



**INVITATION FOR BID (IFB)
POLICE STATION EXPANSION**

ISSUE DATE: Thursday, February 23, 2023

IFB NO.: 20001-FY23-38

PRE-BID MEETING &
SITE VISIT: Tuesday, March 7, 2023: 1:30 p.m.

QUESTIONS DUE: Friday, March 17, 2023; 5:00 p.m.

BIDS DUE: Tuesday, April 11, 2023; 3:00 p.m.

DELIVERY ADDRESS: Commonwealth's eProcurement Website
www.eva.virginia.gov

CONTACT: David Christianson, CPPB
Deputy Procurement Officer
Phone: (703) 771-2711
Email: BidQuestions@leesburgva.gov

NOTE: Effective January 1, 2021, and until further notice, all bids and proposals in response to a formal solicitation issued by the Town will be securely received via eVA, the Commonwealth's eProcurement website. All formal solicitations, including notices of addenda, will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and eVA (www.eva.virginia.gov). Courtesy notifications will be provided to interested parties who have registered to receive updates. Interested parties are responsible for providing the correct contact information to the Town.

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Leesburg Police Station Renovation and Addition Bid Plans

Volume 1 – Part 1 of 4

Volume 1 – Part 2 of 4

Volume 1 – Part 3 of 4
Volume 1 – Part 4 of 4
Volume 2 – Part 1 of 2
Volume 2 – Part 2 of 2

Final Plans/As-Builts of Main and Support Buildings

- 1996 Original Building Final Plans – Part 1 of 2
- 1996 Original Building Final Plans – Part 2 of 2
- 2012 Support Building Addition Final Plans
- 2012 Support Building Addition Architectural As-Builts
- 2012 Support Building Addition Civil As-Builts

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**TOWN OF LEESBURG
ADVERTISEMENT FOR BID**

**IFB NO. 20001-FY23-38
POLICE STATION EXPANSION**

****NOTE: Effective January 1, 2021, all bids and proposals in response to a formal solicitation issued by the Town will be securely received via eVA, the Commonwealth's eProcurement website. Additionally, at this time the Town is not conducting in-person public bid openings. ****

SEALED BIDS from prequalified Contractors to construct the above project WILL BE RECEIVED by the Town of Leesburg, electronically via the Commonwealth's e-procurement website (www.eva.virginia.gov), **UNTIL BUT NO LATER THAN 3:00 PM (LOCAL TIME) ON TUESDAY, APRIL 11, 2023.** **The Town of Leesburg will only consider bids submitted by Contractors who were prequalified pursuant to Request for Qualifications (RFQ) No. 20001-FY23-37 Pre-Qualification for Construction - Police Station Expansion.** Bids shall be submitted electronically using the following naming convention: the IFB number and the name of the bidder (i.e. "IFB No. 20001-FY23-38_Your Company's Name").

A non-mandatory pre-bid meeting will be held on Tuesday, March 7, 2023 at 1:30 pm (local time) at the Leesburg Police Station located at 65 Plaza Street NE, Leesburg, VA 20176. A non-mandatory site visit will immediately follow the pre-bid meeting. Parking is available in the front of the building off of Plaza Street. Attendees will be required to show a valid government ID and sign in prior to being allowed beyond the secured areas of the building. Attendees are required to follow all Town COVID protocols in place at the time of the meeting. The pre-bid portion of the meeting may be attended virtually via Microsoft Teams.

- To join the meeting and view the video shared by the Town of Leesburg from your computer, please see the following link(s): https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmRjZWJlZlItMzk2ZS00MWVlLWJkNjItOGY0NGM1MmJlNGQz%40thread.v2/0?context=%7b%22Tid%22%3a%22fcff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%2298408a1a-5a6b-48ff-88e8-a0051971a913%22%7d
- To join the meeting via phone, please see the following dial-in info:
Dial In #: +1 689-218-0588
Meeting Conference ID: 919 153 881#
- For more information: [Learn More](#)

All questions regarding this bid must be submitted in writing via email to BidQuestions@leesburgva.gov until but no later than 5:00 pm (local time) on Friday, March 17, 2023.

Bids will be publicly opened via Microsoft Teams using the eVA e-Procurement website at the due date and time listed above. The bid opening will be livestreamed via Microsoft Teams and made available to the public.

- To join the meeting and view the video shared by the Town of Leesburg from your computer, please see the following link(s): https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDIxNjk1ZDctNjg0Yi00MWRiLTlmZWItY2ZlOGFIY2RmOTM3%40thread.v2/0?context=%7b%22Tid%22%3a%22fcff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%2298408a1a-5a6b-48ff-88e8-a0051971a913%22%7d
- To join the meeting via phone, please see the following dial-in info:
Dial In #: +1 689-218-0588
Meeting Conference ID: 801 069 018#
- For more information: [Learn More](#)

Work includes renovating and expanding the existing Leesburg Police facility, to include a new building addition, renovation of the existing buildings, adding secured and unsecured parking, and all incidentals related thereto. The existing police building will be occupied during construction and the design will be compatible with phased construction in order to minimize impacts to the police. The Town reserves the right to perform all, part, or none of the work.

