTORATION

1.0 PURPOSE

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 stabilize and restore the basement plus three-story brick Waterford Mill, an important historic resource located at 40105 Main St, Waterford, VA 20197 in the Waterford Voting District. The work includes clearing of accumulated silt from the basement and wheel pit, establishment of positive drainage from the basement, limited repairs to the interior and exterior masonry and wood elements, restoration of the historic hurst frame, necessary flooring repairs, and establishment of passive ventilation.

Contractors are advised that the Waterford Mill, including the surrounding areas, are utilized by the Waterford Foundation as part of the annual Waterford Fair (Homes Tour and Crafts Exhibit, <https://www.waterfordfairva.org/>). The fair is held annually, in October (Event Dates: October 7-9, 2022, October 6-8, 2023). In the event that the project's construction duration overlaps with the Waterford Fair, the Contractor shall be responsible for demobilizing from the project site by no later than September 30, at no additional cost to the County. Work on the project site shall be suspended until November 1. During the period between September 30 and November 1, the interior and exterior of the Waterford Mill, the wheel pit, tail race, and the surrounding grounds shall be stabilized to allow for free and unrestricted public access. The Contractor shall manage the construction schedule such that demolition of an element of work shall not occur unless the associated repairs / restoration work can be completed prior to September 30. If Substantial Completion is not achieved prior to September 30, the County shall extend the Contract Times as warranted for the length of time that the date of Substantial Completion was actually delayed in accordance with Section 8.3.1: Excusable Non-Compensable Delays of the General Conditions of the Construction Contract.

The Contractor shall be responsible for all surveying to ensure the project is installed per the Construction Documents. Any deviations from the Contract Documents shall be specifically requested via Request for Information (RFI) submitted to the Architect/Engineer of Record. All deviations shall be noted in the Contractor's "Record Set" of Construction Documents. Upon completion of the Project, two (2) hard-copy sets, and one (1) digital copy of "Record Set" Construction Documents shall be provided to the County.

Lastly, the County will require the Contractor awarded this Project to use e-Builder Construction Program Management Software. The County will purchase two (2) 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: 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 BIDDER'S 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:

- 3.1 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.
- 3.2 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.
- 3.3 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.

3.4 Experience requirements for the General Contractor.

A. The General Contractor submitting a bid must demonstrate successful experience in the renovation of historic buildings similar in type, material, and scope to the Waterford Mill as detailed in the plans and specifications contained herein. Demonstration of this experience shall be by means of providing three (3) project references, each with a minimum construction cost of \$500,000, that have been completed within the past fifteen (15) years from the date of this IFB. Project references which demonstrate previous experience working within a National Historic Landmark is preferred. Project references that are for historic buildings with heavy timber framing and solid stone and brick masonry are also preferred. H, All project references provided must demonstrate successful experience in the type of construction required by this project. Each project reference should include:

- Name and location of the project.
- Initial and final construction cost along with the number of change orders
- Original and final completion date.
- Penalties assessed such as liquidated damages.
- Project description of sufficient detail to allow determination of projects size and scope.
- Specific areas of historic expertise among management and staff in the relevant areas of historic repair work for this project.
- Name of the project manager and superintendent who had direct responsibility for the project.
- Photographs of all key aspects of the work of sufficient quality to demonstrate the quality of the bidder's work.
- Name, address, current phone number, and e-mail addresses of architects and owners.

Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. The County intends to contact owners/architects provided

as references to verify information provided. Failure of the owner/architect to respond to the County's inquiry may be cause for the County to require additional references meeting the requirements herein.

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

4.0 SPECIFICATIONS

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by Glave & Holmes Architecture dated July 10, 2021.

5.0 DISCREPANCIES

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

6.0 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.

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 FAITH-BASED ORGANIZATIONS

The County does not discriminate against faith-based organizations.

13.0 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.

14.0 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 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.

15.0 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.

16.0 CONSTRUCTION CONTRACT RETAINAGES

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

17.0 ESCROW ACCOUNT FOR RETAINED FUNDS

Section Deleted.

18.0 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.

19.0 INSTRUCTIONS TO BIDDERS

19.1 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. 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 restrictions surrounding the COVID-19 pandemic, 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, VA 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 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. 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.

