



Loudoun County, Virginia

INVITATION FOR BID

JOB ORDER CONTRACT (JOC) FOR PAVING, SURFACING & SITEWORK

ACCEPTANCE DATE: **June 10, 2022**, prior to 4:00 p.m. "Local Atomic Time"

IFB NUMBER: RFQ 503782

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. Specifications and Catalog. The technical specifications and the construction task catalog for this project are contained on a Microsoft One Drive location.

Bidders may request that the technical specifications and the construction task catalog be sent to them using the Microsoft One Drive by sending an email to the point of contact information below. 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. 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 GoToMeeting software on May 11, 2022, at **1:00 p.m.** the purpose of discussing the Job Order Contract (JOC or Contract) concept, Contract Documents, specifics of the Loudoun County's JOC program, minimum qualifications required for Bidders, and JOC from a Contractor's viewpoint (including a mini workshop on how to calculate a bid). You must pre-register to participate in the Pre-Bid Conference by sending an email to PROCUREMENT@loudoun.gov. The subject line of the email should state "Register for Pre-Bid Conference for JOC for Paving", and the email should include the name of your firm and provide contact information to include phone number and address. Providing the email requesting participation in the Pre-Bid Conference was received prior to 1:00 p.m. the business day prior to the date of the Pre-Bid Conference, the County will respond with the information to participate in the Pre-Bid Conference. Emails received after 1:00 p.m. will not be responded to. To participate in the audio portion only, dial the number provided and follow the prompts as designated. To participate by computer, connect to the link provided and follow the prompts as designated.

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:

Kristy D. Varda, NIGP-CPP, CPPO, CPPB
Contracting Officer
(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: May 2, 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.

Job Order Contract (JOC) for Paving, Surfacing, & Sitework

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ATTACHMENTS:

ATTACHMENT 1:	The Construction Task Catalog®
ATTACHMENT 2:	The Technical Specifications
ATTACHMENT 3:	County – Contractor Agreement (Contained herein)

Authorized By: s/Kristy Varda, NIGP-CPP, CPPO, CPPB
Contracting Officer

Date: May 2, 2022

1.0 PURPOSE

- 1.1 The County of Loudoun, Virginia (County), seeks to award one (1) or more with a maximum of three (3) Job Order Contracts (JOC or Contract) to qualified Contractors to provide county-wide paving, surfacing and sitework work on an as-needed basis at various Loudoun County facilities over a one-year Base Term and up to two (2) one (1) year additional Option Terms. A Job Order Contract (JOC) is a competitively bid, firm fixed priced, indefinite quantity contract. The Work includes a collection of Tasks and related Specifications that have pre-established Unit Prices. The Contracts are to be used for the accomplishment of paving and repair of access roads, parking lots, pervious pavements, pedestrian/bike trails; and paving repairs, resurfacing, miscellaneous site work including but not limited to excavation, grading drainage and ancillary work by means of individual Job Orders issued under the Contracts and related to discrete Projects as they are identified.
- 1.2 JOCs will generally be utilized to accomplish small to medium sized Projects with a typical Job Order value within the range of \$10,000-\$200,000. The typical Work is anticipated to include, but not be limited to, projects such as: paving, paving repairs, resurfacing, installation of utilities, construction of sidewalks, miscellaneous site work including but not limited to excavation, grading and ancillary work.

The maximum value of any individual Job Order shall not exceed \$500,000. The Contractor is guaranteed to receive the opportunity to submit a proposal for a project(s) totaling at least \$25,000.00 during the Base Term of the Contract, otherwise the County makes no additional guarantee as to the minimum amount of Work that will be awarded under each of the JOCs
- 1.3 For the purposes of JOCs, a Loudoun County "Purchase Order" is described as a "Job Order".

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (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 OVERVIEW OF THE CONTRACT

- 3.1 A JOC is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual Projects at different County facilities and sites, often simultaneously, throughout the County. The Contract Documents include a Construction Task Catalog® (CTC) containing construction tasks with pre-established Unit Prices. All Unit

Prices are based on local labor, material and equipment prices and are intended to reflect the direct cost of construction (excludes overhead and profit).

3.2 Adjustment Factors

- A. The Contractor will bid two (2) Adjustment Factors to be applied to pre-established Unit Prices contained in the Construction Task Catalog®. These Adjustment Factors shall apply to every task in the Construction Task Catalog®.
1. An Adjustment Factor for performing Work during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays)
 2. An Adjustment Factor for performing Work during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday and any time Saturday, Sunday, and Holidays as defined in 6.4(M) below).

The Adjustment Factor provided for performing Work during Other Than Normal Working Hours must be greater than the Adjustment Factor provided for performing Work during Normal Working Hours.

- B. The Contractor will also bid one (1) Adjustment Factor for Tasks not contained in the Construction Task Catalog®.

An Adjustment Factor for performing Work deemed not to be included in the Construction Task Catalog® but within the general scope of the Work.

These Tasks are referred to as "Non Pre-priced Tasks (NPP)". NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the Construction Task Catalog®. The bidders will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP Tasks. **The NPP Tasks Adjustment Factor shall not be less than 1.0500 and not higher than 1.2500.** The Non Pre-priced Adjustment Factor will remain constant for the duration of the Contract.

The three (3) Adjustment Factors will be weighted based on the County's anticipated percentage of applicability (see Bid Form) and a resulting Award Criteria Figure.

- 3.3 The Process - As Projects are identified by the County, the Contractor will jointly scope the Work with the County's authorized representative. The County will prepare a Detailed Scope of Work and issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Package for the Project including a Price Proposal, Progress Schedule, any Incidental Design, a list of proposed subcontractors, and other requested documents.

If all contents of the Price Proposal Package are found to be acceptable by the County, a Job Order may be issued.

- 3.4 Job Orders - A separate Job Order will be issued for each Project prior to the commencement of any Work by the Contractor, except in a declared State of Emergency as provided in Section 6.9.F.(6). A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Amount. The Job Order Amount is determined by multiplying the pre-established Unit Prices for the appropriate tasks required to complete the Detailed Scope of Work by the appropriate quantities and the applicable Adjustment Factor. The Job Order Amount shall be a lump sum, fixed price for completing the Detailed Scope of Work. Unforeseen/latent conditions, additions to and deletions from the Detailed Scope of Work will be addressed via supplemental Job Orders.

3.5 Contractor Selection for Each Project

The Owner may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

- A. Rotational selection among all Contractors, unless otherwise determined by the Owner.
- B. Size of project, as it relates to the Owner's independent cost estimate or other competent cost estimates.
- C. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
- D. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
- E. Contractor's responsiveness to the Owner on Job Orders.
- F. Management of Job Order dollar volume within bonding limitations of the Contractor.

- 3.6 Description of the Work - The Work will be set forth in the Detailed Scope of Work for individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Amount within the Job Order Completion Time.

- 3.7 Work Sites - The Contractor will be required to perform Work at any County owned or controlled facility and privately owned facilities if so directed by the County. It is anticipated that the Work will be distributed randomly throughout the geographic area comprising the County and the Contractor may be required to perform Work at multiple sites simultaneously.

3.8 Responsiveness

- A. The Contractor shall have a point of contact (i.e., voice mail or answering machine) where messages can be left. There should be a response no later than twenty-four (24) hours from when the message was left. Repeated failure to respond within the allotted timeframe shall, at the option of the County, result in non-renewal or termination of the Contract.
 - B. The County has the option of declaring any needed work to be an emergency. **In the event of a natural or manmade disaster or any other catastrophes, the Contractor, when so directed, shall respond within two (2) hours of notification. See Section 6.9.F.(6).**
- 3.9 All Work performed by the Contractor under the Contract shall meet all applicable state and local building codes, ordinances and regulations and the Contractor shall be required to obtain all required permits and inspections. Loudoun County permit fees shall be waived for Work done pursuant to the resultant Contract.

4.0 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 ten (10) working days prior to the bid opening. 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.

5.0 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 shall submit the documentation indicated below with their bid. Failure to provide any of the required documentation 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:

- 5.1 Debarment: By signing the Miscellaneous Bid Information Form 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.
- 5.2 Demonstrate recent successful experience within the past three (3) years by providing detailed information on similar general construction projects consistent with the description of anticipated work described in Section 1.2. Demonstration shall be by means of providing a minimum of five (5) project references relating to comparable work as described in Section 1.2.

Each project reference is to include the name and location of the project, project description of sufficient detail to allow determination of projects size and scope, contract costs, project completion date, and 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.

- 5.3 Satisfactorily (in the sole judgment of the County) explain how bidder will comply with the requirement to self-perform fifty percent (50%) of the value of the Work. Self-performance is defined as tradesman/craftsman actually performing the Work and does not include overhead, profit, or labor associated with Project Management submitted with the bid on the Form contained in pages 63 and 64 of this IFB.
- 5.4 Have in place and maintain for the duration of the Contract a full service office within a forty (40) mile radius of the Loudoun County Government Center located at 1 Harrison Street, SE, Leesburg, Virginia 20175. Provide documentation in your bid verifying distance of full service office from 1 Harrison Street, SE, Leesburg, Virginia 20175.
- 5.5 Contractor License: Bidders, whether resident or nonresident of the Commonwealth of Virginia, shall possess a valid Virginia Class A Contractor license. Bidders shall include a copy of the Class A Contractor license in their bid.
- 5.6 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 \$500,000 performance and payment bond, which bonds will cover the Projects 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.

6.0 TERMS AND CONDITIONS

The County-Contractor Agreement ("Contract" or "Agreement") with the successful bidder will contain the following Terms and Conditions. **These Terms and Conditions are not negotiable.**

6.1 Contractual Authority

- A. The extent and character of the Work to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of General Services, and/or the Department of Parks Recreation and Community Services, and/or the Department of Transportation and Capital Infrastructure, or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other personnel.
- B. Any change to the Contract must be approved in writing by the Purchasing Agent/Contracting Officer and the Contractor.

6.2 Contract Documents

Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are listed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall comprise the resultant Contract between the County and the Contractor pursuant to this IFB:

- A. The County-Contractor Agreement (Attachment 3)
- B. The County's Invitation for Bid (IFB) No. RFQ 503782 (which includes the Contract Terms and Conditions), including any Addenda
- C. IFB Attachment 1- the Construction Task Catalog®
- D. IFB Attachment 2- The Technical Specifications
- E. The Contractor's bid submission (all parts)
- F. Notice of Award
- G. Performance and Labor and Material Payment Bonds and Insurance Certificates provided by Contractor
- H. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work (including any referenced supplemental Specifications and/or drawings) issued by the County
- I. The Contractor's Price Proposals
- J. Written Modifications to the Agreement, signed by both parties, issued after the Contract has been executed.

6.3 Technical Specifications

- A. The Work to be performed shall be in accordance with the Technical Specifications. The Technical Specifications are numbered and organized in the Construction Specifications Institute (CSI) format. All Technical Specifications are provided per CSI guidelines.
- B. The intent of the Technical Specifications is to furnish concise industry and commercial standards for the Construction, maintenance, or repair of County facilities. In the event of conflict

among any of the Specifications contained in the Contract Documents, the most stringent specification shall govern.

- C. The County reserves the right to, at any time, modify, delete, supplement, substitute, amend, supersede or otherwise alter in any manner the Technical Specifications portion of the Contract Documents.

6.4 Definitions

- A. *Addendum or Addenda*: the additional Contract provisions issued in writing by the County prior to the receipt of bids.
- B. *Adjustment Factor(s)*: the Contractor's competitively bid price adjustment(s) to the Unit Prices as published in the Construction Task Catalog®.
- C. *Agreement*: the County-Contractor Agreement. The Agreement may also be referred to herein as the Contract or the Job Order Contract or the JOC. Reference to the Agreement may also include collective reference to the Contract Documents.
- D. *Award Criteria Figure*: the price calculated and provided on the Bid Form.
- E. *Base Term*: the one (1) year period commencing from the date of the execution of the Agreement.
- F. *Construction Task Catalog®*: the listing of specific construction related tasks together with a specific unit of measurement and a Unit Price constituting Attachment 1 of the Invitation for Bid (IFB)
- G. *Contract Documents*: each of the various parts of the Agreement referred to in Section 6.2 hereof, both as a whole and severable.
- H. *Contractor*: the party identified as such in the County-Contractor Agreement, whether corporation, firm or individual, or any combination thereof, and its, their, his or her successors, personal representatives, executors, administrators and assigns. Anytime the term Contractor is used it means the Contractor or the Contractor's authorized representative.
- I. *County*: Loudoun County, Virginia or Loudoun County's authorized representative. The term "Owner" may be used interchangeably with *County*.
- J. *Day*: calendar day unless explicitly stated otherwise.
- K. *Detailed Scope of Work*: A document setting forth the Work the Contractor is obligated to complete for a particular Job Order.
- L. *Final Completion*: the last date on which all of the following events have occurred: the County has determined that one hundred percent (100%) of the Work has been completed in accordance with the Job

Order documents including satisfactory testing of all systems and equipment, delivery of all warranties, guarantees, Operations and Maintenance (O&M) manuals, and certificates of occupancy (if any), final inspections have been completed and all contractual requirements for final payment have been met.

- M. *Holidays*: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving, Christmas Eve, Christmas Day and any other day officially recognized by the County as a non-working day for County staff.
- N. *Incidental Design*: includes abbreviated drawings, sketches, and calculations, striping plan, shop drawings, modified or supplemental Technical Specifications and as-built drawings.
- O. *Install, Deliver, Furnish, Supply, Provide and Other Such Words*: such words mean the Work in question shall be put in place by the Contractor ready for use unless expressly provided to the contrary.
- P. *Job Order*: Under this Agreement, a Loudoun County "Purchase Order" is described as a "Job Order". Each individual Project to be accomplished under this Contract will be through the issuance of a Job Order. Each Job Order will reference a Detailed Scope of Work and state a firm fixed price (Job Order Amount), time duration for the completion of the Work (Job Order Completion Time), and any special conditions that might apply to that specific Job Order, such as Liquidated Damages.
- Q. *Job Order Amount*: the firm fixed price, lump sum amount indicated on each specific Job Order that the County is obligated to pay the Contractor upon completion of the Detailed Scope of Work in conformity with all terms of the Contract Documents.
- R. *Job Order Completion Time*: the period of time allotted for the Contractor to achieve Final Completion of a Job Order.
- S. *Job Order Contract (JOC)*: see Agreement above.
- T. *Joint Scope Meeting*: a Site meeting to discuss the Work with the Contractor before the Detailed Scope of Work is finalized.
- U. *Minimum Contract Value*: The Minimum Contract Value for the Agreement shall be \$25,000. The Contractor is guaranteed to receive the opportunity to submit a proposal for project(s) totaling at least \$25,000.00 during the Base Term of the Contract.
- V. *Non Pre-priced Task*: a task not included in the Construction Task Catalog® but within the general scope and intent of the Contract.
- W. *Normal Working Hours*: the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays.

- X. *Notice To Proceed Date*: the date contained on the Job Order which designates when the Contractor is authorized to begin Work.
- Y. *Option Term*: additional one (1) year periods for which the Contract can be extended by mutual agreement of the Contractor and the County. The Contract contains two (2) Option Terms.
- Z. *Other Than Normal Working Hours*: the hours of 5:01 p.m. to 6:59 a.m. Monday through Friday and any time Saturday, Sunday, and Holidays.
- AA. *Pre-priced Task*: a task included within the Construction Task Catalog® for which a Unit Price has been established.
- BB. *Progress Schedule*: a critical path or bar chart schedule submitted by the Contractor and subject to approval by the County showing the overall Job Order Completion Time and subdivided for each critical operation therein.
- CC. *Project*: collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Job Orders.
- DD. *Price Proposal*: the Contractor prepared document quoting a lump sum, fixed price for the completion of the Detailed Scope of Work referenced in the Request for Price Proposal.
- EE. *Price Proposal Package*: the Contractor prepared package that in addition to the Contractor's Price Proposal contains, when appropriate, a proposed Progress Schedule for completing the Work, drawings, sketches, permits, catalog cuts, technical data, samples, subcontractor information, and other such documentation as the County may require for a specific Job Order.
- FF. *Purchase Order*: the written obligation document under the Contract and referred to as a "Job Order" throughout the Contract Documents.
- GG. *Request for Price Proposal (RFPP)*: a written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work referenced therein.
- HH. *Schedule of Values*: the Contractor provided allocation of the Job Order Amount to various portions of the Work pertaining to a specific Job Order used as the basis for County's review of the Contractor's applications for payment.
- II. *Shop Drawings*: drawings, schedules, data, catalogue cuts, manufacturers' published recommendations, charts, bulletins, brochures, illustrations, circulars, roughing drawings or formulae distributed by Contractors, subcontractors, manufacturers, material men, or suppliers for use in installing Work.