Bid Documents are available for download from the Town's Bid Board at <http://www.leesburgva.gov/bidboard>. **Any addenda issued for this project will be posted on the Town's Bid Board and eVA (<https://eva.virginia.gov>) with a courtesy email to those firms who have registered on the Town's Bid Board. It is the bidders' responsibility to provide a correct email address and to be aware of any addenda.**

David Christianson, CPPB
Deputy Procurement Officer



REQUIRED BID RESPONSE FORMS
IFB NO. 20001-FY23-38
POLICE STATION EXPANSION

Bidders shall submit bids to the Town in accordance with the Submission of Bids section of the Bid Documents and shall include the following completed documents with their bid submission:

Checklist

- _____ **Bid Submission Form (includes Conflict of Interest and Collusion Certifications)**
- _____ **Acknowledgement of Addenda**
- _____ **Bid Form – Pricing (For Reference Only) ** SUBMITTED ELECTRONICALLY VIA EVA****
- _____ **Escrow of Retained Funds**
- _____ **Bid Bond ** The bid bond includes a certification of consent to electronic signatures and digital seal. The Town reserves the right to request a wet signature, raised seal bid bond. See the Bid Bond section of the Bid Documents for details and instructions.**

- _____ **Cashier’s Check (in lieu of a Bid Bond) ** When the bid security is in the form of a cashier’s check, a copy of the cashier’s check shall be submitted with the bid and the original cashier’s check shall be delivered to the Town within two (2) business days after the bids are due to the Town. See the Bid Bond section of the Bid Documents for details and instructions. ****
- _____ **Qualification Form**

Bidders shall use the required bid response forms included in the Bid Documents when submitting their bid to the Town. Bidders who do not provide all required bid response forms may be deemed non-responsive.



BID SUBMISSION FORM
IFB NO. 20001-FY23-38
POLICE STATION EXPANSION

SUBMIT A SIGNED BID FORM VIA EVA, WWW.EVA.VIRGINIA.GOV

**FORMAL BIDS WILL BE DUE NO LATER THAN:
3:00 PM (LOCAL TIME) ON TUESDAY, APRIL 11, 2023**

The undersigned agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices.

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____

Email _____

Business Type (check one):

Corporation Limited Partnership Limited Liability Company

General Partnership Unincorporated Assoc. Sole Proprietorship

Organized under the laws of the State of _____

State Corp. Commission Registration No. _____ (attach Certificate of Good Standing)

Virginia Contractor's License No. _____

Federal Identification No. _____

The Town of Leesburg requests, as a matter of policy, that any bidder receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act.

The Bidder [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this IFB and certify that I am authorized to sign for my company.

Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS FORM WITH THEIR BID



**ACKNOWLEDGEMENT OF ADDENDA
IFB NO. 20001-FY23-38
POLICE STATION EXPANSION**

Bidder acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this bid.

Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____

Dated: _____
Dated: _____
Dated: _____
Dated: _____
Dated: _____
Dated: _____
Dated: _____
Dated: _____

BIDDER MUST RETURN THIS FORM WITH THEIR BID

BID FORM – FOR REFERENCE ONLY

**** Submit bid pricing electronically via eVA. This form is for reference only and should not be submitted with a bid. ****

Item	Description	Quantity	Unit	Unit Price	Extended Price
1	Building Renovation and Addition Work Phase 1	1	LS	\$	\$
2	Building Renovation and Addition Work Phase 2	1	LS	\$	\$
3	Building Renovation and Addition Work Phase 3	1	LS	\$	\$
4	Building Renovation and Addition Work Phase 4	1	LS	\$	\$
5	Building Renovation and Addition Work Phase 5	1	LS	\$	\$
6	Support Building Work	1	LS	\$	\$
7	Site Work	1	LS	\$	\$
				TOTAL BID PRICE	\$
				(SUM OF EXTENDED PRICES OF ITEMS 1 – 7)	

NOT A PART OF THE BID PACKAGE. DO NOT RETURN THIS FORM WITH BID.

ESCROW OF RETAINED FUNDS

In accordance with Section 2.2-4334 of the Virginia Public Procurement Act (VPPA), any Contract valued at \$200,000.00 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the Contract price are to be retained, at the time of submitting a bid, the CONTRACTOR shall have the option to indicate preference for using the escrow account procedure for utilization of the Town retained funds by so indicating in the space provided in the proposal documents. In the event the successful Contract elects to use the escrow account procedure, the "Escrow Agreement" included in the Contract documents shall be executed and submitted to the Manager, Office of Capital Projects within 15 days after receipt of the Notice to Award. If the "Escrow Agreement" form is not submitted, the CONTRACTOR shall forfeit his rights to the use of the escrow account procedure within the 15-day period.

In order to have retained funds paid to an escrow agent, the CONTRACTOR, the escrow agent, and the surety shall execute the "Escrow Agreement" furnished by the TOWN, and submit same to the Manager of Capital Projects for approval. The CONTRACTOR's escrow agent shall be a trust company, approved bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the TOWN to make payment of retained funds to the escrow agent. After approving the agreement, the TOWN 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 the 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 Manager, Office of Capital Projects. When the final estimate is released for payment, the Manager, Office of Capital Projects will direct the escrow agent to settle the escrow amount by paying the CONTRACTOR or the TOWN monies due them as determined by the Manager, Office of Capital Projects. The TOWN reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the CONTRACTOR or in the event of default.

- () We elect to use the escrow account procedure for the deposit of retained funds.

- () We elect not to use the escrow account procedure for the deposit of retained funds.

BIDDER MUST RETURN THIS FORM WITH THEIR BID

BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE MEN PRESENTS, that _____ hereinafter called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____ and authorized to do business in the Commonwealth of Virginia, as SURETY, are held and firmly bound unto _____, as OWNER, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$ _____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for _____ said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE,

- (A) If the bid shall remain open for a period of not less than 90 days following opening of the bids and be rejected, or in the alternate,
- (B) If the bid shall remain open for a period of not less than 90 days following opening of the bids and be accepted and the PRINCIPAL shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with the bid) and shall furnish a performance and payment deposit or surety bond for his faithful performance of the Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith,
- (C) THEN, this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the said amount of this obligation as herein stated. Provided, however, that in addition to the amount of this obligation as herein stated, the SURETY shall be liable for all costs and attorney's fees incurred by the OBLIGEE in enforcing the obligations hereunder.

The SURETY, for value received, hereby stipulates and agrees that the obligation of the SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and the SURETY does hereby waive notice of such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and have executed this instrument and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this _____ day of _____, 20_____ .



PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

IMPORTANT: The SURETY executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Virginia.