- H. Each firm shall submit **one (1) original hard copy** and **one (1) electronic copy in a single PDF file on a USB flash drive** of their bid to the County's Division of Procurement as indicated on the cover sheet of this Invitation for Bid.
- I. A public bid opening will be held virtually using GoToMeeting at approximately 4:30 P.M. on the Acceptance date. See the GoToMeeting 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 GoToMeeting with the instructions provided below. Bidders may not participate in the bid opening in-person at this time.

Please join my meeting from your computer, tablet or smartphone. <https://meet.goto.com/607527933>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3412](tel:+18722403412)

Access Code: 607-527-933

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

19.2 Questions and Inquiries

Questions and inquiries will be accepted in writing (email) only from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. 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 14, 2022**. 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.

19.3 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.

19.4 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 inspections shall only be done during one of the two prearranged on-site pre-inspection tours. Pre-inspection tours are not mandatory but highly recommended. No unauthorized site visits will be allowed, and Contractors should not enter the premises or contact the site outside of the pre-arranged tours.

Inspections of the site will be conducted on July 6, 2022 from 12-2 pm and July 7, 2022, from 9-11 am. by appointment only. Bidders shall contact Kristy Varda by email at Kristy.varda@loudoun.gov prior to 5:00 p.m. on July 1, 2022, to schedule a site inspection. Late requests for site inspections will not be accepted. Questions will not be responded to at the site visit, please provide any question in writing prior to the deadline specified in 19.2.

19.5 Firm Pricing for County Acceptance

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

19.6 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.

19.7 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

19.8 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw its bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

19.9 Subcontractors

Please refer to Article 5: Subcontractors, of the *County of Loudoun General Conditions of the Construction Contract*.

19.10 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date, and bidder's return address are shown on the container.

19.11 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.

19.12 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.

19.13 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.

19.14 Anti-Trust Violations

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

19.15 Basis for Award

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

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

19.16 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.

19.17 Notice of Award

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

19.18 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 Budget.

19.19 Construction Contract Bid Security

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

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

19.20 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.

19.21 Debarment

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

19.22 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. 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>.

19.23 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>.

19.24 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.

19.25 Acknowledgement of Contract

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

19.26 Legal Action

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

19.27 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.

19.28 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.

19.29 Substitutions

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

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

warranty terms.

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

The County will not consider substitutions for convenience during the bidding process. They will be considered after contract award. Refer to Article 4.15 – 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

PRICING PAGE

WATERFORD MILL RESTORATION

The firm of _____ hereby offers to achieve substantial completion of the Waterford Mill Restoration in accordance with this Invitation for Bid within two hundred and seventy-three (273) calendar days after Notice to Proceed.

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

1. Construction of the Waterford Mill Restoration

Lump Sum = \$ _____

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

ITEM:	INCLUDED: (X)
1. W-9 Form (19.23):	_____
2. Certificate of Insurance (19.24):	_____
3. Addenda, if any (Informality) (19.11):	_____
4. One (1) electronic copy on USB Flash drive	_____

3. 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 (18.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any (19.2):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form (Page 22):	_____
4. Bid Bond (19.19):	_____
5. Minimum Qualifications (3.0)	_____
a. Debarment History, if required (3.1)	_____

- b. Virginia Contractor Class A license (3.2): _____
(Include with bid)
- c. Verification of Bonding Capacity (3.3) _____
- c. References (3.4) _____

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

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Name of person authorized to bind the Firm (19.7): _____

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.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Budget

Division of Procurement

1 Harrison Street, S.E., 4th Floor, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

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

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

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

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 521782

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 521782

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: Assistant Purchasing Agent for Capital Projects•

ATTACHMENT 1

(Proposed)

COUNTY-CONTRACTOR AGREEMENT

THIS COUNTY-CONTRACTOR AGREEMENT ("Agreement") for construction of the Waterford Mill Restoration hereinafter referred to as the "Project," is effective on the date it is fully executed by and between **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "County"), and _____ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable 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. 521782 dated June 8, 2022, including any addenda; |
| Attachment 2 | The General Conditions of the Construction Contract; including any addenda; |
| 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 of the Construction Contract.