- JJ. *Site*: the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the County.
- KK. *Specifications*: all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated in the Technical Specifications in the Contract Documents or any modification or supplement thereto.
- LL. *Subcontractor*: any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or his Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- MM. *Sub-subcontractor*: any person, firm or corporation, other than employees of the Subcontractor, who or which contracts with the Subcontractor or his Sub-subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Sub-subcontractor.
- NN. *Unit Price*: the price published in the Construction Task Catalog® for a specific task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the labor, equipment and materials costs to accomplish that specific task.
- OO. *Work*: the furnishing by Contractor of all labor, materials, equipment and other incidentals necessary or convenient for the completion of the Job Orders issued pursuant to the Agreement.

6.5 Contract Base Term and Optional Terms

- A. The Base Term shall be for one (1) year from the date of the execution of the Agreement. The Agreement may be renewed based upon on the same terms and conditions, other than Bid Adjustment Factors, at the expiration of the Base Term upon mutual agreement of the parties. The renewal may be for up to two (2) additional one (1) year periods (Option Terms). The total duration of the Agreement, inclusive of all Option Terms, shall not exceed three (3) years.
- B. Notice of intent to exercise an Option Term will be given to the Contractor in writing by the County, ninety (90) days before the expiration date of the current term. The Contractor shall then accept or reject the Option Term in writing to the County within thirty (30) days.

This notice will not be deemed to commit the County to exercise the Option Term, until such time as the County takes official action to commit to such a renewal.

6.6 Minimum Contract Values

- A. The Contractor is guaranteed to receive the opportunity to submit proposals for projects totaling at least \$25,000 during the Base Term. The County makes no additional guarantee as to amount of Work, other than the Minimum Contract Value.

6.7 Price Escalation/De-escalation

- A. Economic Price Adjustment: The Adjustment Factors may be updated annually after the first anniversary of the effective date of the Agreement to account for changes in construction costs, provided, the Contractor requests in writing, thirty (30) days prior to the anniversary of the Agreement, that the Adjustment Factors be updated. Such request shall be delivered to the County. In the event the Contractor fails to deliver the request timely, then the County will determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the County. The Contractor's Adjustment Factors will be adjusted according to the following:
 - i. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. February bid due date, Base Year Index is February of the prior year to January of the bid due date year).
 - ii. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. February bid due date, Current Year Index is February of the prior year to January of the current year).
 - iii. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 - ix. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
 - x. Averages shall be obtained by summing the 12-month indices and dividing by 12.

- xi. All calculations shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 - a. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 - b. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- B. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- C. If the Contractor submits a Price Proposal with outdated Adjustment Factors, then the Contractor waives its right to resubmit the Price Proposal using updated Adjustment Factors.
- D. The Contractor cannot delay submitting a Job Order Proposal to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- E. The Non Pre-priced Adjustment Factor shall remain fixed for the duration of the Contract.

6.8 Price Adjustments for Asphalt

- A. Due to the fluctuations in asphalt prices, adjustments (increases and decreases) for asphalt provided under the Contract will be allowed with the Contractor's Price Proposal.
- B. The VDOT Price Adjustment Index for Asphalt is set at cost per short ton for July 2022. This cost will become the basis for determining any future price adjustments to asphalt prices.
- C. The difference between this index and the current index will determine the amount of the adjustment. Current index is defined as the index published by VDOT at the time the Price Proposal is accepted by the County. This is with the understanding that the project will be started within the next thirty (30) calendar days. Should a delay to the start of the project occur that is not caused by the contractor, the published VDOT index at the time of the revised proposal request will be utilized, and any increase/decrease in the price proposal for asphalt will be made. Any delays caused by the contractor will **not** result in an adjustment to the asphalt adjustment.

The quantity of asphalt cement in the performance grade mix to which the adjustment will be applied will be the quantity utilized in the price adjustment items based on the percent of asphalt in the performance grade mix shown on the appropriate approved job mix formula.

Formula: $A = (B - C) / 2000 \times 5.616\#$

A= Price Adjustment

B= Current Asphalt VDOT Index

C= Base Asphalt VDOT Index in Contract (October 2019)

5.616#/SYI is based on asphalt design mix using 5.4%* of liquid asphalt and will be constant for all price adjustment calculations.

(*5.40% will be used for all levels of asphalt design mix)

- D. The value of the adjustment will be the line item total cost for asphalt material in the Contractor's Proposal multiplied by the percent increase/decrease of asphalt per VDOT Index multiplied by an Adjustment Factor of 1.0.
- E. This section only applies to items found in section 02612, 02616, 02617, 02620 and 02630 of the Construction Task Catalog (CTC).

6.9 Ordering Procedure

- A. Initiation of a Job Order - As a need arises or exists for performance by the Contractor; the County will notify the Contractor of a Project by issuing a notice of a Joint Scope Meeting. The Contractor shall be required to be available to attend a Joint Scope Meeting within forty-eight (48) hours from receipt of a notice of a Joint Scope Meeting (required response time shortened to two (2) hours in the event of an emergency. (See Section 3.8.B.)

The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:

- (1) the general Scope of the Work
- (2) methods and alternatives for accomplishing the Work and value engineering
- (3) access to the Site and protocol for admission/access
- (4) hours of construction operation
- (5) staging area
- (6) specific quality requirements for equipment and material
- (7) requirements for catalog cuts, technical data, samples, shop drawings and Incidental Design
- (8) the presence of hazardous materials
- (9) temporary services and shutoffs
- (10) safety issues/concerns/procedures
- (11) liquidated damages
- (12) construction duration
- (13) Date on which Price Proposal is due.

- B. Detailed Scope of Work (DSOW); Development and Issuance of a Request for a Price Proposal (RFPP) - Upon completion of the joint scoping process, the County shall draft a DSOW and compile, as necessary, any sketches, drawings, photographs, and Specifications required to adequately document the Project and potential Work. The DSOW, together with any sketches, drawings, photographs and Specifications, shall be forwarded to the Contractor. The Contractor will review the DSOW and may request/suggest changes or modifications. Subsequent to receiving Contractor input, the County shall issue a final DSOW and a Request for Price Proposal (RFPP). The Contractor will then be required to prepare a Price Proposal for the proposed Project and Work. The DSOW, unless modified by the County, will be the basis on which the Contractor develops its Price Proposal Package and the County will evaluate the same. The Contractor does not have the right to refuse to perform any task or Work in connection with a particular Project.

The RFPP will include at a minimum, the following information:

- (1) Master Agreement Number
 - (2) Job Order Number
 - (3) Project Location
 - (4) Brief Project Description
 - (5) Detailed Scope of Work
 - (6) Technical Drawings
 - (7) Price Proposal Due Date
- C. The County may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- D. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Price Proposal can be submitted on time.
- E. Preparation of the Price Proposal - Contractor will prepare its Price Proposals in accordance with the following:
- (1) **Pre-priced Tasks:** For Pre-priced Tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog® necessary to complete the DSOW.

(2) **Non Pre-priced Tasks:** Non Pre-priced Tasks shall be separately identified and submitted in the Price Proposal. Information in support of the Non Pre-priced Task shall include, but is not limited, to the following:

- a. Catalog cuts, specifications, technical data, drawings, or other information as required evaluating the task.
- b.
- c. All Non Pre-priced Tasks shall follow these procedures. If the Contractor performs the Work with its own forces, it shall submit three (3) independent quotes for all material to be installed and shall, to the extent possible, use pre-priced labor and equipment from the Construction Task Catalog®. If the Work is to be subcontracted, the Contractor shall submit three (3) independent bids from Subcontractors. The Contractor shall not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use. The County may require additional quotes and bids if the suppliers and Subcontractors are not acceptable or if the prices are deemed (in the sole judgment of the County) not to be reasonable. If three (3) quotes or bids for materials or subcontracted work cannot be obtained, the Contractor will provide in writing to the County, for County approval, the reason why three (3) quotes cannot be submitted. If the explanation is accepted by the County, the Contractor may provide less than three (3) quotes.
- d. The final price for Non Pre-priced Tasks shall be according to the following formula:

For Work Performed with the Contractor's Own Forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three (3) independent quotes for all materials.

Total for Non Pre-priced Tasks performed with Contractor's own forces = (A+B+C) x Non Pre-priced Task Adjustment Factor

For Work Performed by Subcontractors:

D = Lowest of three subcontractor quotes

Total for Non Pre-priced Tasks performed by Subcontractors= D x Non Pre-priced Task Adjustment Factor

- e. After the cost for a Non Pre-priced Task has been approved, the County may determine that such cost shall be fixed for all future Price Proposals and will not require three (3) quotes for price determination. The County reserves the right to request the Contractor provide current quotes for any Non Pre-priced Task approved previously.
- f. The County's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive.

F. Contractor's Price Proposal Package:

- (1) The Contractor's Price Proposal Package shall include, at a minimum:
 - a. Price Proposal (Detail and Summary)
 - b. Non Pre-priced Task Support (if applicable)
 - c. Catalog Cuts, Technical Data Or Samples
 - d. List Of Anticipated Subcontractors, Anticipated Subcontract Values
 - e. Proposed Progress Schedule
 - f. Certificates For Any Special Insurance Required
 - g. Sample Warranties Or Guarantees For Materials, Equipment Or Systems Proposed
- (2) The Contractor's Price Proposal Package shall be submitted by the date indicated on the RFPP. All incomplete Price Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Price Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven (7) and fourteen (14) days. On complex Job Orders, such as Job Orders requiring extensive approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the Price Proposal Package and will be so reflected in the Price Proposal Package due date entered on the RFPP.

- (3) The Contractor shall provide all Incidental Design services required in connection with a particular Job Order including drawings and information required for filing.
- (4) Contractor shall make all necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings and sketches, calculations and other documents and information that may be required thereof. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to any City, State or some other government or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task for which the County will reimburse the Contractor dollar for dollar (1:1, no markup). All County permit fees shall be waived. The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the Construction Task Catalog® for reimbursable fees. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.
- (5) To compensate the Contractor on for the JOC System License fee, all reimbursable tasks shall have an adjustment of 1.0101 applied.
- (6) In emergency situations that may include or entirely consist of minor maintenance and repair Job Orders requiring immediate completion, the Job Order Price Proposal Package may be required quickly and the due date will be so indicated on the RFPP or, as described in Section 6.9H, the Contractor may be directed to begin the Work immediately with the paperwork to follow.

G. Review of the Price Proposal Package and Issuance of a Job Order:

- (1) The County will evaluate (a) the entire Price Proposal and proposed tasks therein and compare these with the DSOW and any estimate the County may have prepared to determine the reasonableness of approach, including the nature and quantity of tasks proposed and the means and methods utilized, and; (b) all other components of the Price Proposal Package.
- (2) The County reserves the right to reject the Contractor's selection of Subcontractors on individual Job Orders. Failure to include the Subcontractor list in the Price Proposal Package submitted on each Job Order shall be cause for rejection of the Price Proposal as non-responsive.
- (3) The County reserves the right to reject a Price Proposal, or any other component of the Price Proposal Package, for any

reason. The County also reserves the right not to issue a Job Order if it is determined, in the sole judgment of the County, not to be in the County's best interest. The Contractor shall have no claim to recover any costs arising out of or related to the development of the Price Proposal Package including but not limited to the costs to attend the Joint Scope Meeting, review of the DSOW, all costs associated with preparing a Price Proposal (and any other component of the Price Proposal Package), any Subcontractor costs incurred, and the costs to review the Price Proposal with the County. The County may pursue the performance of such Work by other means.

- (4) By submitting a signed Price Proposal to the County, the Contractor agrees to accomplish the Work set forth in the Detailed Scope of Work in accordance with the Request for Price Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to delivering it to the County.
- (5) Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the price to be paid (Job Order Amount) and the Job Order Completion Time. All clauses of the JOC shall be applicable to each Job Order. Each Job Order shall be accepted by the Contractor and approved by the County. A signed copy of the Job Order will be provided to the Contractor. Each Job Order shall include, as a minimum, the following information:
 - a. Master Agreement Number
 - b. Job Order Number
 - c. Project Location
 - d. Brief Project Description
 - e. Referenced Detailed Scope of Work and RFPP
 - f. Supplemental Technical Specifications (if applicable)
 - g. Job Order Completion Time
 - h. Acceptance Signature Block for the Contractor
 - i. Approval Block for the County's Authorized Representative
 - j. Notice to Proceed (NTP) Date

- H. In the event that an emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin Work as directed, notwithstanding the absence of a fully developed Request for Price Proposal, DSOW, or Job Order. The Contractor shall be compensated

in accordance with the Construction Task Catalog® and Non Pre-priced Tasks as if the Work had been ordered under the standard ordering procedure.

- I. Each Job Order issued is subject to the Agreement's terms and conditions.
- J. Any Job Order may require the performance of Work at multiple Sites.
- K. Unless otherwise authorized in writing by the County, the Contractor shall make no change which will increase either the Job Order Completion Time or the Job Order Amount.

6.10 Existing Conditions

By executing a Job Order, the Contractor represents that it has visited the Project Site(s) and familiarized itself with the local conditions under which the Work is to be performed. The County does not undertake to represent or warrant Site or local conditions.

6.11 Measurements and Dimensions

By Ordering Material or doing Work which is dependent upon coordination with existing building conditions, the Contractor shall verify all dimensions, elevations, grades and pitch by taking measurements at the building or Site and shall be responsible for the correctness of the same.

6.12 Commencement and Prosecution of the Work

A. Timing

- (1) The Contractor must commence Work on the date set forth in the Job Order. Time being of the essence, the Contractor shall thereafter prosecute the Work diligently, using such means and methods of construction as will assure Final Completion within the Job Order Completion Time set forth in each Job Order.

B. Supervision/Superintendent

- (1) The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.
- (2) The Contractor shall keep on the Site, during the performance of all Work, a competent, foremen/superintendent who is fluent in English, and any necessary assistants, all satisfactory to the County. The Contractor's project manager/project lead (if different than the foremen/superintendent) must also be fluent in English. Neither the foremen/superintendent nor the project manager/project lead shall be changed for the length of a Job

Order Project, except with the prior consent of the County, unless he/she proves to be unsatisfactory to the Contractor and ceases to be in his employ. The on-site superintendent shall represent the Contractor and have authority to act for the Contractor.

C. Project/Contract Meetings

- (1) The Contractor and Subcontractors or their qualified representatives shall attend meetings with County's representatives, at a frequency as determined by the County, for the purpose of coordinating or expediting the Work.

6.13 Progress Schedules/Job Order Completion Time

- A. To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit with each Price Proposal a Progress Schedule, in bar chart or critical path method form, showing:
 - (1) The anticipated time of commencement and completion of each of the critical operations/subdivisions of the Work to be performed under the Job Order;
 - (2) The sequence and interrelationship of each of these operations/subdivisions with the others and with those of other related Job Orders (if any); and,
 - (3) The estimated time required for fabrication or delivery, or both, of critical materials and equipment required for the Work.
- B. Progress Schedules will be negotiated separately for each Job Order. The Contractor's proposed Progress Schedule shall be revised as necessary and as directed by the County, until finally approved by the County, and after such approval, shall be strictly adhered to by the Contractor.
- C. Each Job Order issued shall contain a Notice to Proceed Date (NTP) and a Job Order Completion Time stated in calendar days. The Applicability of Liquidated Damages will be determined on a Job Order by Job Order basis and be communicated on the Request for Price Proposal (RFPP) and the applicability stated on the Job Order. The amount of Liquidated Damages, if applicable, shall be per the schedule contained at Section 6.17.B herein. The Job Order Completion Time shall include Work to be performed by others under subcontract and provide ample time for anticipated inspections.
- D. If the Contractor fails to adhere to the approved Progress Schedule, he must promptly adopt such other or additional means and methods of construction as will make up the time lost and will assure Final Completion in accordance with such Progress Schedule.