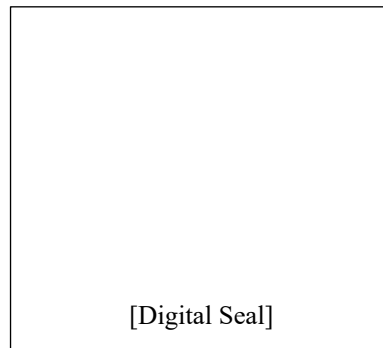
CERTIFICATION OF CONSENT TO ELECTRONIC SIGNATURES AND DIGITAL SEAL

Principal and Surety hereby consent to conduct the transaction of execution of this Bond by electronic means pursuant to the provisions of Va. Code Ann. §§ 59.1-479 through 496, and agree that the Obligee (and any other beneficiary) may rely upon electronic signatures on this Bond or copies thereof as the original signature(s) for enforcement of any obligations of Principal and Surety under this Bond, with no necessity to provide a wet signature version. Further, Surety has authorized its Attorney-in-Fact to digitally affix Surety's corporate seal to this bond. Surety hereby agrees that the digital seal below shall be deemed affixed to this Bond to the same extent as if its raised corporate seal was physically affixed to the face of the Bond.

Signed and sealed this _____ day of _____, 20_____ .

For **Principal** by: _____
Name and Title

For **Surety** by: _____
Attorney-in-Fact



BIDDER MUST RETURN THIS FORM WITH THEIR BID

QUALIFICATION FORM

Note: Refer to the QUALIFICATIONS OF THE LOWEST RESPONSIVE BIDDER section of the INSTRUCTIONS TO BIDDERS. The following information is required as part of your response to this solicitation. Failure to complete and provide this form with your bid response may result in the Town deeming your bid as non-responsive. The use of multiple pages for the different positions and projects is acceptable.

Complete this Qualification Form to demonstrate that the experience of the Project Manager and Superintendent to be assigned to this project meet the requirements delineated in the QUALIFICATIONS OF THE LOWEST RESPONSIVE BIDDER section of the INSTRUCTIONS TO BIDDERS.

Name and Location of the Project: _____

Personnel Name: _____ Job Title/Role: _____

Owner: _____ Owner Contact: _____

Owner Phone: (____) _____ Owner Email: _____

Project Description: _____

Project Timeframe (Years): _____

Square Footage: New Building: _____
 Addition: _____ In Ground? Y / N
 Renovated Area: _____

Foundation Type: _____

Police Station or Similar Building:
Y / N Police Station OR Y / N Similar Building
Y / N Included a public interface
Y / N Included secure building access controls
Describe: _____
Y / N Included building hardening
Describe: _____
Y / N Included secure records/storage
Y / N Met Risk Category IV of the IBC

For Renovations Only:
Y / N Required controlled building access during construction
Describe building access controls used: _____

Y / N Required continuous occupancy and phasing during construction
Describe: _____

*BIDDER MUST RETURN THIS FORM WITH THEIR BID
additional sheets should be attached as necessary*

INSTRUCTIONS TO BIDDERS

PREQUALIFICATION REQUIREMENT

The Town of Leesburg will only consider bids submitted by Contractors who were prequalified pursuant to Request for Qualifications (RFQ) No. 20001-FY23-37 Pre-Qualification for Construction - Police Station Expansion. Contractors who were not previously prequalified pursuant to the above-mentioned RFQ are not to submit a bid and shall not be considered for award. The Town will post a Notice of Qualification to the Town Bid Board (<http://www.leesburgva.gov/bidboard>) relative to RFQ No. 20001-FY23-37 Pre-Qualification for Construction - Police Station Expansion listing those contractors who were prequalified no later than thirty (30) days before the Bid Due date.

BACKGROUND

This project is to expand and renovate the existing Police Department headquarters at the Public Safety Center located at 65 Plaza Street, NE. The current building was constructed in 1997 when the population of Leesburg was approximately 24,000. Since that original construction, the Town's population has more than doubled. A Needs Assessment and Master Plan Options Study prepared in 2010 forecast that the Police Department would need approximately 14,800 square feet of office space and 6,200 square feet of technical support space within 25 years. Subsequent to completing that study, the Technical Support building was expanded in 2013.

This project will provide the first phase of expansion of the Police Department headquarters in conjunction with current police needs. Future expansions will be required as the Town and the police force continue to grow.

Construction is scheduled to begin in the fall of 2023 and completed in the fall of 2025.

SCOPE OF WORK

The Town of Leesburg, Virginia ("Town") is requesting sealed bids from qualified Bidders to provide construction services for the Police Station Expansion project.

The project includes the building of an approximately 14,500 SF addition adjacent to the existing main building, the renovation of the existing 21,270 SF main building, HVAC work on the Support Building, and site work to include the expansion of the existing secure parking lot. This facility is a critical structure and is a Risk Factor IV facility per the International Building Code (IBC).

The existing buildings will be occupied during construction and remain open to the public 24 hours a day, 7 days a week. Construction will consist of five (5) phases in order to minimize impacts to the Leesburg Police, negating the need to move staff offsite during construction, and maintain 24/7 operation. Construction is anticipated to take 24 months.

The addition, located to the south of the existing building, will be a one-story steel-framed structure supported by a combination of load-bearing concrete masonry unit (CMU) perimeter exterior walls and interior structural steel columns. The addition is predominantly clad in brick with CMU backup walls, which will match the existing police station building with accents of precast, metal

panels and glazing systems. The new addition has been designed to support a future second floor level addition, including the construction of an elevator pit and framed openings for future stairs. The new addition will house a new public lobby, administration functions, and investigations space. The space vacated by these two functions will provide expansion space for the balance of the functions remaining in the original building and will act as swing space during specific phases of construction. Special building features include a physical training room with a raised roof, a raised clerestory roof over the central detective office area, and a raised clerestory roof at the main public entrance.