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 Glave & Holmes Architecture, whose address is 2101 E Main Street, Richmond, VA 23223. 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 Alpha Corporation, whose address is 21351 Ridgetop Circle, Suite 200, Dulles, VA 20166. 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 273 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 / Certificate of Occupancy

No later than 273 calendar days after Notice to Proceed

Completion of all punch list work

30 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 of Project/OP

\$500 /for each consecutive Calendar Day

Completion of all punch list work

\$50 /for each consecutive Calendar Day

- 2.6 If liquidated damages are assessed, the County will assess the amount of liquidated damages set forth in section 2.5 above cumulatively. This provision for liquidated damages does not bar the County's right to enforce other rights and

remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

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

Article 3

CONTRACT PRICE

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

Article 4

PROGRESS PAYMENTS

- 4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.3.6 of the General Conditions.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work Contractor will deliver to the A/E an Application for Payment in accordance with the provisions of section 9.3 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the County and Contractor. Payment under this Contract shall be made as provided in the General Conditions.
- 4.3 An acceptable Critical Path Method (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 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 on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each 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:

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

If sent via (a) or (b)
County of Loudoun Virginia
Division of Procurement
ATTN: Purchasing Agent
1 Harrison Street, S. E.
Leesburg, VA 20177

If sent via (c)
County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, VA 20177

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 **ONLY** in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

Article 6

IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

Article 7

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 the United States District Court for the Eastern District of Virginia in Alexandria. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.
- 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.

WITNESS the following signatures:

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement

1 Harrison Street, S.E.

Leesburg, VA 20175

Phone: (571) 258-3144

Fax: (703) 771-5097

CONTRACTOR

Phone:

Fax:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Robert J. Sproul
Assistant County Attorney



Loudoun County, Virginia

Division of Procurement
One Harrison St, SE, 4th Floor
Leesburg, Virginia 20175

July 6, 2022

NOTICE TO BIDDERS

ADDENDUM NO. 1

RFQ 521782

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) RFQ 521782 Waterford Mill Restoration. Please acknowledge receipt of this addendum by signing and returning with your bid.

1. The purpose of this addendum is to revise paragraph 1.0 of the solicitation and provide answers to questions received to date.
2. Paragraph 1.0 is replacing in its entirety as follows:

1.0 PURPOSE

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 stabilize and restore the basement plus three-story brick Waterford Mill, an important historic resource located at 40105 Main St, Waterford, VA 20197 in the Waterford Voting District. The work includes clearing of accumulated silt from the basement and wheel pit, establishment of positive drainage from the basement, limited repairs to the interior and exterior masonry and wood elements, restoration of the historic hurst frame, necessary flooring repairs, and establishment of passive ventilation.

Contractors are advised that the Waterford Mill, including the surrounding areas, are utilized by the Waterford Foundation as part of the annual Waterford Fair (Homes Tour and Crafts Exhibit, <https://www.waterfordfairva.org/>). The fair is held annually, in October (Event Dates: October 7-9, 2022, October 6-8, 2023). In the event that the project's construction duration overlaps with the Waterford Fair, the Contractor shall be responsible for demobilizing from the project site by no later than September 1, at no additional cost to the County. Work on the project site shall be suspended until November 1. During the period between September 1 and November 1, the interior and exterior of the Waterford Mill, the wheel pit, tail race, and the surrounding grounds shall be stabilized to allow for free and unrestricted public access. The Contractor shall manage the construction schedule such that demolition of an element of work shall not occur unless the associated repairs / restoration work can be completed prior to September 1. If Substantial Completion is not achieved prior

to September 1, the County shall extend the Contract Times as warranted for the length of time that the date of Substantial Completion was actually delayed in accordance with Section 8.3.1: Excusable Non-Compensable Delays of the General Conditions of the Construction Contract.

The Contractor shall be responsible for all surveying to ensure the project is installed per the Construction Documents. Any deviations from the Contract Documents shall be specifically requested via Request for Information (RFI) submitted to the Architect/Engineer of Record. All deviations shall be noted in the Contractor's "Record Set" of Construction Documents. Upon completion of the Project, two (2) hard-copy sets, and one (1) digital copy of "Record Set" Construction Documents shall be provided to the County.

Lastly, the County will require the Contractor awarded this Project to use e-Builder Construction Program Management Software. The County will purchase two (2) 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: 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.

3. The plans and specifications for this project are contained on a on a Microsoft One Drive location that you can get access to by sending an email to the point of contact Kristy.varda@loudoun.gov.

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.

Prepared By: s/Kristy Varda, NIGP-CPP, CPPO CPPB Date: 7/6/22
Contracting Officer

Acknowledged By: _____ Date: _____



Loudoun County, Virginia

Division of Procurement
One Harrison St, SE, 4th Floor
Leesburg, Virginia 20175

July 8, 2022

NOTICE TO BIDDERS

ADDENDUM NO. 2

RFQ 521782

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) RFQ 521782 Waterford Mill Restoration. Please acknowledge receipt of this addendum by signing and returning with your bid.