- E. If the Job Order Completion Time is determined to be so short that a Progress Schedule is not necessary or useful (as solely determined by the County) the requirement to submit a Progress Schedule with the Price Proposal Package may be waived in its entirety. However, the Contractor will communicate a proposed Job Order Completion Time (in calendar days) with the submission of the Price Proposal Package.

6.14 Date for Completion

The Contractor must complete the Work within the Job Order Completion Time specified in each Job Order.

6.15 Determining Date of Final Completion

- A. Final inspection of the Work by the County shall be made within five (5) days after receipt of the Contractor's written request. The Work will be deemed finally complete as of the date of such inspection if, upon such inspection, the County determines that the Contractor has achieved Final Completion of the Job Order.
- B. However, if such inspection, in the sole opinion of the County, reveals items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection.

6.16 Delays

Time is of the essence. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The County has the right to extend the Job Order Completion Date if reasons appear, in the sole judgment of the County, to be valid. Contractor must keep the County advised at all times of the status of the Job Order Progress Schedule. Failure to achieve Final Completion within the Job Order Completion Time (without accepted reasons) or failure to meet Specifications, may result in assessment of Liquidated Damages (applicable on a Job Order By Job Order basis) and County's right to enforce other rights and remedies against Contractor as in 6.16 (B), and authorizes the Division of Procurement to purchase materials, equipment and services elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.17 Liquidated Damages

- A. The applicability of Liquidated Damages shall be determined on a Job Order by Job Order basis, at the sole discretion of the County, and at the time the Request for Price Proposal is issued by the County.
- B. If Liquidated Damages are deemed to apply to a specific Job Order, the County will assess the amount of Liquidated Damages set forth in the Schedule below, 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

SCHEDULE FOR LIQUIDATED DAMAGES

<u>Job Order Amount</u>	<u>Amount Per Calendar Day</u>
\$1.00 to \$25,000	\$100.00
\$25,001 to \$100,000	\$150.00
\$100,001 to \$500,000	\$250.00

- C. The applicability of the Liquidated Damages will be discussed with the Contractor at the Joint Scope Meeting and, if applicable, will be set forth thereafter in the Request for Price Proposal and in the Job Order. In the event the Contractor fails to complete the Work within the Job Order Completion Time, or if the Contractor, in the sole judgment of the County, has abandoned the Work, the Contractor must pay to the County the sum fixed in the table immediately above for each and every calendar Day that the time consumed in completing the Work exceeds the Job Order Completion Time, which said sum, in view of the difficulty of accurately ascertaining the loss which the County will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the Liquidated Damages that the County will suffer by reason of such delay, and not as penalty.
- D. Liquidated Damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the County's right to indemnification under Section 6.23, or the Contractor's obligation to indemnify the County, or to any other remedy provided for by Agreement or by law.
- E. The County will deduct and retain out of the monies which may become due hereunder, the amount of any such Liquidated Damages; and in case the amount which may become due hereunder shall be less than the amount of Liquidated Damages suffered by the County, the Contractor shall be liable to pay the difference upon demand by the County.
- F. The Contractor hereby waives any defense as to the validity of any Liquidated Damages stated herein as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

6.18 Time Extensions for Weather

- A. The Job Order Completion Time applicable to each Job Order will not be extended due to inclement weather conditions that are normal to the general locality of Work Site. The Job Order Completion Time applicable to each Job Order includes an allowance for workdays

(based on a five (5) day workweek) which, according to historical data, may not be suitable for construction work.

- B. The following is the schedule of monthly anticipated normal inclement weather workdays for the Project location (applicable to each and every Job Order) and will constitute the base line for monthly weather time extension evaluations.

ANTICIPATED NORMAL INCLEMENT WEATHER WORK-DAYS INCLUDED IN THE CONTRACT TIME OF PERFORMANCE											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	7	7	7	9	7	7	7	6	6	6	7

- C. The Contractor, in his planning and scheduling of the Work as required by the Contract Documents, shall allow for the normal inclement weather for the locality of the Work Site. If the Contractor believes that the progress of the Work has been adversely affected and that it will directly result in a failure to achieve Final Completion within the Job Order Completion Time, as a result of weather conditions above and beyond the amount normally expected, he shall submit a written request to the County for an extension of the Job Order Completion Date.
- D. The Contractor shall not be entitled to any money damages whatsoever for any delays resulting from inclement weather, whether normal or abnormal, foreseeable or unforeseeable. The Contractor and County stipulate and agree that for delays due to weather the Contractor's sole relief is a time extension granted in accordance with this Section 6.18 Time Extensions for Weather.

6.19 Changes in the Work

A. County's Right to Make Changes

- (1) The County, without invalidating the Agreement, may at any time change the Detailed Scope of Work referenced in a Job Order by ordering additions to, deletions from, or modifications to the Work. The original Job Order will remain the same and a supplemental Job Order will be developed in accordance with the Ordering Procedure (Section 6.9) for developing all Job Orders set forth in the Agreement. The Contractor hereby expressly agrees that the Contractor shall have no right to a claim for damages or extended overhead because of changes made by the County. All such changes shall be performed under the conditions of the original Job

Order and the underlying Agreement, except that any claim for extension of Job Order Completion Time caused thereby shall be adjusted at the time of signing of the Supplemental Job Order. All such changes in the Detailed Scope of Work shall be authorized only by a Supplemental Job Order signed by the County.

B. Cost to the County for Changes

The cost or credit to the County resulting from a change in the Detailed Scope of Work shall be calculated in accordance with the Ordering Procedure (Section 6.9) for developing all Job Orders set forth in the Agreement.

6.20 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.

6.21 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 renewal.

6.22 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor shall, during the continuance of all work under the Contract provide, and require that its subcontractors provide, the following:

1. Maintain Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its

employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. The Contractor agrees to maintain Comprehensive General Liability insurance to protect the Contractor, its subcontractors, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

4. Builder's Risk Policy:

The Contractor shall provide Builder's Risk and Fire and Extended Coverage insurance to protect the County and Contractor and subcontractors. Such insurable value shall reflect any increases to the Contract amount through Change Orders. Policy to be in Builder's Risk Completed Value forms, including the following:

a. Policies shall be written to include the names of Contractors and County and the words "as their interest may appear";

b. All insurance shall be in effect on or before the date when construction work is to commence; and

c. All insurance shall be maintained in full force and effect until the final acceptance of the project by the County.

5. The Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents. This insurance shall include the interests of the County, the Contractor and subcontractors.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying policies for lesser limits

with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A: Statutory

Coverage B: \$100,000

2. General Liability:

Per Occurrence: \$1,000,000

Personal/Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Products/Completed Operations: \$2,000,000

Fire Damage Legal Liability: \$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit: \$1,000,000

4. Builders' Risk: 100% of Value*

*100% of the insurable value of the Contract. Insurable value does not include site acquisition, site work, grading, infrastructure etc.

5. Boiler & Machinery: (If applicable) \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of five (5) years after final payment for the Contract. This certificate shall

- evidence a "retroactive date" no later than the beginning of the Contractor's or subcontractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 3.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 4.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will secure and maintain all insurance certificates of its subcontractors which shall be made available to the County on demand.
 - c. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - d. Any certificates provided shall indicate the Contract name and number.
 5. The County, its officers and employees shall be endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
 6. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not

relieve the Contractor and all subcontractors of their liabilities provisions of the Contract.

- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- F. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- G. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- H. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- I. Any loss insured under subparagraph 6.22.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause. The Contractor shall pay each subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his sub-subcontractors in similar manner.
- J. When the County finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall commence with a mutual agreement between the County and Contractor. The insurance company or companies providing the property insurance recognize this contingency and shall provide evidence of such endorsement prior to commencement of work. This insurance shall not be canceled or lapsed for the unoccupied part of the building on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- K. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

- L. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.23 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.24 Safety

All Contractors and subcontractors performing services for the are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.25 Material Safety Data Sheet

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.26 Responsibilities

The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence. Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others. Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of construction thereof which theretofore may have been accepted.

6.27 Work Standards

All Work performed by the Contractor shall meet the standards set forth by the Technical Specifications and all other applicable regulations, codes (federal, state and local), directives, equipment specifications and manufacturer's instructions and recommendations inclusive of equipment

or vehicles, supplies, parts or materials utilized to provide the required Work.

6.28 Incidental Design Services

- A. The Detailed Scopes of Work under this Contract may, on occasion, require the Contractor to provide Incidental Design services. Examples of Incidental Design include abbreviated drawings, sketches, calculations, shop drawings, modified or supplemental Technical Specifications, and as-built drawings. Accordingly, the Contractor shall:
- (1) Ensure that any Incidental Designs meet all applicable Local, State and Federal (when applicable) regulations or codes and conform strictly to the guidelines and criteria outlined in the Technical Specifications. In case of uncertainty of detail, procedure or conflict, the Contractor shall request additional instruction from the County. The Contractor is responsible for producing competent, properly coordinated and thorough Incidental Design documents.
 - (2) Visit all Sites of proposed Work, making the measurements necessary to delineate the extent, character and type of Work required at the Project Sites.
 - (3) The Contractor shall bear all costs for such development of said Incidental Design documents.

6.29 As-Built Drawings, Shop Drawings and Samples

The Contractor shall review, approve and submit to the County all As-Built Drawings, Shop Drawings, Product Data and Samples required by and identified as part of the Detailed Scope of Work for approval. The Work shall be in accordance with approved submittals. All As-Built and Shop Drawings shall be provided in a media acceptable to the County.

6.30 Detailed Scope of Work (Including any Drawings) at the Site

The Contractor shall keep at the Site one copy of all Job Orders, Detailed Scopes of Work and associated drawings and applicable Specifications in good order and available to the County at the Site.

6.31 Permits

- A. It shall be the responsibility of the Contractor(s) to comply with County ordinances by securing the necessary County permits and to be responsible for obtaining any and all other necessary licenses and permits, and for complying with any applicable federal, state, local or municipal laws, codes or regulations in connection with the prosecution of the Work.
- B. The County shall waive any fees involved in securing permits within the County's jurisdiction. Any actual fees paid by the Contractor to any

other governmental entity for permitting will be treated as a reimbursable task for which the County will reimburse the Contractor dollar for dollar (1:1, no markup). The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the Construction Task Catalog® for reimbursable fees. To compensate the Contractor for the JOC System License fee, all reimbursable tasks shall have an adjustment of 1.0101 applied. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.

6.32 Notice of Required Disability Legislation Compliance

Loudoun County government 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.

6.33 Ethics in Public Contracting

The provisions contained in Sections 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.

6.34 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.

6.35 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 purpose 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.

6.36 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.37 Immigration Reform and Control Act of 1986

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.

6.38 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.

6.39 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

6.40 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.41 Workmanship, Inspection and Employee Conduct

A. All work under this Agreement shall be performed in a skillful and workmanlike manner. In the event the Consultant provides services that do not conform to the Contract Documents, the Consultant will re-perform such services at no additional cost to the County. The Consultant will be given an opportunity to correct the deficiencies in work. If the deficiency persists beyond thirty (30) days, the County may exercise its rights to terminate the Agreement pursuant to Section 6.59 of this RFP; provided, however, that if the Consultant is diligently pursuing a correction, the County may extend the time for the Consultant to cure the deficiency.

Additionally, the County may, from time to time, make inspections of the work performed under the resulting Agreement. Any inspection by the County does not relieve the Consultant of any responsibility in meeting the resulting Agreement requirements, and shall not constitute approval or acceptance of any work or deliverable.

- B. The Consultant and its employees shall be professional and courteous at all times. The County reserves the right to require the Consultant to remove any Consultant employee from County service who the County deems unfit for service for any reason, not contrary to law. The County will provide written notice to the Consultant identifying the employee(s) to be removed and the date by which they must be removed from the project. The Consultant shall provide an approved replacement within thirty (30) days after such notice. This right is non-negotiable and the Consultant agrees to this condition by accepting the resulting Agreement. The parties agree to work in good faith to address impacts to the project schedule as a result of the removal of project personnel.
- C. The Consultant shall provide all of its employees working at County sites with photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Consultant MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.42 Guarantee

The Contractor shall be required, at its expense, to correct any Work that is found not to be in conformance with the Contract Documents or due to faulty materials or installation which may occur for a period of one (1) year from the date of completed construction. The Contractor shall, at no expense to the County, replace any defective materials during the period of guarantee. The Contractor shall correct such Work within five (5) working days after written notice from the County.

6.43 Warranty

Contractor warrants to County that the construction, including all materials and equipment furnished as part of this Project, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free of defects in materials and workmanship.

6.44 Cleaning Up

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or Work. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator. At the completion of the Work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave

his Work "broom-clean" or its equivalent, unless more exactly specified in the Detailed Scope of Work.

6.45 Use of the Premises

The Contractor shall confine his plant, his apparatus, the staging and storage of materials, the operations of his forces and the Work to limits indicated by law, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the Work to be loaded with weight that will endanger its safety. The Contractor shall enforce the County's instructions regarding signs, advertisements, fires and smoking.

6.46 Debris Removal

A. Debris, rubbish, hazardous waste and non-usable material resulting from the Work under the Contract, to which County does not claim a further interest, shall be disposed of off-site by the Contractor.

(1) Non-hazardous waste - shall be disposed of at the Loudoun County Landfill (wet dirt will be disposed of at a County controlled location adjacent to the Loudoun County Landfill) and all tipping fees shall be waived. The Contractor is responsible for requesting the Loudoun County Landfill tipping fee waiver documentation in advance. The primary waste disposal method to be utilized by the Contractor shall be hauling by truck (see paragraph C. below).

a. In the event that debris cannot be disposed of at the Loudoun County Landfill, the Contractor shall include in his Price Proposal all appropriate waste disposal line items to cover transportation and disposal of said waste at an alternate landfill.

b. In the event that Loudoun County Landfill tipping fees cannot be waived, the Contractor shall include in his Price Proposal all appropriate waste disposal line items to cover disposal of said waste.

(2) Hazardous waste - shall be disposed of in accordance with all applicable local, state and federal laws and regulations and related manifest documentation provided to the County. The Contractor will dispose of said waste at a properly licensed/regulated landfill or disposal facility. The Contractor shall include in his Price Proposal all appropriate hazardous material disposal line items to cover transportation and disposal of said waste.

B. At no time shall the contractor utilize County dumpsters for debris disposal without prior County approval.

- C. Dumpsters as a means of debris disposal shall only be used by the Contractor with prior written approval of the County. The specific Site location for any dumpster also requires approval by the County prior to placement. If dumpster usage is approved, the Contractor shall include the applicable task from the Construction Task Catalog® in its Price Proposal.

6.47 Contract and Subcontractor Identification Badges

All Contractor and Subcontractor employees working at the Site are required to wear a company supplied photo ID badge. Badges must be clearly visible when worn. The size and content of the badges must be approved by the County at the start of the Contract.

6.48 Material Storage

The County will provide limited storage space at the Site in the Work area. Contractor assumes full, complete and non-delegable responsibility for the security of the equipment so stored. The Contractor assumes full, complete and non-delegable responsibility for determining that the material stored in this area will not overload the floor system. Any damage to the structure as a result of the Contractor overloading the floor shall be repaired by the Contractor at no cost to the County.

6.49 Indoor Air Quality

Frequently, the buildings in which Work is to be performed will be in use and occupied during construction. The Contractor shall schedule Work and provide temporary ventilation and/or isolation to ensure that fumes from welding, other construction tasks and out-gassing from construction materials do not migrate to occupied areas.

6.50 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit progress payments and invoices in duplicate at the end of each calendar month, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables for the period of time being billed.

Invoices shall be submitted to the "Bill To" address listed on each Job Order (each department/division of the County utilizing this contract may have their own "Bill To" address).

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment, less retainage if applicable, within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the

interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.51 Construction Contract Retainages

The applicability of Contract retainages shall be determined on a Job Order by Job Order basis, at the sole discretion of the County, and at the time the Request for Price Proposal is issued by the County.

The Contractor shall be paid at least 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.