Due to the potential for below grade karst formations, the majority of the building load-bearing walls and columns will be supported by drilled micropile foundation system. The micropiles will be loaded with reinforced concrete pile caps and braced with reinforced concrete grade beams. Lightly loaded walls and column footings will be supported by continuous footings and spread footings respectively.

The main roof structure will typically be 2-1/2 inch normal weight concrete fill on 1-1/2 inch deep, 20 gauge galvanized composite floor deck for a total slab depth of 4 inches. The concrete roof slab will act as a future second floor slab if the second floor addition is constructed in the future. The roof slab will typically be supported by composite steel wide flange beams. Other roof areas, not designed to be a future second floor, will be constructed using 1-1/2", 22 gauge, galvanized steel roof deck supported by wide flange steel beams. The roof structure will typically be supported by perimeter exterior load-bearing CMU walls and internal structural steel HSS (tube) columns. A roof screen wall will be located along the south edge of the roof.

Site features such as landscaping walls have been provided to act as vehicle barriers along the public parking area, and the CMU walls for the new addition will be grouted solid to provide additional hardening for the building. Site improvements include modifications to the existing security fence, new security fence construction, additional high-speed electronic security gates, and additional secured and unsecured parking. An outdoor courtyard is created by the new addition which provides the police with a secure outdoor space which can be used for a variety of purposes, including outdoor meetings, break area or destressing.

The awarded bidder, also referred to herein as "Contractor", shall provide construction services, including, but not limited to the construction of the building addition, the renovation of the existing main building, HVAC work on the Support Building, site work and all incidentals related thereto to complete all of the construction work as shown on the attached plans and specifications.

The Town reserves the right to perform all, part, or none of the work.

NON-MANDATORY PRE-BID MEETING & SITE VISIT

A non-mandatory pre-bid meeting will be held on Tuesday, March 7, 2023 at 1:30 pm (local time) at the Leesburg Police Station located at 65 Plaza Street NE, Leesburg, VA 20176. A non-mandatory site visit will immediately follow the pre-bid meeting. Parking is available in the front of the building off of Plaza Street. Attendees will be required to show a valid government ID and sign in prior to being allowed beyond the secured areas of the building. The pre-bid portion of the meeting may be attended virtually via Microsoft Teams.

- To join the meeting and view the video shared by the Town of Leesburg from your computer, please see the following link(s): https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmRjZWJlZTItMzk2ZS00MWVvLWJkNjItOGY0NGM1MmJlNGQz%40thread.v2/0?context=%7b%22Tid%22%3a%22feff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%2298408a1a-5a6b-48ff-88e8-a0051971a913%22%7d
- To join the meeting via phone, please see the following dial-in info:
Dial In #: +1 689-218-0588
Meeting Conference ID: 919 153 881#
- For more information: [Learn More](#)

QUESTIONS AND INQUIRIES (VPPA 2.2-4316)

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this IFB. Questions concerning this IFB, including comments concerning specifications, must be made in writing via email to the Procurement Contact listed on the cover page of the IFB. **Questions must be received by the date and time listed on the cover page of this IFB.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the bid due date. Additional clarifications to the specifications will also be in the form of a written addendum. All addenda will be posted on the Town's website. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the bid documents. It is the bidder's responsibility to obtain all addenda from the Town's website: <http://www.leesburgva.gov/bidboard>.

USE OF BRAND NAMES/SUBSTITUTIONS (VPPA 2.2-4315)

In accordance with Section 2.2-4315 of the VPPA, unless otherwise provided in this IFB, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the Town in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Specifications Section 012500 – Substitution Procedures shall govern substitutions under any resulting contract.

INCOMPLETE DOCUMENTS

The Contractor, as a bidder, is responsible for having determined the accuracy and completeness of bid documents upon which it relied in making its bid, and having notified the Procurement Contact immediately upon discovery of an apparent inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the bidding documents.

If the Contractor proceeds with any activity that may be affected by an inaccuracy, error in, or omission described above, of which it has not notified the Procurement Contact, the Contractor hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the Town.

FORM AND STYLE OF BIDS

Bids shall be submitted electronically via the Commonwealth's electronic procurement website (eVA). Unless otherwise specified or permitted herein, prices shall be submitted on all line items shown in eVA. In addition to submitting bid pricing electronically via eVA, bidder shall also upload all completed bid response forms as required by the Town with their Bid.

Bids shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract. During the COVID-19 State of Emergency, and for the duration of the Emergency or until further notice, electronic signatures will be accepted by the Town; submission of a bid through the eVA system constitutes your representation that your firm authorizes the use of electronic signatures. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. All names shall be typed or printed in ink below the signatures. The address, phone number and email address for communication regarding the bid shall be shown.

Bids shall contain evidence of the Bidder's authority to do business in the Commonwealth of Virginia. Bidder's Virginia State Contractor license number shall also be shown on the Bid Response Form.

BID BOND

NOTE: THIS SECTION CONTAINS REVISED PROCUREMENT PROCEDURES

Each bid shall be accompanied with a copy of the bid security (on enclosed bid bond form or in the form of a cashier's check), in the amount of five percent (5%) of the bidder's Total Bid Price, pledging that the Bidder will enter into a Contract with the TOWN on the terms stated in the Bid. Should the Bidder refuse to enter into such Contract the amount of the bid security shall be forfeited to the TOWN as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the TOWN in the event the TOWN fails to prove financial capability if requested in writing by the successful bidder. Pursuant to VPPA Section 2.2-4336.

The provided bid bond form includes a certification of consent to electronic signatures and digital seal, which must be completed. The Town reserves the right to require any bidder to submit a wet signature, raised seal bid bond at the Town's request.

If bidder's surety does not authorize electronically signed (digitally sealed) bid bonds in the form requested, bidder may satisfy the bid bond requirement by submitting an original wet signature, raised seal bid bond to the Town within two (2) business days after bid opening, provided that bidder also includes the following documentation with the bid submission package via eVA: written confirmation from the surety stating that the surety will not provide an electronically signed (digitally sealed) bid bond in the form requested; AND a .pdf copy of the original wet signature, raised seal bid bond.