1. An additional date for site visits will be on July 20, 2022 from 9-11 AM. Please coordinate this site visit with the contracting officer listed in the IFB.
2. The deadline for questions is delayed from July 14, 2022 to **Prior to 5:00 PM July 26, 2022.**
3. The Acceptance Date for this Bid is delayed from July 27, 2022 to **Prior to 4:00 PM, August 10, 2022** local "Atomic" time.

Prepared By: s/Kristy Varda, NIGP-CPP, CPPO CPPB Date: 7/8/22
Contracting Officer

Acknowledged By: _____ Date: _____



Loudoun County, Virginia

Division of Procurement
One Harrison St, SE, 4th Floor
Leesburg, Virginia 20175

August 2, 2022

NOTICE TO BIDDERS

ADDENDUM NO. 3

RFQ 521782

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) RFQ 521782 Waterford Mill Restoration. Please acknowledge receipt of this addendum by signing and returning with your bid.

1. The purpose of this addendum is to answer questions received.

Prepared By: s/Kristy Varda, NIGP-CPP, CPPO CPPB Date: 8/2/22
Contracting Officer

Acknowledged By: _____ Date: _____

BEGIN QUESTIONS

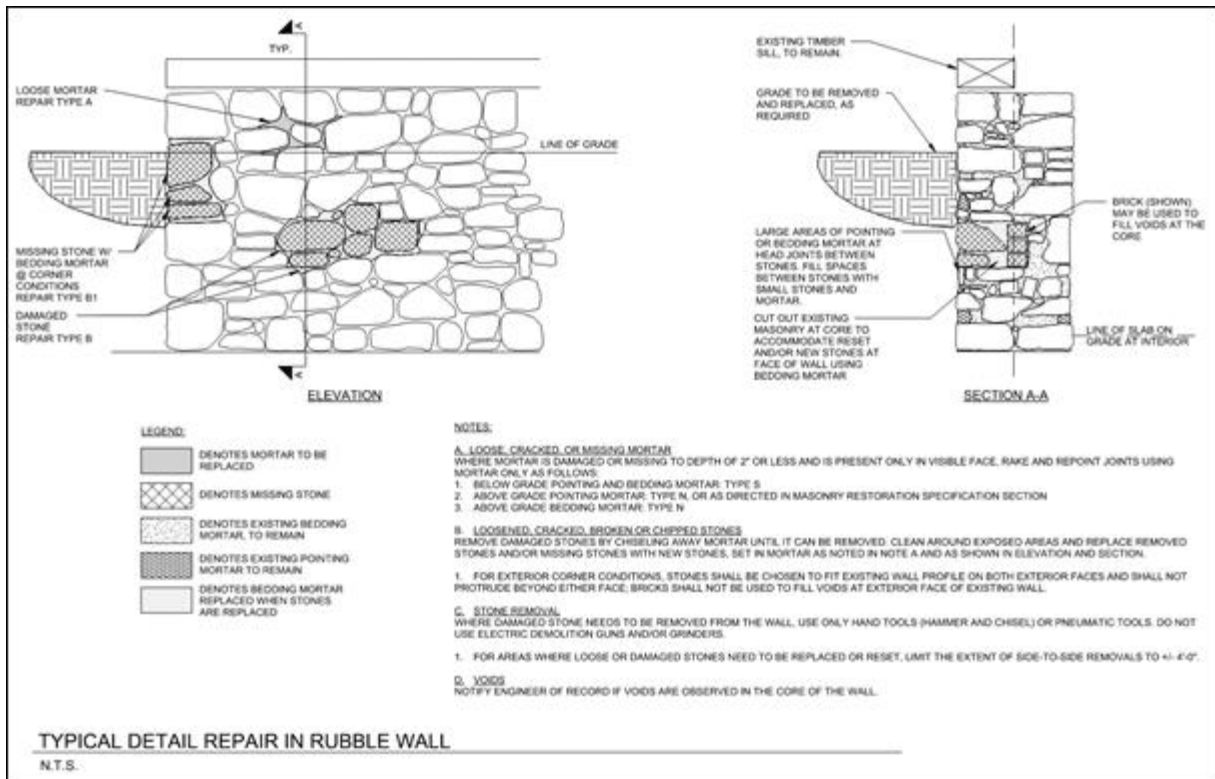
- Q1. Per page 20 of 30 (pricing page) of the invitation to bid, there are no line-item locations for allowances and unit prices, how are these to be recorded?
- A1. Allowances and unit prices line items are not intended to be included to the project Invitation for Bid.
- Q2. Per drawing C-200, can the limits of the disturbance line at the south end be extended approximately 10' to accommodate a travel path for a boom machine?
- A2. Additional land disturbance could impact the grading permit that should be imminently approved. Minor extension of the limits of disturbance may be coordinated by the general contractor with the county ESC inspector at the preconstruction meeting. Any additional erosion and sediment controls would be at the contractor's expense.
- Q3. Per drawing AD1.00, detail C1 and drawing S1.10 detail 1, note - repoint existing stone masonry wall, can I assume you meant to say rout and repoint the stonemasonry wall mortar joints?
- A3. Yes.
- Q4. Does this include both the outward/yard side of the wall and the inward/terrace side of the wall?
- A4. Yes, only where deteriorated.
- Q5. Does this include the capstone/top of the wall joints.?
- A5. Yes.
- Q6. Does this include the steps of the stair(s) joints?
- A6. No.
- Q7. Per Demolition General Note #4, would not installing the pipe bracing before pit excavation, interfere with the excavation of the wheel pit?
- A7. Architectural general note #4 is referencing the bracing for the building wall and not the retaining wall. The steel tube bracing shown on the structural drawings is for the bracing of the existing retaining wall, and the tie rods within the building are for bracing of the building wall. In general, the intent is bracing the top of the existing masonry wall to prevent the wall from acting as a cantilevered retaining wall. The existing wall is buried and not retaining soil because of the fill in the wheel pit. The sequence of construction, means & methods of how to excavate and any resulting temporary conditions where the wall would be retaining soil and need temporary bracing or installation of the final bracing are for the contractor to provide.
- Q8. Per drawing A1.00, General note #8, mortar shall match existing, can I assume you mean historic mortar, as there are several different existing mortar types thru out the building interior and exterior?