6.52 Escrow Account for Retained Funds

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

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

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

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

6.53 Payments to Subcontractor

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one-percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.54 Construction Contract Performance and Payment Bonds

Within fifteen (15) calendar days after the effective date of the 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 the amount of \$500,000; 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 the amount of \$500,000.
- 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. The condition of the bonds is that if the Contractor shall in every respect discharge itself from its obligations under the Agreement, which Agreement is to be incorporated into the bonds by reference, then the bonds shall be void; otherwise, the bonds shall remain in full force and effect until released by the County.
- E. Surety shall expressly WAIVE any right to receive notice, review, approve any revisions to the plans, profiles, and specifications referred to in the Agreement and no such revision shall in any way affect the obligation of the Surety under the bonds.
- F. Surety shall be deemed to consent to any extension of time granted to Contractor to permit performance of the obligations of the Agreement, whether or not Surety receives notice of such extension of time, and the liability of Surety under the bonds shall not be discharged or affected by any such extension of time.
- G. 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.
- H. A prime 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.

6.55 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.

6.56 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.57 County's Right to Carry Out Work

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written Notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, rectify such deficiencies as outlined in Section 6.56 County's Right to Perform Work and to Award Separate Contracts. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any Architect/Engineer ("A/E") additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.
- B. Neither the County nor the A/E nor their officers, agents, assigns or employees are in any way liable or accountable to the Contractor or its surety for the method by which work performed by the County, or at the County's direction, or any portion thereof, is accomplished or for price paid therefore. Notwithstanding the County's right to carry out a portion of the Work, maintenance and protection of the Work remains the Contractor's and Surety's responsibility as provided for in the Performance Bond and Guarantee of Contractor.

6.58 County's Right to Perform and Award Separate Contracts

- A. The County reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site.
- B. When separate contracts are awarded for different portions of the Project or other Work on the site, the term Contractor in the Contract

Documents in each case shall mean and Contractor who executes each separate Agreement.

The County reserves the right to perform Work related to any Job Order with its own forces and to award separate contracts in connection with other portions of any Job Order or other Work on the Site under these or similar Conditions of the Contract. The Contractor shall afford other Contractors working on the same Site reasonable opportunity for the introduction and storage of the other Contractor's materials and the execution of the other Contractor's Work. The Contractor shall properly regulate, schedule, connect, and coordinate his Work with any other Contractors on Site.

6.59 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which case the parties will negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.60 Claims and Disputes Procedure

A. Notice of Claim

No claim shall be made under this Contract until and unless the Contractor has failed to obtain a Change Order pursuant to previous section of this Article, except for a claim based upon a Notice of Termination. The Contractor shall give the County written Notice of its intent to file a claim within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the Work upon which the claim is to be based, or the rejection of its Proposed

Change Order, or upon receipt of a Notice of Termination, whichever is earlier.

No claim shall be allowed and no amounts paid for any and all costs incurred if Notice of intent to file a claim is not given to the County as herein provided.

B. Claim Submission and Review Process

- (1) The **complete** written claim, with all supporting documentation, shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment or receipt of the Notice of Termination, whichever is earlier ("60-Day Claim Submission Period"). No additional documentation or arguments in support of a claim will be considered if not submitted within the 60-Day Claim Submission Period. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Contractor within sixty (60) days of the expiration of the 60-Day Claim Submission Period.
- (2) The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days of receipt of the Purchasing Agent's decision by submitting a written letter of appeal to the County Administrator. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.
- (3) A failure by the Purchasing Agent or the County Administrator to render a decision within the time periods set forth above shall be deemed a denial of the claim and shall not result in the Contractor being awarded the relief claimed. The sole remedy for the County's failure to render a decision as set forth above shall be the Contractor's right to institute legal action. No litigation shall be instituted prior to the exhaustion of the claim submission and review process set forth in this 6.60. The Contractor may not introduce factual matters in such litigation that were not part of Contractor's submitted claim under this 6.60 claims process. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.61 Severability

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

6.62 Governing Law/Forum

This Agreement 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 appropriate court in the County of Loudoun, Virginia or in 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 or the United States District Court for the Eastern District of Virginia in Alexandria. 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.

6.63 Computer & Communications Equipment Requirements

- A. The Contractor will be required to maintain a minimum of one (1) computer system that complies with the minimum Specifications listed below.
 - (1) A 1.0 GHz processor, 512MB of RAM, 40 GB Hard drive, Microsoft Windows 2000 or later operating system
 - (2) A Laser Printer
 - (3) A broadband internet connection
- B. The Gordian Group will furnish software to the Contractor for use as a tool to assist with expedient preparation of Price Proposals in response to County needs. The Contractor will be able to and shall access said software over the internet. Said software will contain an electronic version (copy) of the Construction Task Catalog®, in which the Contractor can locate and select desired items from the Construction Task Catalog®. Once the desired items are selected, the software provides for selection of quantities and based on the selected quantities, will extend and total the price for each Price Proposal. The software will permit introduction of Non Pre-priced Tasks and the application of the Contractor's Adjustment Factors.
- C. The Gordian Group furnished software is protected by third party copyrights and patents; therefore, the Contractor must observe all restrictions and limitations of the use of such software.

6.64 Conflict within the Construction Documents

- A. In the event of conflicting provisions within the Contract Documents, the following order of precedence shall apply for resolution of the conflict:
 - (1) The Agreement (as executed)
 - (2) The Contract Terms and Conditions as contained herein
 - (3) The Detailed Scope (and all references therein) of Work applicable to each Job Order.
 - (4) The remaining components of the IFB (including all attachments) in the order they are listed in Section 6.2.

6.65 Water

A. The Contractor may on occasion need water to perform the work.

(1) In the event the Work is performed in an area served by a public water system (i.e., the Loudoun County Sanitation Authority) the Contractor will arrange for the water usage to be metered and the County will reimburse the Contractor. The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the Construction Task Catalog® for reimbursable fees and apply an Adjustment Factor of 1.0101.

(2) In the event the Work is performed in an area not served by a public water system, the Contractor shall furnish the water and any related hauling and use the appropriate line items from the Construction Task Catalog® in its Price Proposal

6.66 Ingress/Egress, Staging and Site Restoration

A. Ingress and egress shall be limited to designated easements of record and/or through written agreements with individual property owners. The County will direct this process and access details will be included in the Detailed Scope of Work associated with each specific Job Order.

B. The parking and/or staging of Contractor vehicles, equipment, materials, etc., shall be limited to:

(1) Designated easements of record;

(2) Areas secured through written agreements with property owners;

(3) Designated parking areas subject to the laws of the City, County and the Commonwealth, as applicable.

C. The Contractor is expected to display the utmost respect for the citizens of the County and their property during performance of the Work. All properties affected by the Work shall be restored, as nearly as possible, to their original condition unless directed otherwise by the County.

6.67 Licensure

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, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.68 Authority to Transact Business in Virginia:

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 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.

6.69 Criminal Background Checks

The Contractor shall submit the names, social security numbers, and other information of its employees when requested. This information will only be used by Loudoun County to obtain nation-wide criminal background checks when the County, in its sole discretion, determines it necessary for reasons of security or confidentiality. When this occurs, the Contractor shall not send any workers to the job site whose information has not been provided for the County's background check. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the project manager. These background checks when requested will be performed at the County's expense.

6.70 County's Right to Stop Work

If the Contractor fails to correct defective Work as required herein or persistently fails to carry out the Work in accordance with the Contract Documents, the County, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

6.71 Notices

All notices and other communications hereunder 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:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Purchasing Agent

If sent via (a) or (b)

1 Harrison Street, S. E.
Leesburg, VA 20175

If sent via (c)
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.

6.72 Counterparts

This Contract and any amendments or renewals 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.

6.73 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in termination of the Agreement.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

6.74 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.75 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.76 JOC Software and System License

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software Applications, construction cost data, and Construction Task Catalog®, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposal Packages, subcontractor lists, and other requirements specified by the County. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a one-percent (1%) JOC System License Fee (License Fee) on all Job Orders issued to obtain access to the Gordian JOC Solution™.** The License Fee is to be included in the Contractor's Adjustment Factors.

6.77 Self Performance

The bidder shall self-perform, with its own organization, fifty percent (50%) of the value of the work on an annual basis throughout the life of the contract. Self-performance is defined as:

- Tradesman and/or craftsman, employed by the bidder, actually performing the work.
- Equipment operators, employed by the bidder, actually performing the work to include the cost of equipment owned by the bidder or the cost of equipment that the bidder has under a long term lease. Long term is defined as six months or more.

Self-Performance does not include overhead, profit, or labor associated with Project Management. This requirement shall be documented in each job order prepared in the Gordian Groups JOC Contract management software.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Preparation and Submission of Bids

- 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.
- Pricing must be submitted on IFB pricing form only. Include other information, as requested or required.
- 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.
- All bids shall be signed in ink by the individual or authorized principals of the firm.
- All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date specified on the cover of this IFB. Atomic 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 shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- 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:
Loudoun County 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/219348725>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (408) 650-3123

One-touch: <tel:+14086503123,,219348725#>

Access Code: 219-348-725

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

7.2 Bidder Organization Requirements

The Bidder is defined as the single legal entity who will execute the Contract with the County. Regardless of the Bidders organization such as a corporation, limited liability company, general partnership, joint venture, limited partnership or other form of organization, Bidder shall at the due date of the bids, satisfy the requirements of the Virginia State Corporate Commission (SCC) as identified in these contract documents and possess a valid Federal Tax Identification number. Bids with multiple signatures from multiple firms will not be accepted.

If a Joint Venture submits a bid, a Joint Venture Agreement, signed by individuals authorized to bind each member of the Joint Venture into contracts or agreements, must be included in the bid and this Agreement is subject to approval by the Loudoun County Office of the County Attorney prior to contract award. If the Joint Venture Agreement is not provided in the bid or is not approved by the Loudoun County Office of the County Attorney, the bid may be rejected as non-responsive and or non-responsible. Each member of the Joint Venture should submit a Proof of Authority to Transact Business in Virginia form that is contained in this IFB.

7.3 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted 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. May 20, 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.

7.4 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract 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 Contract 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.

7.5 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. "Discount from list" bids are not acceptable unless requested.

7.6 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.

7.7 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 will 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 a "manager" must sign if so specified by the articles or 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.

7.8 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 (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

7.9 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.10 Late Bids

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

7.11 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.

7.12 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.

7.13 Vendor/Contractor 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 County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

7.14 Antitrust Violations

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

7.15 Basis for Award

Contract award may be made to one (1) or more firms, with a maximum of three (3). Contract award will be made to the lowest responsive and responsible bidder based on the Award Criteria Figure. If the County so elects,

subsequent contracts may be awarded to the responsive and responsible bidders with the second and third lowest Award Criteria Figure.

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.

7.16 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.

7.17 Notice of Award

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

7.18 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.19 Construction Contract Bid Security

Bid security is required for this Contract. 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 \$25,000. When the Invitation for Bid requires security, non-compliance 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.

7.20 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.

7.21 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.

7.22 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 County Administrator.

7.23 Acknowledgement of Contract

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

7.24 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>.

7.25 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.

7.26 Unit Price (Adjustment Factors)

In case of errors in extension of adjustment factors, individual adjustment factors shall govern.

7.27 Condition of Bidding

If required the Contractor agrees to execute and deliver the County-Contractor Agreement on the following pages, in the prescribed form, within ten (10) days of notice of award from the County.

7.28 Legal Action

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



Loudoun County, Virginia

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

8.0 Miscellaneous Bid Information Form, Bid Form and Other Forms to Be Executed and Submitted By Bidder

Miscellaneous Bid Information Form For Job Order Contract (JOC) for Paving, Surfacing, & Sitework

(Insert Company Name Above)

- A. 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 (7.24): | _____ |
| 2. Certificate of Insurance (7.25): | _____ |
| 3. Addenda, if any (Informality): | _____ |
| 4. One (1) electronic copy on USB Flash drive | _____ |

- B. 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 bids (7.3).

ITEM: INCLUDED: (X)

- | | |
|---|----------------------|
| 1. Addenda, if any: | _____ |
| 2. Payment Terms: | ___net 30 or___other |
| 3. Proof of Authority to Transact Business
in Virginia Form: | _____ |

- 4. Bid Bond (7.19): _____
- 5. The Bid Information Form & Bid Form and Other Forms _____
- 6. Minimum Qualifications to include (Section 5.0):
 - a. Debarment History, if required (5.1) _____
 - b. References (5.2) _____
 - c. Self-Performance (50%) of the Work (5.3) _____
(Provide a written statement in your bid confirming
your firm's ability to meet this requirement _____)
 - d. Location of Contractor's full service office
within forty (40) miles of the Loudoun County
Government Center (5.4) _____
 - (1) Distance in Miles: _____
 - (2) Address: _____
 - e. Virginia Contractor Class A license, (5.5): _____
(Include copy of Class A Contractor License certificate in bid.)
 - f. Bonding verification Letter (5.6) _____
- 7. Joint Venture Agreement (7.2) _____
(If required) _____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Name of person authorized to bind the Firm (7.7): _____

Signature: _____ Date: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents 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.

Bid Form

In compliance with the Invitation for Bid listed immediately below, the undersigned hereby offers and agrees to furnish all labor, equipment and materials and perform all Work for:

Job Order Contract (JOC) for General Construction Work

In strict accordance with the Contract Documents for the consideration of the amounts listed on the attached Schedule of Prices. The undersigned further agrees that, upon written acceptance of this Bid, mailed or otherwise furnished within ninety (90) calendar days after the date of receipt of Bids, he will, within fifteen (15) calendar days after notification of award, execute the County-Contractor Agreement and furnish performance and payment bonds in a form satisfactory to the County with good and sufficient surety or sureties and deliver certificate(s) of insurance in full compliance with the Contract Documents.

SCHEDULE OF PRICES

The Bidder shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Bid being deemed non-responsive.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	=Extended Total
1.	Normal Working Hours Adjustment Factor	__ . __ _ _ _	X 0.70	= __ . __ _ _ _
2.	Other Than Normal Working Hours Adjustment Factor	__ . __ _ _ _	X 0.20	= __ . __ _ _ _
3.	Non Pre-priced Task Adjustment Factor	__ . __ _ _ _	X 0.10	= __ . __ _ _ _
4.	Sum the Extended Total column. The Sum is the Award Criteria Figure.			= __ . __ _ _ _

Notes to Bidder:

1. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is

0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

2. **The Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the Normal Working Hours Adjustment Factor.**
3. **The Non Pre-priced Task Adjustment Factor shall not be less than 1.0500 and not higher than 1.2500.**
4. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.
5. The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Adjustment Factors written above.

Bidder shall make no alterations, changes, or exclusions to the Bid Form or its phraseology. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind. All blank spaces shall be completed.

The Contractor acknowledges receipt of the following Addenda to the IFB (Give Addendum number, number of pages and date of each Addendum):

Addendum Number____, _____ pages, dated_____

Addendum Number____, _____ pages, dated_____

Addendum Number____, _____ pages, dated_____

Addendum Number____, _____ pages, dated_____

Failure to acknowledge receipt of all Addenda may cause the Bid to be considered non-responsive to the IFB, which would require rejection of the Bid.

Name of person authorized to bind the Contractor:_____

Signature:_____Date:_____

Name of Company: _____

Address:_____

By signing and submitting a bid, Contractor acknowledges and agrees that it has read and understands the IFB documents and agrees to the Terms and Conditions as contained herein and that Contractor 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

Self-Performance Explanation/Approach

(Insert Company Name Above)

In the space provided below, explain how you will comply with the requirement to self-perform fifty-percent (50%) of the value of the Work. For example: list the trades that you typically self-perform; provide information on full-time employees by trade/craft/category that you anticipate utilizing in the performance of the Work; provide examples of equipment you own or lease that employees operate; etc. *Please limit your explanation/approach to the two (2) page space provided*

Self-Performance Explanation/Approach (Continued)

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 503782

☐ 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 503782

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 • Procurement •
PO Box 7000 • Leesburg, VA 20177**

ATTACHMENT 3:
COUNTY - CONTRACTOR AGREEMENT

Job Order Contract (JOC) for General Construction Work

THIS AGREEMENT for a Job Order Contract (JOC or Contract) for General Construction Work, effective this _____ day of _____, 2022, is by and between the **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "County" or the "Owner"), 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.