When the bid security is in the form of a cashier's check, a copy of the cashier's check shall be submitted with the bid and the original cashier's check shall be delivered to the Town within two (2) business days after the bids are due to the Town. The original cashier's check shall be mailed/delivered

to: Town of Leesburg, Virginia, Attn: Procurement Office, 25 W. Market Street, Leesburg, VA 20176. The Town reserves the right to deem bidders non-responsive for failure to provide the original cashier's check within the timeframe specified.

The TOWN will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

TOWN OF LEESBURG BUSINESS PROFESSIONAL AND OCCUPATION LICENSE (BPOL)

Bidders do not have to obtain a BPOL license in order to submit a bid to the Town; however, the successful bidder must obtain a license, if applicable, prior to award of the contract.

The successful bidder must comply with the provisions of Section 20-233 (License requirement) of the Town of Leesburg Code, if applicable. For information on the provisions of this chapter and its applicability to this Contract, contact the Town of Leesburg Accounting Associate, Finance Department, Town of Leesburg, Virginia, at telephone number 703-771-2753 or email BusinessLic@leesburgva.gov.

SCC IDENTIFICATION NUMBER (VPPA SECTION 2.2-4311.2)

Every Bidder must include their State Corporation Commission (SCC) Identification Number or reason for exemption with his/her bid. If this information is not included, the Bid may be rejected.

VIRGINIA CONTRACTOR'S LICENSE NUMBER (CODE OF VIRGINIA §54.1-1115, A1 AND A6)

Bidder certifies that he/she is properly registered as a licensed Contractor under Title 54 of the Code of Virginia. Bidder shall provide his/her Virginia Contractor's License Number in the designated location on the Bid Response Form or the Bid may be rejected.

SUBMISSION OF BIDS

In order to be considered for a contract award, bidders must complete and submit a response to this IFB via the Commonwealth's electronic procurement website eVA (www.eva.virginia.gov). eVA streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. Bidders desiring to provide goods and/or services to the Town must be a registered vendor in eVA. eVA Vendor Registration is free.

On the eVA website, www.eva.virginia.gov, applicants must login as a vendor using their eVA username and password. Please contact eVA Customer Care for instructions and/or assistance in registering to become a vendor, login, and/or uploading documents. eVA Customer Care:

Hours: 8:00 AM to 4:45 PM, Monday through Friday
Phone Toll Free: 866-289-7367
Email: eVACustomerCare@DGS.Virginia.gov

Bids shall be submitted electronically to the Town via the Commonwealth's eVA website **prior** to the bid submission deadline stipulated for this IFB or as amended via any subsequent addenda issued by the Town. Bidders assume full responsibility for the electronic delivery of the completed proposal to www.eva.virginia.gov on or before the deadline for submission. The Town is not responsible for any loss or delay with respect to the submission of bids. Late bids will **not** be accepted. Bids submitted by any method other than via the eVA website will **not** be accepted.

All required forms and documentation submitted in response to this IFB must be uploaded as one (1) pdf attachment to eVA (www.eva.virginia.gov). The attachment should use the following naming convention: the IFB number and the name of the bidder (i.e. IFB No. _____ - Your Company's Name).

NOTE: eVA will not allow a bidder to upload documents after the deadline set for receipt of bids. Any submission partially uploaded at the deadline date and time will be considered incomplete and will not be accepted. ANY BID RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.

MODIFICATION/WITHDRAWAL OF BID

A Bid may not be modified, withdrawn, or cancelled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

Prior to the time and date designated for receipt of Bids, a Bid submitted electronically to the Town via the Commonwealth's eVA website may be modified or withdrawn.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

If within two (2) business days after Bids are opened and Bidder files a duly signed written notice, accompanied by original work papers, with the TOWN that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Withdrawal of bids submitted to the TOWN is governed by Section 2.2-4330 of the Virginia Public Procurement Act (VPPA).

ACCEPTANCE OF BID (VPPA 2.2-4337)

The bids received shall be open to acceptance and is irrevocable for **ninety (90) days** from the Bid Closing date.

If the bid is accepted by the Town within the period specified above, the Contractor shall provide a certificate of insurance, Payment bond, and Performance Bond within 10 days of the Notice of Award or Notice of Intent to Award. Each bond, the Performance Bond and the Payment Bond, shall be in the amount of 100% of the Contract Amount. The bonds shall be corporate surety bonds issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the

Town. The Performance Bond will be conditioned upon the faithful performance of all of the work shown, described and required in the Contract Documents. The Payment Bond will be conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for providing labor, equipment of material in the performance of the work provided for in the Contract Documents.

If this bid is accepted within the time stated, and the Contractor fails to provide the required Bonds, or commence the project as directed, the security deposit shall be forfeited as damages to the Town by reason or failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

CONSIDERATION OF BIDS & BID OPENING

The TOWN shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid, which is in any way incomplete or irregular. Though the eVA website does not reject multiple bid submissions, the TOWN permits only one bid to be submitted by the same firm in response to this IFB. Accordingly, the Town reserves the right to reject multiple bids submitted by the same firm in eVA. If a bidder submits more than one bid in response to this IFB, only the most recent submission will be considered, and previously submitted bids will be rejected.

All bids received will be opened publicly and read aloud utilizing the Commonwealth's eVA website. The bid opening for this project will be held at date and time specified in the Advertisement for Bid. The bid opening will be livestreamed via Microsoft Teams for accessibility to the public.