- A8. Yes.
- Q9. General note #10, who sets this and all other allowances.?
- A9. Architect/Owner
- Q10. Per drawing A1.01, 1st floor keynotes #4, tie rod information, can you clarify what is shown on detail A1 (the dashed line), does this represent the existing rod locations or the locations where the existing rods get moved too?
- A10. The locations of the tie rods shown on the architectural and structural drawings are the new locations that the tie rods get moved to or new tie rods get installed at. Note that structural drawings include tie rods under the attic floor too that are not shown on architectural drawings.
- Q11. Per drawing A1.02, detail C1 third floor plan, the dashed lines representing the existing tie rods, there is no relocate or replace note, so I assume these do not get moved?
- A11. Structural drawings show all new and relocated existing tie-rod locations, therefore reference structural drawings. Tie rods at each level are either relocated or new rods are installed.
- Q12. Per drawing A1.03, detail A1 attic plan, the interior masonry west wall has no repair notes, I assume no work is performed here under the base bid.?
- A12. Correct.
- Q13. Per drawing A2.00, general notes 1 –4 are missing, can you put them in writing to us?
- A13. Please see the notes below:
- a. THIS PROPERTY IS CONTRIBUTING TO THE WATERFORD HISTORIC LANDMARK DISTRICT WHICH IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SECRETARY OF THE INTERIOR STANDARDS FOR REHABILITATION.
 - b. REMOVE AND CLEAN BIOLOGICAL GROWTH, VEGETATION, AND STAINING FROM MASONRY USING GENTLEST MEANS POSSIBLE.
 - c. REPLACEMENT WOOD COMPONENTS SHALL BE OF IMPREGNATED ROT RESISTANT MATERIAL (ACETYLATED), UNO.
 - d. COLORS THAT ARE "MATCH EXISTING" TO BE APPROVED BY ARCHITECT.
- Q14. Per drawing A2.00 and A2.01, there are no specific exterior masonry repair items noted at the 1st, 2nd, 3rd, and attic floor levels except for the tie rod work and terrace work, can I assume there will be no further exterior masonry repairs made under the base bid.?
- A14. Correct.
- Q15. Per elevation keynote #18, should providing the unknown two gear pit outlets be an add/alt price?