Article 1
CONTRACT DOCUMENTS

- 1.1 This Agreement including the Contract Documents specified below, in their entirety, comprise the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated herein.
- 1.2 The Contract Documents consist of:
 - A. Written Modifications to the Agreement, signed by both parties, issued after the Agreement has been executed
 - B. This Agreement
 - C. The County's Invitation for Bid (IFB) No. RFQ 503782 (which includes the Contract Terms and Conditions), including any Addenda
 - D. IFB Attachment 1- The Construction Task Catalog®
 - E. IFB Attachment 2- The Technical Specifications
 - F. The Contractor's bid submission (all parts)
 - G. Notice of Award
 - H. Performance and Labor and Material Payment Bonds and Insurance Certificates provided
 - I. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work (including and referenced supplemental Specifications and/or drawings) issued under the Contract
 - J. The Contractor's Price Proposals submitted under the Contract; and

The documents listed in Section 1.2 is in order of precedence should a discrepancy amongst the Contract Documents arise.

Article 2
STATEMENT OF WORK

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work for each Project, as required by the Contract Documents.

Article 3
CONTRACTOR

- 3.1 The Contractor is an independent Contractor and nothing in this Agreement shall be construed as implying the relationship of principal and agent or employer and employee between the County and Contractor, the Contractor's employees or designees. The independent Contractor shall exercise daily control over its employees' activities.

Article 4
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Base Term of the Contract is one (1) year from the date of the execution of this Agreement. The Contract may be renewed based upon on the same terms and conditions, other than Bid Adjustment Factors, at the expiration of the Base Term upon mutual agreement of the parties. The renewal may be for up to two (2) additional one-year periods (Option Terms). The total duration of this Contract, inclusive of all Option Terms shall not exceed three (3) years.
- 4.2 The Contractor shall commence the Work promptly upon the date established in each Job Order under the Contract; and, the Work shall progress with diligence and in the order which may be reasonably required.
- 4.3 Time is of the essence. The Contractor agrees to achieve Final Completion of the Work within the time specified in each Job Order (therein designated as the Job Order Completion Time).
- 4.4 The amount of Liquidated Damages, if any, shall be assessed on a Job Order by Job Order basis pursuant to Contract Terms and Conditions contained in the IFB. This provision for Liquidated Damages does not bar 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.

- 4.5 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 5
CONTRACT SUM

- 5.1 Contractor acknowledges the Contract is an indefinite-quantity contract for the improvement, alteration, repair and construction of other real property with the Contractor being guaranteed to receive the opportunity to submit a proposal for a project(s) totaling at least \$25,000.00 during the Base Term of the Contract.
- 5.2 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 agrees to pay, and the Contractor agrees to accept as full payment, the Job Order Amount stated on each Job Order issued under the Contract in consideration of the due fulfillment of the conditions of the Contract.
- 5.3 Contractor shall self-perform, with its own organization, fifty-percent (50%) of the value of the work on an annual basis throughout the life of the contract.
- 5.4 The Contractor shall perform the tasks required by each individual Job Order issued pursuant to this Contract using the following Adjustment Factors:

- A. **Normal Working Hours Adjustment Factor:** The Contractor shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Normal Working Hours (7:00 a.m. - 5:00 p.m. Monday through Friday, except Holidays) for the Unit Prices specified in the Construction Task Catalog® multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

	.				

(Specify to four decimal places)

- B. **Other Than Normal Working Hours Adjustment Factor:** The Contractor shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday and any time Saturday, Sunday, and

Holidays) for the Unit Prices specified in the Construction Task Catalog® multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

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(Specify to four decimal places)

C. **Non Pre-priced Adjustment Factor:** The Contractor shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order to work deemed not to be included in the Construction Task Catalog® but within the general scope of the work.

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(Specify to four decimal places)

Article 6
PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on or about the last day of every month during the performance of the Work the Contractor will deliver to the County an application for Payment for the Work for the preceding thirty (30) days in accordance with the provisions of the Contract Terms and Conditions. Each Job Order will be invoiced separately by the Contractor. 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 Contract Terms and Conditions.

Article 7
IMMIGRATION REFORM AND CONTROL ACT OF 1986

7.1 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 8
NON-DISCRIMINATION

8.1. During the performance of this Contract, the Contractor agrees as follows:
A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin,

age, disability, 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.
- 8.2. 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.

Article 9

DRUG-FREE WORKPLACE

- 9.1 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 purpose 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.

Article 10
OTHER REQUIREMENTS

- 10.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Bid Bond and Certification of Insurance as required by the Contract Documents.
- 10.2 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.
- 10.3 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 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.

Article 11
ENTIRE AGREEMENT AND SEVERABILITY

- 11.1 This Agreement including the Contract Documents represents the entire and integrated contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or changed only by a 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 his benefit, and to enforcement thereof.
- 11.2 In the event that any provision of this Agreement shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement 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 12
GOVERNING LAW/FORUM

- 12.1 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.
- 12.2 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.

Witness the following signatures:

COUNTY OF LOUDOUN, VIRGINIA

CONTRACTOR

Division of Procurement
1 Harrison Street, S.E.
Leesburg, Virginia 20175

Phone: (571) 258-3820

Phone: _____

By: _____

By: _____

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

Name: _____

Title: Contracting Officer

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

May 13, 2022

NOTICE TO BIDDERS

ADDENDUM NO. 1

RFQ 503782

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) RFQ 503782 Job Order Contract (JOC) for Paving, Surfacing & Sitework. Please acknowledge receipt of this addendum by signing and returning with your bid.

1. The purpose of this addendum is to provide a copy of the power point presentation presented at the pre-bid and pages from the Construction Task Catalog titled: "Using the Construction Task Catalog®".

Prepared By: s/Kristy Varda, NIGP-CPP, CPPO CPPB Date: 5/13/22
Contracting Officer

Acknowledged By: _____ Date: _____

ATTACHMENTS:

Attachment 1: Pre-Bid Presentation Slides
Attachment 2: Using the Construction Task Catalog®



JOB ORDER CONTRACTING

IFB NUMBER: RFQ 503782 PAVING, SURFACING AND SITEWORK

IFB NUMBER: RFQ 509782

**MAINTENANCE AND REPAIR OF STORMWATER INFRASTRUCTURE,
AND OTHER SITE WORK**

Pre-Bid Meeting: 1:00 pm, May 11, 2022



BUY SMART. BUILD BETTER.

1



PRE-BID MEETING AGENDA

- County Job Order Contract History
- JOC Overview
- JOC Contract Documents
- JOC Process
- Solicitation Details
- Understanding the Construction Task Catalog® (CTC)
- Calculating the Bid
- Bid Considerations & Review
- Contractor Adjustment Factors
- Risk of Low Adjustment Factors
- Questions

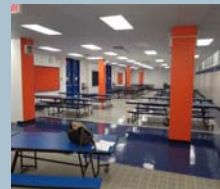


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2

COUNTY JOC HISTORY

- Using Job Order Contracting since 2006
- Typically Uses JOC for:
 - Facility Repair and Renovation Projects
 - Straightforward Work Items
 - Replacements in Kind
- Has Trained and Dedicated Staff to Manage JOC
- Statistics
 - Approximately \$142 Million in work ordered
 - 6,000+ individual Job Orders
 - Average Job Order size is \$50k
 - Includes Supplemental Job Orders



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3

3

JOC OVERVIEW

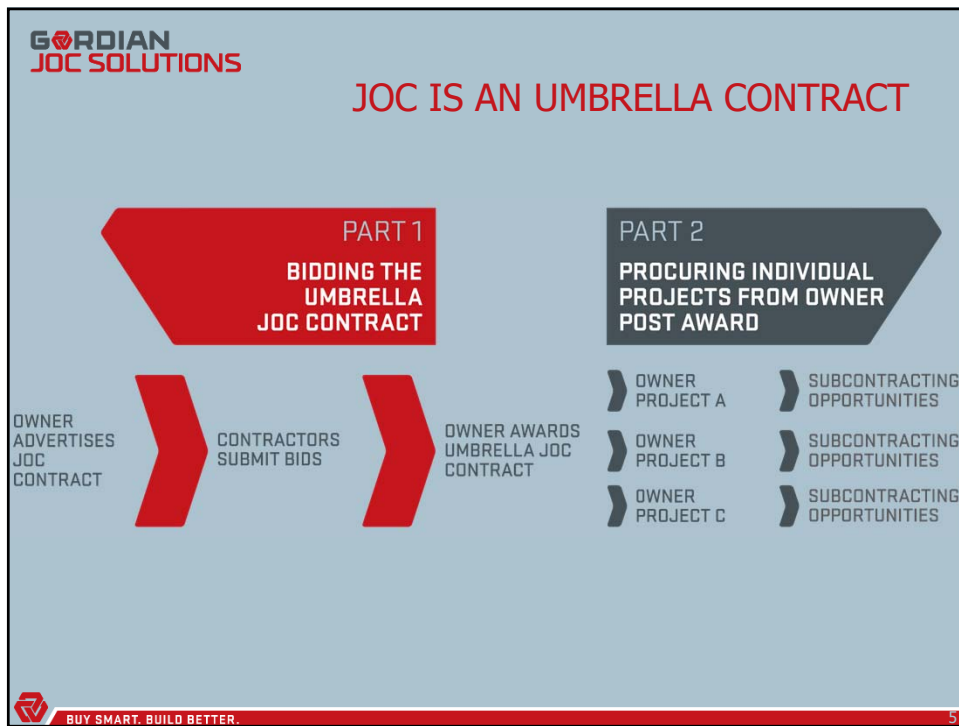
- Job Order Contracting is an Indefinite Quantity Construction Contract
- JOC Introduced in the United States in 1985
 - Dept. of Defense, USPS, NASA, etc.
- Implemented by states, counties, cities, K-12 schools, universities, housing authorities, etc. since 1990
- Hundreds of contracts currently in use
- Over \$1.4 Billion in construction placed annually through Gordian JOC systems



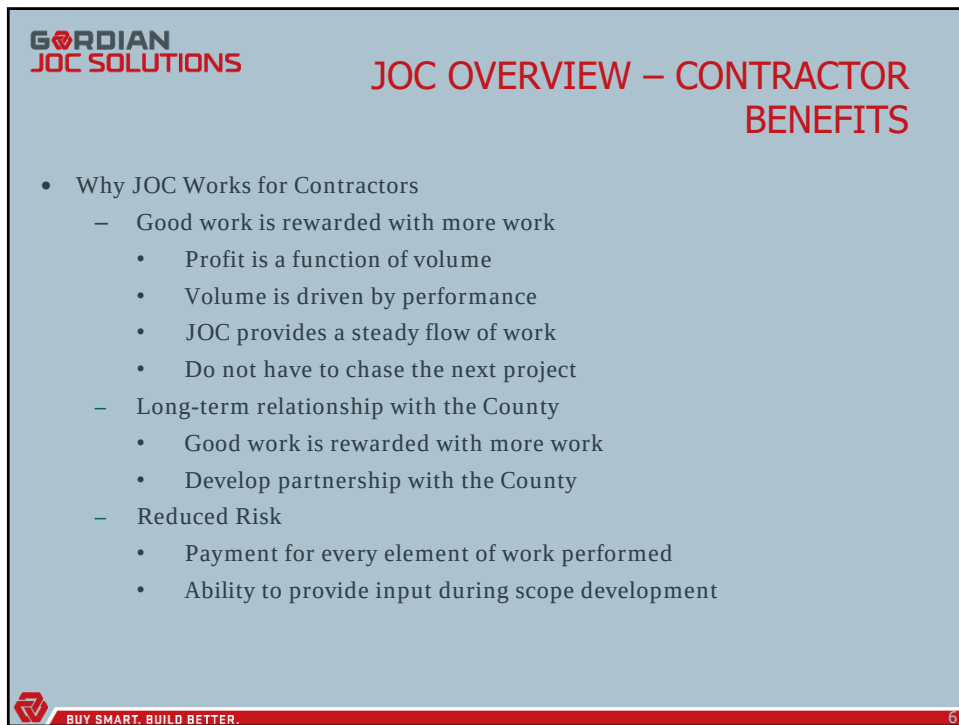
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5



6

JOC OVERVIEW – SUBCONTRACTOR BENEFITS

- Why JOC Works for Subcontractors
 - Responsiveness requires local prime presence and use of multiple local subcontractors.
 - Wide range of possible projects means variety of subcontractors will be needed to fulfill the contract.
 - Simplified procurement process for the County allowing them to procure more work in a shorter period of time. Results in greater number of subcontractor opportunities
 - Multiple projects on multiple sites simultaneously.



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7

7

JOC OVERVIEW

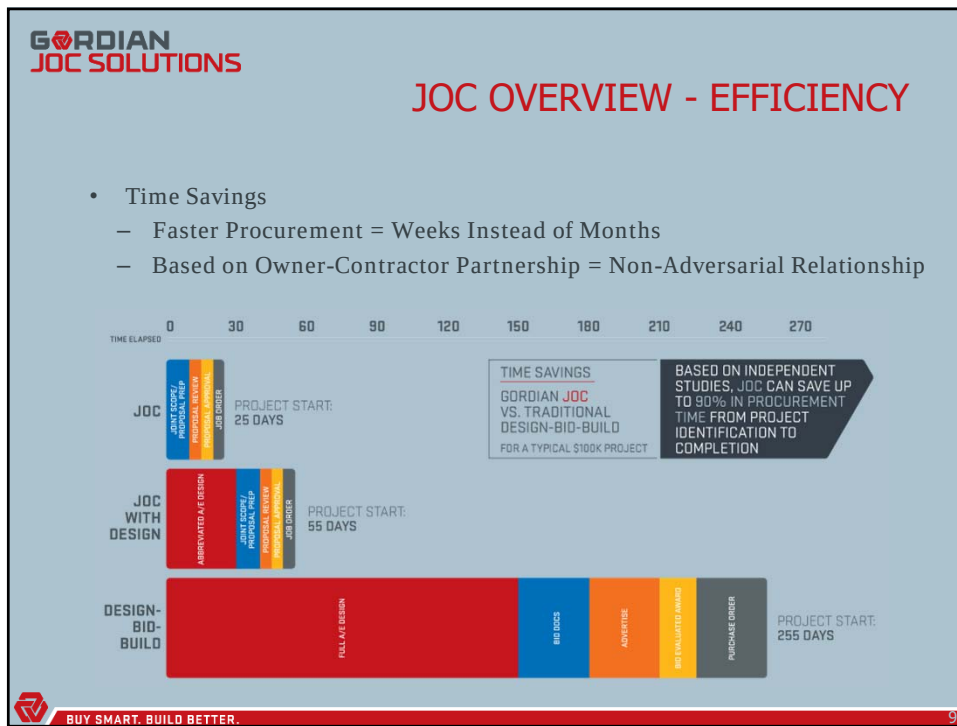
- Why JOC Works for County
 - A Fixed Priced, Fast Track Procurement Process
 - Job Orders are Lump Sum
 - The Ability to Accomplish a Substantial Number of Individual Projects with a Single Competitively Bid Contract
 - On-Call Contractors Ready to Perform a Series of Projects at Different Locations for Competitively Bid Prices
 - Contractor Has A Continuing Financial Incentive To Provide
 - Responsive Services
 - Accurate Proposals
 - Quality Work on Time
 - Timely Close Out
 - Future Purchase Orders Tied to Contractor Performance
 - No Obligation To Award Specific Projects
 - County can Use All Other Methods For Accomplishing Projects