After the bids are opened and publicly read aloud, the Town will recalculate the arithmetic of all bids. The recalculation will consist of the following:

1. The Extended Price will be the Quantity x Unit Price. The accuracy of this calculation will be verified for all unit price items of work. All mathematical errors will be corrected to arrive at the correct extended price. If a bidder submits "NO BID" or no price is shown or entered for the Unit Price, the bidder shall be deemed non-responsive. If a bidder submits a price of "0" for the Unit Price, it will be understood to be at a unit price of zero or no cost to the Town.
2. The sum of all extensions will be calculated and any mathematical errors will be corrected.
3. If there are multiple sections to the bid, for example the Total Base Bid = Section 'A' + 'B', the sum of the sections will be calculated. All mathematical errors will be corrected.

The corrected price and correct sum thereof will be used to determine the lowest responsive, responsible bidder and will become the value of the recommended contract award.

NEGOTIATIONS WITH THE LOWEST RESPONSIVE BIDDER

Unless all bids are cancelled or rejected, the Town 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. Funds available shall mean those funds, which were budgeted for this contract

prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

QUALIFICATIONS OF THE LOWEST RESPONSIVE BIDDER

This project requires specialized knowledge and expertise. The Contractor shall assign staff with appropriate knowledge and expertise to successfully complete the project. As stated in the prequalification solicitation for this project (RFQ No. 20001-FY23-37 Pre-Qualification for Construction – Police Station Expansion), the following are the minimum qualification requirements for the Project Manager, Superintendent, and Quality Control Manager that will be reviewed as a part of the bid evaluation. The Town shall reserve the right to reject the Contractor’s proposed personnel if they fail to meet these requirements, in which instance the Contractor will propose other individuals within five (5) business days for the Town’s review and approval.

Project Manager: The Project Manager must have a minimum of ten (10) years’ experience as a Project Manager and meet the following experience requirements.

Project Manager must have experience in completion of similar project(s). Demonstration of this experience shall be by means of providing description(s) of completed project(s) for which the Project Manager served as Project Manager and which are similar in size and scope to the project planned by the Town. In order to be considered similar in size and scope, such project(s) shall collectively include each of the criteria listed below.

- i. A police station building or similar building (as described below). To be considered a similar building, the building must include: a public interface, secure building access controls, building hardening, secure records/storage, and meet Risk Category IV of the International Building Code (IBC).
- ii. An in-ground addition or a new building at or over 12,000 SF.
- iii. A project with micropiles or similarly complex deep foundations.
- iv. A renovation of an existing building at or over 15,000 SF that required controlled building access during construction.
- v. A renovation of an existing building at or over 15,000 SF that required continuous occupancy and phasing during construction.

In addition to the above, the Project Manager must be a direct employee of the Contractor.

Contractor shall submit the following with the Bid:

- Submit Project Manager’s resume showing minimum 10 years’ experience as a Project Manager.
- Submit the Qualification Form(s) contained within this IFB demonstrating the Project Manager meets the experience requirements stated above.
- Submit confirmation on Contractor letterhead that the Project Manager is a direct employee of the Contractor.

Superintendent: The Superintendent must have a minimum of ten (10) years' experience as a Superintendent and meet the following experience requirements.

Superintendent must have experience in the completion of similar project(s). Demonstration of this experience shall be by means of providing description(s) of completed project(s) for which the Superintendent served as Superintendent and which are similar in size and scope to the project planned by the Town. In order to be considered similar in size and scope, such project(s) shall collectively include each of the criteria listed below.

- i. A police station building or similar building (as described below). To be considered a similar building, the building must include: a public interface, secure building access controls, building hardening, secure records/storage, and meet Risk Category IV of the International Building Code (IBC).
- ii. An in-ground addition or a new building at or over 12,000 SF.
- iii. A project with micropiles or similarly complex deep foundations.
- iv. A renovation of an existing building at or over 15,000 SF that required controlled building access during construction.
- v. A renovation of an existing building at or over 15,000 SF that required continuous occupancy and phasing during construction.

In addition to the above, the Superintendent must have at a minimum an Occupational Safety and Health Administration (OSHA) "30-hour certification" and must be a direct employee of the Contractor.

Contractor shall submit the following with the Bid:

- Submit Superintendent's resume showing minimum 10 years' experience as a Superintendent.
- Submit the Qualification Form(s) contained within this IFB demonstrating the Superintendent meets the experience requirements stated above.
- Submit confirmation on Contractor letterhead that the Superintendent is a direct employee of the Contractor.
- Submit Superintendent's Occupational Safety and Health Administration (OSHA) "30-hour certification".

Quality Control Manager: The Quality Control Manager (QCM) must have a minimum of five (5) years' experience in a similar role. The QCM must have a U.S. Army Corps of Engineers Certification for Construction Quality Control Management for Contractors or equivalent certification. In addition, the Quality Control Manager must be a direct employee of the Contractor.

Contractor shall submit the following with the Bid:

- Submit Quality Control Manager's resume showing minimum 5 years' experience as a Quality Control Manager (QCM) or in a similar role.
- Submit Quality Control Manager's U.S. Army Corps of Engineers Certification for Construction Quality Control Management for Contractors or equivalent certification.
- Submit confirmation on Contractor letterhead that the Quality Control Manager is a direct employee of the Contractor.

Bidders must complete the Qualification Form evidencing compliance with the above qualification requirements. The use of multiple pages is acceptable. **All qualification documentation shall be submitted as part of the bidder's bid package. Bids received without the required documentation shall be deemed non-responsive.**

AWARD

It is the intent of the TOWN to award a Contract to the lowest responsive and responsible Bidder, up to the budgeted funding approved each Fiscal Year by the Town Council. The Town reserves the right to accept or to reject any or all bids in whole or in part, to make multiple awards, and to waive informalities in the process of awarding this contract. The Notice of Intent to Award a contract resulting from this Invitation for Bid will be posted on the Public Notice Board at 25 W. Market Street, Leesburg, VA and on the Town's Bid Board (<https://www.leesburgva.gov/bidboard>).