- A15. This work should be built into the Bidders base bid price. Assume two 8" diameter pipe penetration through the wall if no original drains are found.
- Q16. Per elevation keynote #13, replace wood anchors, shouldn't this say replace wood supports under the tie rod wall anchors.?
- A16. Yes.
- Q17. Per drawing A4.00, photo #1, bottom note, regarding missing bottom tie and south sill, is this a masonry repair item and can it be quantified if it's to be included in our base bid.?
- A17. No- The note identifies the stone foundation and notes that the wood tie and sill are missing as a clarification.
- Q18. Per drawing A4.02, detail C2, bottom note, dry lay any missing sections of stone floor, is there a specification/detail of this stone floor piece(s) and where do we put this price in our proposal.?
- A18. Bidders shall price in ten square feet of 3" dry-laid random flags as a part of the base bid price.
- Q19. Per drawing A4.03, detail C1 & A1, reference bottom note - wall condition below fill level unknown, where would we put pricing for this area in our proposal?
- A19. That area should be assumed to need repointing throughout and included under the masonry repair.
- Q20. Per drawing S1.00, detail 1, North/East inside corner note arrow, repoint existing stone masonry wall, is that for only the length of the arrow, or for the full length of the stone wall covering partial north wall, full east wall, and partial south wall.?
- A20. The extent is the length of the arrow. That corner in particular has deterioration from water infiltration through the wall which does not occur for the rest of the wall.
- Q21. Per drawing S4.01, detail 2 section, is there only one level of horizontal steel support whalers being attached to two sides of the existing stone masonry retaining wall above the wheel pit at approximately 4" from the wall top.?
- A21. Correct, there is just one layer of steel frame being added to the top of the existing masonry retaining wall as shown on sheet S1.00. Only top of wall bracing is needed. In addition, for the repair scope at the wheel pit walls, Drawing A2.00 has the following keynote called out. So, it looks like the scope is called out and noted as unknown, but it references back to structural for repair of the rubble wall where we find only have a typical brick repair detail in the set currently. Structural adds the following typical detail for repair of the rubble wall for performing the work. We would recommend that the contractors/bidders make sure they include price within base bid for this work.

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REPAIR AND REPOINT WHEEL PIT WALLS. REFER TO STRUCTURAL DRAWINGS FOR TYPICAL STONE REPAIR. EXTENT OF REPAIR UNKNOWN UNTIL PIT EXCAVATED.



- Q22. Masonry point-up of the building exterior at the windows may require the use of an articulated lift. This equipment will be in very close proximity of the power line at one corner of the building and will require that the power line is at least booted. Who arranges for the line to be made safe, and is there a cost involved?
- A22. Bidders will not be able to put lifts or scaffolding on the existing patio. Contractor to coordinate with power company as required.
- Q23. On the tie rods for the first floor, is this relocating the existing two diagonal tie or providing 2 – new ones.? What about the center tie.?
- A23. The tie rods being referenced are the ones viewed from the first floor but at the 2nd floor elevation. Structural drawings show the tie rods on the levels that they should be installed just below. Structural drawings show the tie-rods at the 2nd & 3rd levels being all new, and the tie rods under the attic floor as relocating the existing ones.
- Q24. Per Drawing S4.01, Detail2, Is the galvanized PL3/8x6'10" placed at 1/2 per each side of the tube?
- A24. The referenced plate is essentially a gusset plate and is shown field installed to allow for installation tolerance. The ends of the HSS braces have a slot cut in them to accept the gusset plate and also allow for additional adjustability during

installation. Gusset plates only occur at HSS brace connections.

Q25. Per Detail 3, are the steel angles placed on the top side and bottom sides of the whaler beam?

A25. Detail 3/S4.01 does not include angles but rather has a plate top & bottom. Detail 5/S4.01 does have an angle top & bottom of beam web.

Q26. Per Detail 3, I would assume that the flange is connected with a two-bolt arrangement?

A26. Splice in Waler beam is located to avoid the need to transfer moment across the splice, therefore no beam flanges will not be connected unless contractor elects to move splice location from that shown on S1.00.

Q27. What is the purpose of the Galv PL3 note at this detail?

A27. The plate transfers shear from web to web of spliced beams.

Q28. Per Detail 5, the whaler beam shown (11") doesn't scale the same as the specified 8" width, I would assume the 8" is the correct width?

A28. Per general notes and specifications do not scale off drawings where dimensions are not specifically shown. Steel member sizes are shown in plan on S1.00.