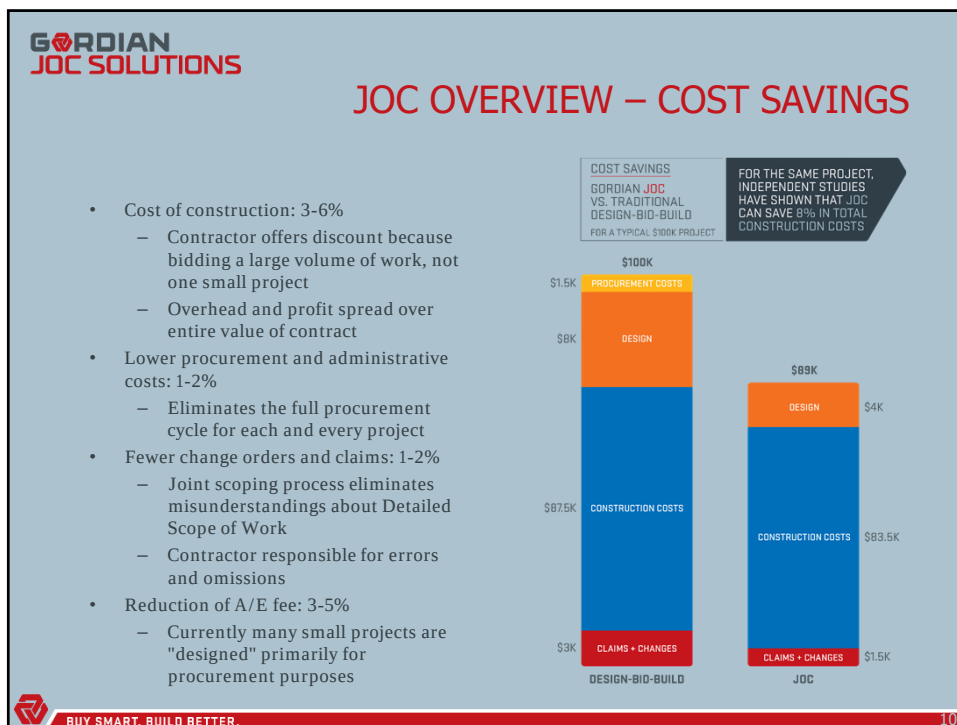
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8



9



10

JOC OVERVIEW – ADDITIONAL BENEFITS

- County Also Uses JOC to
 - Increases use of local businesses
 - The absence of pre-established quantities inhibits trade staffing by the prime contractor.
 - Responsiveness requires the prime to use multiple local subcontractors.
 - No bonding requirement for the sub, faster payment, and less red tape, thereby expanding business opportunities for small businesses
 - Increases Transparency
 - The County Has the Ability to See and Review the Back-Up Pricing Details
 - Schedule Flexibility
 - No Shelf Life for Prices or Job Orders
 - Fast procurement cycle is good for end of fiscal year projects



11

JOC CONTRACT DOCUMENTS

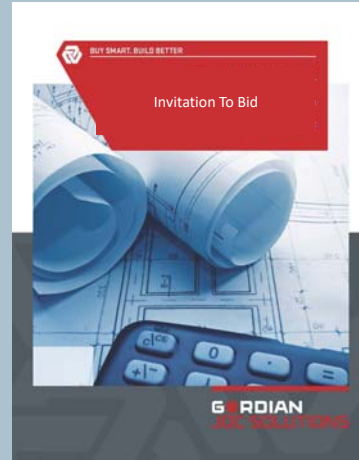
- Invitation for Bid
- Construction Task Catalog®
- Technical Specifications



12

JOC CONTRACT DOCUMENTS

- Invitation for Bid
 - Purpose
 - Competition Intended
 - Overview of the Contract
 - Discrepancies
 - Bidder's Minimum Qualifications
 - Contract Terms and Conditions
 - Instructions to Bidders
 - Misc Bid Information Forms, Bid Form, and Other Forms to be Executed and Submitted by the Bidder



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JOC CONTRACT DOCUMENTS

- Construction Task Catalog® (CTC)
 - Catalog of Pre-Priced Construction Tasks
 - Organized by Construction Specifications Institute (CSI)
 - Based on Local Labor, Material & Equipment Costs
 - The tasks represent the “Scope of Work” for the contract



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JOC CONTRACT DOCUMENTS

- Construction Task Catalog® (CTC)
 - Typical Task:

Section Info

23 00 00 00-0000 Heating, Ventilating, And Air-Conditioning (HVAC)

Where required, mechanical equipment excludes electrical connection unless title states otherwise.

23 70 00 00-0000 Central HVAC Equipment

New air filters shall be provided on HVAC equipment prior to turning over to owner. Where required, mechanical equipment excludes electrical connection, disconnect, or starter unless title states otherwise. See CSI section 26 05 19 16-0010 for electrical connection and termination, 26 05 83 00-0130 for terminations, 26 28 16 00-0001 for disconnect.

23 74 00 00-0000 Packaged Outdoor HVAC Equipment

23 74 16 00-0000 Packaged Rooftop Air-Conditioning Units

23 74 16 00-0018 Electric Cooling, Gas Heat, Self Contained Packaged Rooftop Air-Conditioning Units

Units up to 5 tons have 13 SEER. Units >5 to 11 tons have 11.2 EER, >11 to 20 tons have 11 EER, >20 to 63 tons have 10 EER and >63 tons have 9.7 EER. Excludes crane and associated personnel.

23 74 16 00-0030 EA 20 Ton Electric Cooling, 300 MBH Gas Heating, Self Contained Package Rooftop Unit

Install: \$20,823.66 | Demo: \$435.59

Labor: \$860.64 Equipment: \$17.36 Material: \$19,945.66

0028 MOD For Unit Economizer, Add

Install: \$2,481.28 | Demo: \$0.00

Labor: \$0.00 Equipment: \$0.00 Material: \$0.00

0047 MOD For Hot Water Heating Coil Instead Of Gas, Deduct

Install: -\$997.28 | Demo: \$0.00

Labor: \$0.00 Equipment: \$0.00 Material: \$0.00

0136 MOD For Steam Heating Coil Instead Of Gas, Deduct

Install: -\$399.91 | Demo: \$0.00

Labor: \$0.00 Equipment: \$0.00 Material: \$0.00

0288 MOD For Equipment Base Roof Curb, Add

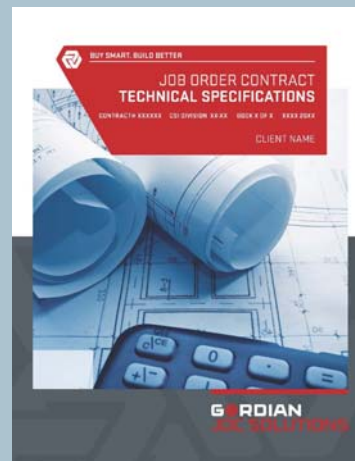
Install: \$1,563.72 | Demo: \$0.00

Labor: \$0.00 Equipment: \$0.00 Material: \$0.00

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JOC CONTRACT DOCUMENTS

- Technical Specifications
 - Specifies Quality of Materials and Workmanship
 - Corresponds with Tasks in the Construction Task Catalog®



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JOC PROCESS – HOW IS JOC BID?

- Award Based on Competitive Bid
 - Must Bid 3 Adjustment Factors:
 - Normal Working Hours: 7:00 am to 5:00 pm Monday to Friday
 - Other Than Normal Working Hours: 5:01 pm to 6:59 am Monday to Friday, and all day Saturday, Sunday and Holidays
 - Non Pre-priced Tasks
 - 2 Adjustment Factors Apply to All Tasks in the CTC
 - 1 Applies to Tasks not in the CTC
 - Each Adjustment Factor is Weighted to Create an Award Criteria Figure
 - Lowest Award Criteria Figure From a Responsive, Responsible Bidder Wins!



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PROCESS - HOW IS WORK DONE?



- Joint Scope Meeting With the County, Contractor, and Others to define the Detailed Scope of Work
- The County Issues Request for Proposal for the Agreed Upon Detailed Scope of Work
- Proposal Development
 - Typical Proposal Due Date will be 2 weeks from RFP
- Proposal Review
- Issuance of Job Order
- Total Time Goal: Average 3-5 weeks



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SOLICITATION DETAILS

- Prior to Bidding the County Cannot
 - Identify or Commit to any Specific Project or Location
 - Identify or Commit to any Specific CTC Tasks or Quantities
- Contract Specifics
 - Award to (1) or more, with a maximum of (4) Job Order Contracts for RFQ 509782 Stormwater Infrastructure, Other Site Work
 - Award to (1) or more, with a maximum of (3) Job Order Contracts for RFQ 503782 Paving and Surfacing
 - Stormwater has a minimum Self-Performance Requirement of 25%
 - Paving has a minimum Self-Performance Requirement of 50%
 - Base Term of (1) Year
 - (2) Option Terms for (1) Year Each
 - Minimum Contract Value of \$25,000
 - Includes Minimum Qualifications (Section 5.0)
 - Bid Security = \$25,000
 - Payment and Performance Bonds: \$500,000 each



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SOLICITATION DETAILS

- Differing Site Conditions or Changes in Scope
 - Priced from Construction Task Catalog®
 - Supplemental Job Order
 - No Negotiated Change Orders
- Liquidated Damages
 - On a Job Order - by - Job Order basis
 - Sliding Scale Based on Job Order Value



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CONTRACTOR LICENSE FEE

- Access to eGordian®, Construction Task Catalog®, other proprietary materials
 - Most advanced technology and data in the marketplace.
 - Paperless
 - Efficient
 - Tasks and prices input directly... no fishing through old files and estimating books for costs
- JOC process training
- eGordian® software training
- 24-hour support software support.
- Included in the Contractor's Adjustment Factor
 - Consider with the Bid as an Overhead cost
 - 1% of Job Order Price

SOLICITATION DETAILS

- Internet Based Software Provided with Contract
 - eGordian® Software Automates the Proposal Process

Project Number	Job Order Number	Title	Project Designer	Approved Proposal Amount	P.S. #	Project Status	Job Order Status
SIM-MCJ-0104	SIM-MCJ-0104	SP232 Osseway Corp Drive - Sidewalk and Address	Karl Evans	\$18,848.12	184471	Construction Complete	Construction Complete
SIM-MCJ-0102	SIM-MCJ-0102	CP5307 Loudoun Reserve Drive - Sidewalk and Address	Karl Evans	\$41,165.75	184249	On Hold	On Hold
SIM-MCJ-0102	SIM-MCJ-0102	Howard Place Pipe Run Replacement	Michelle Self	\$10,885.04	183686	Closed Out	Closed Out
SIM-MCJ-0101	SIM-MCJ-0101	Edge Tidel Park Improvements	Don Brodke	\$36,727.26	183963	Construction Complete	Construction Complete
SIM-MCJ-0100	SIM-MCJ-0100	Emergency Clean and CCTV for FY19 Phase II	David Wayland	\$19,082.00	183516	Under Construction	Under Construction
SIM-MCJ-0099	SIM-MCJ-0099	Additional Tree Removal Service - STC	Scott Wainwright	\$5,111.61	183777	Closed Out	Closed Out
SIM-MCJ-0097	SIM-MCJ-0097	20Y1 & 20Y2 - Sidewalk Removal, Rip Rap Placement	Karl Evans	\$23,890.65	183685	Closed Out	Closed Out
SIM-MCJ-0096	SIM-MCJ-0096	Critical Results Assessment Building Construction	Major Whaley	\$0.00		Cancelled	Cancelled
SIM-MCJ-0095	SIM-MCJ-0095	ABC Circular Pump Decommissioning	Karl Evans	\$15,845.16	183587	Under Construction	Under Construction
SIM-MCJ-0094	SIM-MCJ-0094	Edgewater School Installation Supplemental	Ronald Maltry	\$0.00		Under Construction	Proposed Review

UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

- Contractor must review and understand “Using the Construction Task Catalog®”
- Rules of the game
- Make sure you get paid for all appropriate tasks
- Pages 00 – 1 to 00-8 of the CTC

* Handout

CTC Information:

- The Construction Task Catalog® was developed and contained by The Gordian Group, Inc. specifically for Loudoun County, Virginia, priced locally using current labor, material and equipment costs, and published in April 2018.
- The Gordian Group, Inc. licenses the use of this CTC and other proprietary information and software for the sole purpose of providing Job Order Contracting services to Loudoun County, Virginia. Use of The Gordian Group's CTC and other proprietary information and software for any other purpose or any other entity is expressly prohibited without the express written consent of The Gordian Group, Inc.

The Unit Prices Include:
LABOR COSTS:

- Labor costs include unloading equipment, materials, and tools, and transporting the same up or down 2 1/2 stories and 125' to reach the project site, layout, measuring and cutting to fit, performing the task, disposal of excess material, and time for lunch and breaks.
- Labor costs include direct labor through the working suspension level at straight time prevailing wage rates including fringe benefits and an allowance for Social Security and Medicare taxes, worker's compensation, unemployment insurance and employee benefits.
- Labor costs are based on workers familiar with and skilled in the performance of the task following OSHA requirements.

EQUIPMENT COSTS:

- Equipment costs include all equipment required to accomplish the task. Mobilization is included for all equipment except large equipment (e.g. cranes, pile

Using The Construction Task Catalog®:

- drivers, bulldozers, excavators, backhoes, bobcats etc.), which exclude mobilization.
- Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc.

MATERIAL COSTS:

- Material costs include the cost of the material, delivery, and all incidentals and accessories integral to the installation.
- Material costs include manufacturer's and/or fabricator's shop drawings.
- Material costs for roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, concrete, etc. include an allowance for waste. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically used in standard lengths, sizes and weights.

Complete and In-Place Construction:

- Unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the task as described in the CTC.

- If the Contractor uses a crane or other lifting equipment (except a truck mounted boom lift or other equipment as part of the delivery process) to lift material onto a roof, even if that roof is less than 2 1/2 stories, the contractor will be paid for such crane or lifting equipment as a separate task.

- Unit prices for imported materials (e.g. aggregate, sand, soil, etc.) include delivery up to 15 miles from the closest approved source.

- Unit prices include all fasteners such as anchor bolts, lag bolts, screws, adhesive, wedge anchors, expansion bolts, roofing clips (including hurricane clips) that are required. Fasteners listed separately in the CTC are for use with Owner furnished material and equipment or relocating or reinstalling existing material and equipment.

April 2018

Loudoun County, Mechanisms

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Page 00-1

UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

- Understanding the General Rules of the Construction Task Catalog®:
 - Unit Prices are for Complete and In-Place Construction
- Unit Prices Include Labor, Material and Equipment. Do Not Add Labor to Repointing Task.
- Unit Prices Include the Cost of Delivery to Project Site, Unloading, Storage and Handling. Delivery Height is up to 2 1/2 Stories
 - Unit Prices Include Testing, Calibration, Balancing Etc. for New Work
- Unit Prices Include all Fasteners, Bolts, Anchors, Adhesives Etc. For New Work
 - Tasks Such as Windows, Doors, Frames, Countertops
- Include Sealant and Caulk, etc.

CTC Information:

- The Construction Task Catalog® was developed and contained by The Gordian Group, Inc. specifically for Loudoun County, Virginia, priced locally using current labor, material and equipment costs, and published in April 2018.
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The Unit Prices Include:
LABOR COSTS:

- Labor costs include unloading equipment, materials, and tools, and transporting the same up or down 2 1/2 stories and 125' to reach the project site, layout, measuring and cutting to fit, performing the task, disposal of excess material, and time for lunch and breaks.
- Labor costs include direct labor through the working suspension level at straight time prevailing wage rates including fringe benefits and an allowance for Social Security and Medicare taxes, worker's compensation, unemployment insurance and employee benefits.
- Labor costs are based on workers familiar with and skilled in the performance of the task following OSHA requirements.

EQUIPMENT COSTS:

- Equipment costs include all equipment required to accomplish the task. Mobilization is included for all equipment except large equipment (e.g. cranes, pile

Using The Construction Task Catalog®:

- drivers, bulldozers, excavators, backhoes, bobcats etc.), which exclude mobilization.
- Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc.

MATERIAL COSTS:

- Material costs include the cost of the material, delivery, and all incidentals and accessories integral to the installation.
- Material costs include manufacturer's and/or fabricator's shop drawings.
- Material costs for roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, concrete, etc. include an allowance for waste. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically used in standard lengths, sizes and weights.

Complete and In-Place Construction:

- Unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the task as described in the CTC.

- If the Contractor uses a crane or other lifting equipment (except a truck mounted boom lift or other equipment as part of the delivery process) to lift material onto a roof, even if that roof is less than 2 1/2 stories, the contractor will be paid for such crane or lifting equipment as a separate task.

- Unit prices for imported materials (e.g. aggregate, sand, soil, etc.) include delivery up to 15 miles from the closest approved source.