PROTEST

Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the TOWN, no later than 10 days after the award or the announcement of the decision to award, whichever occurs first, pursuant to Section 2.2-4360 of the VPPA.

COMPENSATION AND PAYMENT

Payments are due and payable forty-five (45) days from the date of the Contractor's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the Publication entitled The Wall Street Journal.

COORDINATION WITH UTILITIES

The Contractor shall coordinate the work of his forces with the utility companies during the contract to ensure the continuing progress of all work to be performed within the project area. The Contractor shall notify "MISS UTILITY" at 1-800-552-7001, 72 hours prior to beginning construction.

It shall be the responsibility of the Contractor to notify operators who maintain underground utility lines in the area of proposed excavation or blasting at least five (5) business days prior to any construction, subsequent maintenance or repair.

The Contractor shall dig test holes over all existing utilities prior to construction to determine their exact location and shall notify the construction manager of any necessity for redesign.

CONTRACT TIME

The Town has established three interim milestones for this project.

- Milestone 1: The Contractor shall substantially complete the building addition within Three Hundred Ninety (390) calendar days or 13 months from Notice to Proceed.
- Milestone 2: The building addition shall be move-in ready within Four Hundred Twenty (420)

calendar days or 14 months from the Notice to Proceed.

- Milestone 3: The Contractor shall substantially complete the renovation of the existing facilities and site work within Six Hundred Ninety (690) calendar days or 23 months from Notice to Proceed.

The Contractor will be subject to Liquidated Damages if Milestone 1, Milestone 2 or Milestone 3 dates are not achieved.

The Contractor shall identify in the Baseline Progress Schedule, each applicable milestone activity with a date equal to Contract specified completion date.

For each milestone, the Contractor shall designate the critical path activities, as reflected on the Baseline Progress Schedule. For the purpose of this requirement, critical path is the longest series of logically sequenced activities from start to finish that defines the overall time to complete a milestone or the project, as applicable.

In the event of an excusable delay for which the Contractor is seeking a time extension, the Contractor shall submit a Schedule Impact Analysis (SIA) using Contemporaneous Methodology to substantiate its request for a time extension, according to Section 108.04 of the Virginia Department of Transportation 2016 Road and Bridge Specifications. The Project Manager will evaluate the Contractor's request based on the critical path and available total float. Total float is the number of working days that an activity can be delayed before it delays a related provisional milestone or the project.

Project Substantial Completion:	690 calendar days from Notice to Proceed
Project Final Completion:	30 calendar days from Substantial Completion
Liquidated Damages:	\$1,000.00 per day

TREES

In the event that a tree is injured or damaged, the Contractor should contact the Town's inspector immediately.

CONTRACT ITEMS OF WORK

Work Hour Restrictions: All work necessary for the addition and renovation of the existing police station shall be performed between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. The Town must approve any work to take place outside of the established working hours in order to ensure access to the site, proper owner oversight, and compliance with the Town's noise ordinance.

In the event of an emergency that requires the Leesburg Police to lock down their facility, work will be stopped until such time that the Leesburg Police or a Town Representative alerts the Contractor that work can resume.

As-Built Drawings: As per Article 4.13 and Town of Leesburg Design and Construction Standards Manual (DCSM) requirements.

Scope of Work: The scope of work is as follows and shall be in conformance with the attached plans and specifications.

- The Contractor will be responsible for marking all existing site utilities, including but not limited to gas, water, sewer, telecommunications and electrical. The contractor must have a valid Miss Utility Ticket at all times during the course of the project.
- The Contractor is required to provide a sequence of construction for review and approval by the Town.
- Submittals to include a detailed Project Schedule in a bar chart format using either Primavera P6 or Microsoft Project, Schedule of Values (project schedule activities should be related to Schedule of Values items), resource chart, progress photos, material samples, shop drawings, mix designs, sample mock-up, cut sheets, etc. This is not meant to be an all-inclusive list but an example of the types of submittals the Town will be requiring for the project.
- The Contractor will be responsible for relocating and/or removing utilities necessary for construction. The Contractor will coordinate with the applicable utility companies to facilitate this work.
- The Contractor will be responsible for building the new addition to the Police Headquarters, renovating the existing main building, HVAC work associated with the Support Building, and site work associated with the expansion and additional parking.
- The Contractor will be responsible for build out of the phasing areas and securing them during construction in coordination with the Leesburg Police. The Contractor will be responsible for maintaining Leesburg Police use of and access to the buildings and parking areas during construction. The Construction will be responsible for maintaining police access to the department armory within the main building throughout the project.
- The Contractor will be responsible for maintaining public access to the front parking lot off Plaza St and an accessible public entrance to the building during construction.
- The Contractor will be responsible for maintaining access to the adjacent Fire Station facility.

Permits:

- A building permit will be required and provided by the Town prior to the start of construction.
- A grading permit will be required and provided by the Town prior to the start of construction.
- A VSMP permit will be required and provided by the Town prior to the start of construction.
- A Zoning permit will be required and provided by the Town prior to the start of construction.
- Trade permits will be required from Loudoun County. Contractor shall be responsible for applying for and obtaining the permits. All work shall comply with all provisions of the National and local building codes and best practices of all appropriate trades.

Materials: As noted in the plans and specifications, materials shall be coordinated with the existing building façade to match to the best extent possible, where applicable.

Dust Control: The Contractor shall make every effort to control dust on site.

Site Access and Fencing: The Contractor shall limit the access to the site. All employees will be required to sign in upon entering the site and show a valid U.S. government-issued photo identification. For access to the existing Support Building, Communications Center, Armory, Criminal Investigations Section and Records areas, all employees will need to be escorted in coordination with Leesburg Police. The phased construction will be coordinated with the Leesburg Police to maintain site security, including maintaining access to the armory and the secure parking lot. The Leesburg Police and the Town reserve the right to require background checks when necessary, to be facilitated through the Leesburg Police and at no expense to the Contractor, and to take necessary steps in regards to the results of those checks if it endangers site security. The Contractor will be responsible for securing access from areas under construction or renovation into the occupied operational areas of the buildings. Fencing is to be installed as shown on the plans and as needed to prevent access to the secure parking lot and areas under construction.