- Unit prices include all fasteners such as anchor bolts, lag bolts, screws, adhesive, wedge anchors, expansion bolts, roofing clips (including hurricane clips) that are required. Fasteners listed separately in the CTC are for use with Owner furnished material and equipment or relocating or reinstalling existing material and equipment.

April 2018

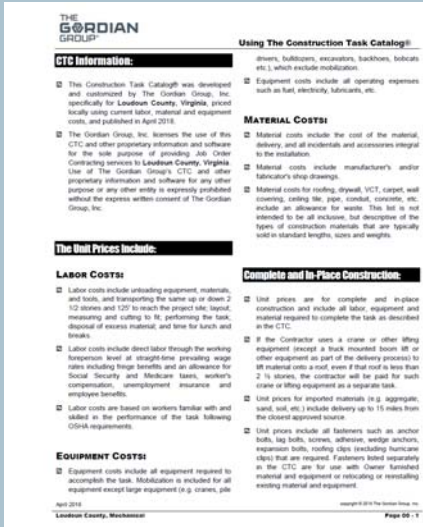
Loudoun County, Mechanisms

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UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

- Demo Price Includes Loading into Truck or Dumpster.
- If Item Demolished as Part of Different Task, It will Not be Paid for Separately
- Contractor Paid for Installed Quantities Only. Waste is Included in Unit Price
- Assembly Prices take Precedence over Component Pricing
- 14' Working Height for All Work Except Masonry
- 4' Working Height for Masonry
- Dumpsters are a Separate Task

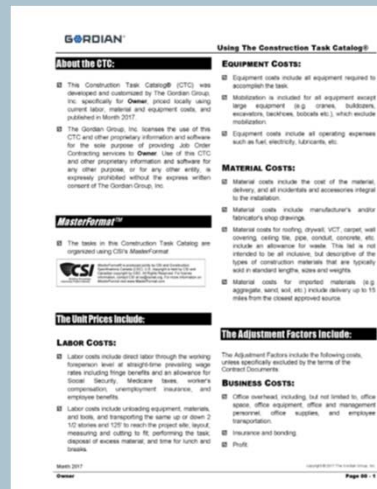


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UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

Contractors Never Get Paid Separately For the Following:

- Moving and Returning Furniture Occupying Less than 55% of Floor Area. For Example, Moving Classroom Furniture to Paint
- Labor for Protecting Work in Place. For Example, a Laborer to Stay After a Concrete Pour
 - Minor Barricades and Signage
- Portable Toilet, Field Office, Field Office Equipment for Contractor's Use
 - Layout, Site Engineering for the Work Itself



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UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

Include All Appropriate Tasks:

32 16 23 00-0002	4" Cast In Place Concrete Sidewalk	SF	\$5.17	400	\$2,068.00	
	For Quantities 100 to 500, Add	SF	\$0.59	400	\$236.00	
32 11 23 16-0004	4" Crushed Aggregate Base	SF	\$1.85	400	\$540.00	
	For Quantities Under 1000	SF	\$0.36	400	\$144.00	
01 71 13 00-0003	Mobilize Backhoe	EA	\$402.63	1	\$402.63	
31 23 16 36-0006	Excavation by Backhoe	CY	\$3.91	11	\$43.01	
	For Quantities Under 20 CY, Add	CY	\$3.38	11	\$37.18	
31 23 16 36-0028	Loading Excess Materials	CY	\$3.38	13.75	\$46.48	
	For Quantities Under 20 CY, Add	CY	\$3.38	13.75	\$46.48	
01 74 19 00-0030	Hauling to Dump Site	CYM	\$2.20	207	\$455.40	
01 74 19 00-0028	Landfill Dump Fee	TON	\$41.00	2	\$82.00	
						\$4,101.17
						/400
						\$10.25

Compare these prices

* Sample only



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METHODS TO CALCULATE BID – ADJUSTMENT FACTORS

Recommended Method

- **Use Historical Project Data**
 - Select a Completed Project
 - You Know Scope and Direct Costs
 - Price Project From CTC
 - Add on Overhead and Profit
 - Calculate the Adjustment Factor

Alternative Method

- **Create a Representative Project**
 - Create a Scope of Work
 - Get Sub Quotes or Estimate Cost
 - Price Project From CTC
 - Add on Overhead and Profit
 - Calculate the Adjustment Factor



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SAMPLE PROJECT - DETAILED SCOPE OF WORK

- Multifamily Unit Renovation
 - Doors and Hardware
 - Replace 12 interior doors, hinges and hardware
 - Doors shall be 3x7, solid core wood doors
 - Grade 2 locksets with knobs
 - Replace 2 push bar exist devices and door closers on exit doors
 - Interior Lighting
 - Replace all lay-in troffer fixtures on first and second floors. 48 in total
 - Replace 4 exit fixtures
 - Replace 12 industrial fixtures in shop area
 - Plumbing Fixtures
 - Replace 8 bathroom sinks, 8 faucets, and 8 toilets in men's and women's bathroom in admin building and shop area
 - Replace 4 water fountains
 - Replace Boiler
 - Demo existing boiler and as much piping and venting to accommodate new boiler. Install a new 1028 mbh oil fired cast iron boiler. Weil-McLain Model 88. No access for packaged boiler. Must field assemble sections. Provide new piping as required.
- Normal Working Hours Apply



SAMPLE PROJECT – PRICE PROPOSAL

Job Order Contract Proposal Review Summary - Category

Date: June 04, 2018
Job Order Number: ME-Sample Contractor-001
Title: Sample Project
Contractor: Sample Contract - Sample Contractor
Proposal Value: \$87,828.39
Proposal Name: Sample Price Proposal
Proposal Submitted: 06/04/2018

Boiler:	\$30,444.45
Door and Hardware:	\$9,990.54
Lighting:	\$26,807.40
Plumbing:	\$20,586.00
Proposal Total	\$87,828.39

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract
 Proposal Review Detail - Category
 Date: June 04, 2018
 Job Order Number: ME-Sample Contractor-001
 Title: Sample Project
 Contractor: Sample Contract - Sample Contractor
 Proposal Value: \$87,828.39
 Proposal Name: Sample Price Proposal

Line Item	Description	Unit	Quantity	Unit Price	Total Price
1	Boiler	EA	1	\$30,444.45	\$30,444.45
2	Door and Hardware	EA	12	\$832.54	\$9,990.54
3	Lighting	EA	48	\$558.47	\$26,807.40
4	Plumbing	EA	8	\$2,573.25	\$20,586.00
Total					\$87,828.39



GORDIAN JOC SOLUTIONS		SAMPLE PROJECT – CTC PRICE VS. QUOTES	
Direct Cost of Work from CTC		Direct Cost of Work from Quotes or Estimates	
• Replace Boiler	\$ 30,444.45	• Replace Boiler	\$ 33,000.00
• Doors and Hardware	\$ 9,990.54	• Doors and Hardware	\$9,000.00
• Lighting	\$ 26,807.40	• Lighting	\$21,000.00
• Plumbing	\$20,586.00	• Plumbing	\$20,000.00
TOTAL =	\$87,828.39	TOTAL =	\$83,000.00

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GORDIAN JOC SOLUTIONS		SAMPLE PROJECT – PUTTING IT ALL TOGETHER	
A.	Direct Cost of Work from Quotes		\$83,000.00
B.	Overhead 10%*		<u>\$ 8,300.00</u>
C.	Subtotal (Cost & O/H)		\$91,300.00
D.	Profit 10%*		<u>\$ 9,130.00</u>
E.	Subtotal (Cost & O/H & Profit)		\$100,430.00
F.	Price From CTC		\$87,828.39
Adjustment Factor (= E / F) = 1.14			
*Sample Only. Contractor to determine O/H & Profit. <u>Prepare this calculation for more than one sample project.</u>			

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NON PRE-PRICED TASKS

- Contractor must have permission from the County to use a Non Pre-priced Task prior to submission
- Three (3) Quotes on vendors' or subcontractors' letterhead
- Justification for less than three (3) Quotes
- Contractor is paid the amount in the following formula:

For Work Performed with the Contractor's Own Forces:

A = The number of hours for each labor classification and hourly rates (for Trades *not* in the CTC)

B = Equipment costs (other than small tools)

C = Three independent quotes for all materials

Total Cost for self-perform work =

$(A+B+C) \times \text{NPP Adjustment Factor}$

For Work Performed by Subcontractors: If the Work is to be subcontracted, the Contractor must submit three (3) independent bids from Subcontractors. If three (3) quotes or bids cannot be obtained, the Contractor will provide in writing to the County, for County approval, the reason why three (3) quotes cannot be submitted.

D = Subcontractor Costs (supported by three quotes)

Total Cost of Non Pre-priced Task =

$D \times \text{NPP Adjustment Factor}$



FILLING OUT THE BID FORM

SCHEDULE OF PRICES

The Contractor shall perform the tasks required by each individual Job Order issued pursuant to this Contract using the following Adjustment Factors:

- A. **Normal Working Hours:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Normal Working Hours (7:00 a.m. - 5:00 p.m. Monday through Friday, except Holidays) for the Unit Prices specified in the Construction Task Catalog (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

1 . 1 4 0 0

(Specify to four decimal places)

- B. **Other Than Normal Working Hours:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday and any time Saturday, Sunday, and Holidays) for the Unit Prices specified in the Construction Task Catalog (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

1 . 1 9 0 0

(Specify to four decimal places)

- C. **Non Pre-priced Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order to work deemed not to be included in the CTC but within the general scope of the work.

1 . 2 2 0 5

(Specify to four decimal places)

* Sample only



FILLING OUT THE BID FORM

AWARD CRITERIA FIGURE

The following formula has been developed for the sole purpose of evaluating bids and awarding the Contract. Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Adjustment Factor (A above).	<u>1 . 1 4 0 0</u>	(1)
Line 2.	Multiply Line 1 by .70	<u>0 . 8 0 0 0</u>	(2)
Line 3.	Other than Normal Working Hours Adjustment Factor (B above).	<u>1 . 1 9 0 0</u>	(3)
Line 4.	Multiply Line 3 by .20	<u>0 . 2 4 0 0</u>	(4)
Line 5.	Non Pre-priced Adjustment Factor (C above).	<u>1 . 2 2 0 5</u>	(5)
Line 6.	Multiply Line 5 by .10	<u>0 . 1 2 0 0</u>	(6)
Line 7.	Summation of lines 2, 4, and 6 above.	<u>1 . 1 6 0 0</u>	(7)

(Award Criteria Figure)

Contractor shall write in numbers and words the Award Criteria Figure in the spaces below.

1 . 1 6 0 0

Award Criteria Figure in Numbers

one point one six zero zero

Award Criteria Figure in Words



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BID CONSIDERATIONS

- Contractors Should Expect To
 - Prepare incidental drawings or sketches for some projects
 - Justify Quantity Calculations
 - Explain Detail of Work
 - Prepare proposals for some projects that may be canceled
 - Margins on CTC tasks vary
 - Some projects are more profitable than others
 - Maintain a fully functioning office
 - Maintain a fully functioning staff
 - Hold required licenses
 - Meet participation goals



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CONTRACTOR ADJUSTMENT FACTOR

- Importance of Adjustment Factors
 - Determines winning bidder AND
 - Used to price individual Job Orders
 - Price proposal total becomes the lump sum Job Order amount

UNIT PRICE	x	QUANTITY	x	ADJUSTMENT FACTOR	=	TOTAL FOR TASK
UNIT PRICE	x	QUANTITY	x	ADJUSTMENT FACTOR	=	TOTAL FOR TASK
UNIT PRICE	x	QUANTITY	x	ADJUSTMENT FACTOR	=	TOTAL FOR TASK
						TOTAL JOB ORDER PRICE



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CONTRACTOR ADJUSTMENT FACTOR

- Annual Price Adjustment
 - Applied annually on the County-Contractor Agreement Date
 - Based on CCI (20 city average) published by Engineering News Record
 - Calculation (Based on County-Contractor Agreement)
 - $\frac{\text{Average CCI for Current Year}}{\text{Average CCI for Base Year}} = \text{The \% Increase or Decrease in Construction Costs}$
 - $\text{Percentage} \times \text{Original Adjustment Factors} = \text{New Adjustment Factors for Next Year}$
 - Normal Working Hours
 - Other Than Normal Working Hours
 - NPP Adjustment Factors are Fixed for the Duration of the Contract



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RISKS OF LOW ADJUSTMENT FACTOR

- Leads to Arguments in Proposal Review
 - Unsupportable Tasks
 - Exaggerated Quantities
- Leads to Delays in Job Order Development
 - Takes Longer to Review Proposals
- Creates an Adversarial Relationship
 - Reduced Volume of Work
 - Will Shorten Contract
 - Lost Profitability
- No Second Chance to Improve Margin



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REVIEW / KEY POINTS

- Focus on Total Potential Value of Contract
 - Estimated Annual Value x 3
- Evaluate Construction Task Catalog®
 - Analyze Unit Prices
 - Know the General Guidelines for Using the CTC
- Contractor Performance Drives Volume
 - Responsive Service
 - Accurate Proposals
 - Safe and Clean Project Sites
 - High Quality Construction
 - On-Time Completion
 - On-Time Close Out



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BIDS

- Sealed bids due:
 - RFQ 509782 Stormwater is due Prior to 4:00 pm June 7, 2022 local “Atomic Time”
 - RFQ 503782 Paving is due Prior to 4:00 pm June 10, 2022 local “Atomic Time”
- **Mailing Address:**
PO Box 7000
Leesburg, Virginia 20177-7000
- **Hand Delivery Address:**
Department of Finance and Procurement
1 Harrison Street, S.E., 4th Floor
Leesburg, Virginia 20175
- Each firm shall submit one (1) original hard copy and (1) electronic copy on USB flashdrive of their bid to the County's Division of Procurement as indicated on the cover sheet of the IFB
- The bid number and company name must be included on the outside of your sealed package and failure to do so may result in the inadvertent opening of the package and may cause your bid to be rejected.



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BIDS

- Complete and submit the following as your Bid:
 1. Miscellaneous Bid Information Form, refer to solicitation
 1. Contains a list of All required documents
- All questions concerning this solicitation must be received via email no later than:
 - **Friday, May 20, 2022, 5:00 pm**
- Submit questions to:

Kristy Varda
Contracting Officer
Phone: 571-258-3144
Fax: 703-771-5097
Kristy.Varda@loudoun.gov



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MasterFormat™

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The Unit Prices Include:

LABOR COSTS:

- ☑ Labor costs include unloading equipment, materials, and tools, and transporting the same up or down 2 stories and 125' to reach the project site; layout; measuring and cutting to fit; performing the task; disposal of excess material; and time for lunch and breaks.
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compensation, unemployment insurance and employee benefits.

- ☑ Labor costs are based on workers familiar with and skilled in the performance of the task following OSHA requirements.

EQUIPMENT COSTS:

- ☑ Equipment costs include all equipment required to accomplish the task. Mobilization is included for all equipment except large equipment (e.g. cranes, pile drivers, bulldozers, excavators, backhoes, bobcats etc.), which exclude mobilization.
- ☑ Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc.

MATERIAL COSTS:

- ☑ Material costs include the cost of the material, delivery, and all incidentals and accessories integral to the installation, such as, but not limited to; detectable tape for sewer and water, restrained joint tape, gaskets or joint kits, sealants, etc.
- ☑ Material costs include manufacturer's and/or fabricator's shop drawings.
- ☑ Material costs include an allowance for waste. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.

Complete and In-Place Construction:

- ☑ Unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the task as described in the CTC.
- ☑ Unit prices for imported materials (e.g. aggregate, sand, soil, etc.) include delivery up to 15 miles from the closest approved source.

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- ☑ Unit prices include all fasteners such as anchor bolts, lag bolts, screws, adhesive, wedge anchors, and expansion bolts that are required. Fasteners listed separately in the CTC are for use with Owner furnished material and equipment or relocating or reinstalling existing material and equipment.
- ☑ Unit prices exclude more substantial mounting material such as threaded rod or angle iron unless the task description states otherwise.
- ☑ Unit prices include layout, testing, calibration, balancing and the like required to ensure proper installation, construction and performance (e.g. compaction test for backfill, pneumatic or hydrostatic testing, soaping of joints, disinfection and flushing, others as required).

Demolition:

- ☑ Unit prices for demolition include all labor, equipment and material required for the complete removal of the items; clean-up of the area; and transporting the demolished items up or down 2 stories into a truck, dumpster, or to an owner designated area, located within 125' of the project site.
- ☑ Unit prices for demolition exclude costs for hauling (See 01741900), dump fees (See 01741900), and dumpsters (See 01741900).
- ☑ If the item being demolished is attached to another item being removed and can be removed as one item, then that item shall not be priced as a separate demolition task, unless the component alone must be demolished to accomplish the task (e.g. demolition of pipe includes pipe fittings unless the fitting must be demolished separately to accomplish the task).
- ☑ The description "replace" includes the demolition of the existing item and the installation of the new item.
- ☑ The descriptions "remove and relocate" or "remove and reinstall" includes the removal, cleaning of item and installation of the existing item in either the same location or another location.

- ☑ The description "reinstall" includes the cleaning and installation of the existing item.
- ☑ Salvageable materials remain the property of the Owner and shall be turned over as directed when specified in the Job Order.

The Adjustment Factors Include:

BUSINESS COSTS:

- ☑ Overhead costs, including, unless specifically excluded in the Contract Documents, but not limited to;
 - home office overhead
 - insurance, bonds, and indemnification
 - project meetings, training, management and supervision
 - mobilization and close-out for the contract and each Job Order and
 - project office staff and equipment.
 - Project progress documentation (i.e. photographs).
- ☑ Profit.
- ☑ Subcontractor's overhead and profit.
- ☑ All taxes for which a waiver is not available including material sales tax and equipment rental.
- ☑ Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
- ☑ Fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
- ☑ Cost of financing the work.
- ☑ Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

CONSTRUCTION RELATED COSTS:

- ☒ Services required to obtain filings and permits.
- ☒ Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
- ☒ Incidental design services.
- ☒ Office trailer and portable toilets for Contractor's use.
- ☒ Construction vehicles such as pick-up trucks, utility trucks, vans, flat bed trucks, tractors, trailers, etc.
- ☒ The Contractor is responsible for the costs of temporary utilities necessary to accomplish the demolition/construction work (i.e., temporary heat to achieve proper temperature for curing or paint application, temporary lighting to illuminate work area, etc). Specifically excluded is temporary HVAC necessary to heat, cool or ventilate an entire building, or substantial portions thereof, and for the primary purpose of providing comfort to building occupants.
- ☒ Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
- ☒ Basic safety and warning signage, minor barricades (e.g., construction tape, etc.) and personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.).
- ☒ Meeting Owner security requirements.
- ☒ Excess waste including pipe, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
- ☒ Daily clean-up.
- ☒ Final professional project clean-up.
- ☒ Opening and closing of valves.
- ☒ Equipment down-time or for stand-by.
- ☒ Pick-up of Owner supplied materials.

- ☒ Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
- ☒ Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
- ☒ Costs resulting from productivity loss.
- ☒ Differences in project size; complexity and location.
- ☒ All costs for other than discreet items of work specifically required to complete a particular Job Order

PRICE VARIATIONS:

- ☒ Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can also result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.
- ☒ While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly, prior to bidding.

GENERAL COSTS:

- ☒ This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor's Adjustment Factor as defined in the Contract.

- ☒ The only compensation to be paid to a Contractor for the unit price tasks will be:

Published Unit Price	X	Installation (or Demolition) Quantity	X	Appropriate Adjustment Factor
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- ☒ No additional payments of any kind whatsoever will be made. All costs not included in the unit prices must be part of the Adjustment Factors.

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- ☑ Unit prices exclude more substantial mounting material such as threaded rod or angle iron unless the task description states otherwise.
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Demolition:

- ☑ Unit prices for demolition include all labor, equipment and material required for the complete removal of the items; clean-up of the area; and transporting the demolished items up or down 2 stories into a truck, dumpster, or to an owner designated area, located within 125' of the project site.
- ☑ Unit prices for demolition exclude costs for hauling (See 01741900), dump fees (See 01741900), and dumpsters (See 01741900).
- ☑ If the item being demolished is attached to another item being removed and can be removed as one item, then that item shall not be priced as a separate demolition task, unless the component alone must be demolished to accomplish the task (e.g. demolition of pipe includes pipe fittings unless the fitting must be demolished separately to accomplish the task).
- ☑ The description "replace" includes the demolition of the existing item and the installation of the new item.
- ☑ The descriptions "remove and relocate" or "remove and reinstall" includes the removal, cleaning of item and installation of the existing item in either the same location or another location.

- ☑ The description "reinstall" includes the cleaning and installation of the existing item.
- ☑ Salvageable materials remain the property of the Owner and shall be turned over as directed when specified in the Job Order.

The Adjustment Factors Include:

BUSINESS COSTS:

- ☑ Overhead costs, including, unless specifically excluded in the Contract Documents, but not limited to;
 - home office overhead
 - insurance, bonds, and indemnification
 - project meetings, training, management and supervision
 - mobilization and close-out for the contract and each Job Order and
 - project office staff and equipment.
 - Project progress documentation (i.e. photographs).
- ☑ Profit.
- ☑ Subcontractor's overhead and profit.
- ☑ All taxes for which a waiver is not available including material sales tax and equipment rental.
- ☑ Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
- ☑ Fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
- ☑ Cost of financing the work.
- ☑ Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

CONSTRUCTION RELATED COSTS:

- ☒ Services required to obtain filings and permits.
- ☒ Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
- ☒ Incidental design services.
- ☒ Office trailer and portable toilets for Contractor's use.
- ☒ Construction vehicles such as pick-up trucks, utility trucks, vans, flat bed trucks, tractors, trailers, etc.
- ☒ The Contractor is responsible for the costs of temporary utilities necessary to accomplish the demolition/construction work (i.e., temporary heat to achieve proper temperature for curing or paint application, temporary lighting to illuminate work area, etc). Specifically excluded is temporary HVAC necessary to heat, cool or ventilate an entire building, or substantial portions thereof, and for the primary purpose of providing comfort to building occupants.
- ☒ Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
- ☒ Basic safety and warning signage, minor barricades (e.g., construction tape, etc.) and personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.).
- ☒ Meeting Owner security requirements.
- ☒ Excess waste including pipe, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
- ☒ Daily clean-up.
- ☒ Final professional project clean-up.
- ☒ Opening and closing of valves.
- ☒ Equipment down-time or for stand-by.
- ☒ Pick-up of Owner supplied materials.

- ☒ Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
- ☒ Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
- ☒ Costs resulting from productivity loss.
- ☒ Differences in project size; complexity and location.
- ☒ All costs for other than discreet items of work specifically required to complete a particular Job Order

PRICE VARIATIONS:

- ☒ Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can also result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.
- ☒ While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly, prior to bidding.

GENERAL COSTS:

- ☒ This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor's Adjustment Factor as defined in the Contract.
- ☒ The only compensation to be paid to a Contractor for the unit price tasks will be:

Published Unit Price	X	Installation (or Demolition) Quantity	X	Appropriate Adjustment Factor
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- ☒ No additional payments of any kind whatsoever will be made. All costs not included in the unit prices must be part of the Adjustment Factors.

General Interpretations:

WORKING HEIGHT:

- ☑ Typical working height for work other than masonry is up to 14' above the finished floor or stationary working surface. The Contractor will not be paid for scaffolding, lifts, or similar equipment for work below 14'.
- ☑ Typical working height for masonry work is up to 4' above the finished floor or stationary working surface. The Contractor will not be paid for scaffolding, lifts, or similar equipment for masonry work below 4'.

FIELD ENGINEERING:

- ☑ Surveying tasks shall be used only when the Owner requests the Contractor to perform topographic surveys, property line surveys or to establish horizontal and vertical controls. If the Owner provides horizontal and vertical control points within or adjacent to the project site, any other surveying required to complete the work is considered construction staking or layout and the cost thereof is included in the appropriate task.

ASSEMBLIES:

- ☑ Assembly unit prices take precedence over individual component pricing.

TESTING:

- ☑ Contractor will be paid for testing existing material, as required by the technical specifications and as directed by the Owner (record tests) at the unit price for the appropriate task. The cost of process quality control testing routinely performed by the Contractor is included in the unit prices for the individual tasks.

MISCELLANEOUS:

- ☑ For the purpose of quantity discounts, quantities are calculated on a per physical location basis. A single physical location is defined as a location where the activity is related to a contiguous stretch of pipe, immediately adjacent pipe or structures, or pipe or structures in the immediate area (i.e. neighborhood, block, development, etc.).
- ☑ Whenever there are alternative tasks that may be selected to complete work the Contractor shall select the most practical and economical tasks available (e.g. rental of equipment by weeks or months rather than days or painting by roller or spray rather than brush).
- ☑ Restricted Working Space is defined as any area with less than 3' vertical or horizontal clearance and includes areas such as crawl spaces, ceiling plenums where the grid is not removed, narrow piping tunnels, and equipment rooms where the space to install the new work is congested as a result of equipment and piping placement that meet these dimensional restrictions. A Restricted Working Space modifier is available for certain mechanical piping and piping accessories tasks and for certain electrical conduit and conduit accessories tasks. Only those tasks with a modifier for Restricted Working Space are eligible for a price adjustment, and then only if the modifier applies to the contemplated tasks. A non pre-priced task will not be allowed because of Restricted Working Space for any CTC task.
- ☑ Confined Working Space is defined according to the OSHA definition 29 CFR 1926.21(b)(6)(i): "Any space having limited means of egress, which is subject to accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere, including, but not limited to, storage tanks, process vessels, bins, boilers, ventilation and exhaust duct, sewers, underground vaults, tunnels, pipelines and open top spaces more than 4 feet in depth such as pits and tubs." The Contractor shall conform to all OSHA and Owner requirements for working in Confined Working Spaces. Required ventilation and air monitoring equipment tasks shall be priced from the CTC.

- ☑ Whenever a material, article or piece of equipment is identified in the CTC or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, or make, the identification is intended to establish a standard. Any material, article or equipment of another manufacturer or vendor which performs satisfactorily the duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Owner, the material, article or equipment so proposed is of equal quality, substance and function. The Contractor shall not provide, furnish or install any proposed material, article or equipment without the prior written approval of the Owner. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.

SPECIFICATIONS:

- ☑ Specifications for tasks shall be interpreted as follows: All labor, material, equipment, spare parts, services, and work required by a specification shall be considered part of the unit price, unless the task description or technical specifications state otherwise.

Useful Information:

UNIT OF MEASURE DEFINITIONS:

ACR – Acre, **BAG** – Bag, **BBL** – Barrel, **BCY** - Bank (In-place) Cubic Yards, **BF** - Board Foot, **BOX** - Box (each), **BTU** - British Thermal Unit, **C** - One Hundred, **CCF** - One Hundred Cubic Feet, **CCY** - Compacted Cubic Yards, **CF** - Cubic Foot, **CFM** - Cubic Feet Per Minute, **CI** – Cubic Inch, **CLF** - One Hundred Linear Feet, **CSF** - One Hundred Square Feet, **CSY** - Hundred Square Yards, **CWT** - Carton Weight, **CY** - Cubic Yard, **CYM** - Cubic Yard Mile, **DAY** – Day, **DRM** - Drum (each), **EA** – Each, **FLR** - Floor (Per Floor), **FT** – Foot, **GAL** – Gallon, **GSF** - Ground Square Foot, **HR** – Hour,

HWT - Hundred Carton Weight, **HYR** – Half Year, **IN** – Inch, **JOB** – Job, **LAN** – Lane, **LB** – Pound, **LCY** - Loose (Excavated) Cubic Yards, **LF** - Linear Foot, **LFD** - Linear Feet Per Day, **LIT** – Liter, **LOT** – Lot, **MBF** - One Thousand Board Feet, **MBH** - One Thousand British Thermal Units, **MCF** – One Thousand Cubic Feet, **MF3** - One Thousand Cubic Feet Per Minute, **MGL** – One Thousand Gallons, **MI** – Mile, **MLF** - One Thousand Linear Feet, **MO** – Month, **MSF** - One Thousand Square Feet, **MSY** - One Thousand Square Yards, **MT** – Metric Ton, **MTK** – Metric Ton Kilometer, **M2** – Square Meter, **M3K** – Cubic Meter Kilometer, **NTE** – Note, **OPN** – Opening, **OUT** - Outlet or Output (each), **OZ** – Ounce, **PKG** – Package, **PNT** – Point, **PR** – Pair, **QT** – Quart, **ROL** - Roll (each), **ROM** – Room, **ROW** – Row, **RSR** - Riser (Per Rise), **SEA** – Seat, **SET** – Set, **SF** - Square Foot, **SHT** – Sheet, **SI** - Square Inch, **STP** - Stop (each), **SQ** - Square or One Hundred Square Feet, **SY** - Square Yard, **SYI** – Inches per Square Yard, **TNM** - Tons per Mile, **TON** – Ton, **TRK** – Truck Load, **UI** - United Inch, **UNT** – Unit, **VLF** - Vertical Linear Foot, **WK** – Week, **YD** – Yard, **YR** – Year

MATERIAL WEIGHTS:

EARTHEN MATERIAL

- ☑ The following engineering values for establishing shrink/swell factors shall be used unless otherwise directed by the Owner.

Material	Material Weight (Lbs Per CY)		
	In-place (Bank)	Loose (Excavated Materials)	Compacted
Earth, Common (Average)	3170	2536	3520
Sand	2880	2590	3240
Earth, Rock Mix. (75% E/ 25% R)	3380	2370	3720
Earth, Rock Mix. (50% E/50% R)	3750	2710	4000
Earth, Rock Mix. (25% E/ 75% R)	4120	3140	3680
Gravel (Average)	3280	2730	3570
Limestone	4380	2690	3220

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Riprap Rock (Average)	4500	2610	3150
Granite	4540	2640	3170
Basalt	4950	3020	3640
Clay	3220	2150	3570
Gneiss	4550	2720	3180

1 Square Yard = 9 Square Feet = 0.8361 Square Meters

1 Ton = 2000 Pounds = 907.185 Kilograms

1 Yard = 3 Feet = 0.9144 Meters

BULK FACTORS FOR DEMOLITION:

☒ The following bulk factors shall be used to calculate the volume of demolished material to be transported from the project site.

- **Asphalt** = 1.25
- **Concrete** = 1.40

CONVERSIONS:

1 Acre = 43,560 Square Feet = 4046.8 Square Meters

1 Board Foot = 12" x 12" x 1" = 144 Cubic Inches

1 Centimeter = 0.3937 Inches = 0.0328 Feet

1 Cubic Foot = 0.03704 Cubic Yards = 0.02832 Cubic Meters

1 Cubic Meter = 1.3080 Cubic Yards = 35.3147 Cubic Feet

1 Cubic Yard = 27 Cubic Feet = 0.7646 Cubic Meters

1 Foot = 12 Inches = 0.3048 Meters

1 Inch = 2.54 Centimeters = 0.0254 Meters

1 Kilogram = 2.2046 Pounds

1 Kilometer = 0.6214 Miles = 3280 Feet

1 Meter = 100 Centimeters = 3.2808 Feet

1 Mile = 5280 Feet = 1.6093 Kilometers

1 Pound = 0.4536 Kilograms

1 Square Foot = 144 Square Inches = .0929 Square Meters

1 Square Meter = 1.1960 Square Yards = 10.7639 Square Feet

Sheet Metal Thickness (inches)				
Gage No.	Steel Sheet	Galvanized Steel Sheet	Stainless Steel Sheet	Aluminum Sheet
10	.135	.138	.141	
11	.120	.123	.125	
12	.105	.108	.109	
13	.090	.093	.094	.072
14	.075	.079	.078	.064
15	.067	.071	.070	.057
16	.060	.064	.063	.051
17	.054	.058	.056	.045
18	.048	.052	.050	.040
19	.042	.046	.044	.036
20	.036	.040	.038	.032
21	.033	.037	.034	.028
22	.030	.034	.031	.025
23	.027	.031	.028	.023
24	.024	.028	.025	.020
25	.021	.025	.022	.018
26	.018	.022	.019	.017

STANDARD GEOMETRY:

Circle

- Circumference = $2 \pi \text{ radius} = \pi \text{ diameter}$
- Area = $\pi \text{ radius}^2 = \pi (\text{diameter}^2 / 4)$