The Contractor will be allowed to use the existing grass areas within the Leesburg Police site for staging and access to the work. Contractor vehicle parking will be available on site in the grass areas, along Crownley Terrace, and along the private street between the Fire Department and the Police Department. Parking will not be available in parking spaces within the Fire Station's leased area, in the front parking lot or within the existing secure parking lot. In the case that overflow parking or additional staging area is needed, the Town will coordinate with the Contractor to find accommodation nearby. Existing sidewalk that is not to be disturbed by this project is to be protected by the use of plywood or other approved material when equipment will be operated over, on or adjacent to.

Testing and Inspections: Owner will be responsible for testing and inspections, unless specified as otherwise in the bid specifications.

Damage to Existing Facilities: In the event that the facilities outside of the limits of construction are damaged by the Contractor, the Contractor shall replace in kind at no additional cost to the Town.

Trash and Recycling: The Contractor is responsible for proper disposal of generated waste, trash, and/or debris or other materials generated by the work. At no time shall the Contractor use the Owner's dumpsters to dispose of trash or debris or other materials associated with this scope of work. The Contractor shall be responsible to clean up all work areas at the end of each day and shall ensure all trash and construction debris is removed off site and properly disposed of. The Contractor shall reimburse the Owner for cleanup of any trash or debris left on site by the Contractor after the work is complete. The Contractor shall be permitted to place dumpsters on site within the staging area; any demolished materials that cannot be placed into the Contractor's dumpster must be removed by truck or otherwise hauled away at the end of each shift.

Exclusions: The Contractor is not responsible for providing the goods and services listed below.

- New furniture and its set up, as listed on page I-113 of the bid plans.
- Fitness equipment and its set up, as listed on page I-113 of the bid plans.
- Appliances, including refrigerators, microwaves, coffee makers, dishwashers and their set up, as listed on page I-113 of the bid plans.
- Electronics including TVs, computers, computer monitors, projectors and their screens,

digital whiteboards, desk phones, servers, copiers, printers, paper shredders, and their set up.

- Moving of existing furniture, equipment and office materials that are to be reused and/or needed during project phasing, EXCEPT that Contractor shall be responsible for moving: existing lockers to be reused, existing LIDAR calibrator and signs, and the existing explosive material disposal station.
- Landscaping beyond temporary and permanent stabilization, unless specified otherwise in the Plans and/or Specifications.

MAINTENANCE OF TRAFFIC

The Contractor shall conduct its operations in a manner that will ensure that traffic will be uninterrupted except as approved by the Town. At the close of each workday, the Contractor shall make all private entrances and driveways accessible. The Contractor shall make provisions to maintain a safe area for pedestrian traffic at all times during the project. No excavation shall remain open within the roadway without the approval of the Town except when the excavation can be safely bridged with the use of steel plates or other materials acceptable to the Town. When areas of excavation outside of the roadway do remain open, the area shall be barricaded and warning signs shall be posted.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices". During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP\SLOW" double-sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The workers assigned to the flagging duties shall be VDOT-certified. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify the Town of Leesburg, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

1. All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. This item is to be considered incidental to all other items of work.
2. The Contractor will not be permitted to work on the following holidays:
 - Martin Luther King, Jr Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Day after Thanksgiving
 - Christmas Day
 - Day after Christmas

- New Year's Day
3. Work hours on the project will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday. Work hours outside this period will not be allowed without written permission from the Project Manager, and where applicable per Town Code Section 24-182 (Noise Ordinance), from the Town Manager.
 4. The Contractor is required to submit a Maintenance of Traffic Plan for review and approval. Approval of the Maintenance of Traffic Plan is required prior to beginning any construction activities on the project. **The Maintenance of Traffic Plan is required for the issuance of the required right-of-way permit issued by the Town of Leesburg.**

STEEL/IRON PRICE ADJUSTMENT

This section will provide for additional compensation to the Contractor for increases, or repayment by the Contractor for decreases, in the price of structural steel/iron products. This section will be considered during the performance of the work provided for by the Contractor and will only be considered after Administrative Notice to Proceed. It will allow the Town to make price adjustments to account for changes in structural steel/iron product prices for materials eligible and identified by the Contractor, which will be permanently incorporated into the work. The Contractor will be entitled to this price adjustment on the structural components of the **buildings only** and must submit the estimated weight of steel and average price per pound of steel including supporting bid documents to verify the price per pound. This submission shall be made with the shop drawing submittals for the building structures.

No adjustment will be provided for any new or additional work paid for on a time and materials basis. Additional quantities of existing contract pay items at original bid prices will be considered work eligible for price adjustment.

No adjustment will be provided if the Contractor fails to provide the estimated weight of steel and average price per pound of steel with the shop drawing submittals for the building structures.

The monthly average for steel cost basis and steel index values will be based on the U.S. Bureau of Labor Statistics Mid-Atlantic Information Office Producer Price Index – Metals and metal products – Fabricated structural metal products. The cost basis, benchmark steel index, monthly steel index, and the percentage change are defined as follows:

Cost Basis (CB): An average price of steel products in dollars per ton used solely as a cost basis from which to calculate steel/iron price adjustments. The cost basis for original contract bid price items and additional work at the original contract bid price will be the cost basis listed for the month of the bid letting. The cost basis for additional work at agreed price will be the value of the cost basis for the month the agreed price was submitted to the Engineer.

Benchmark Steel Index (BI): The benchmark steel index for original contract bid price items and additional work at the original contract bid price will be the value of the preliminary Producer Price Index (PPI) for the month of the bid letting. The benchmark steel index for

additional work at agreed price will be the value of the preliminary PPI for the month the agreed price was submitted to the Engineer.

Monthly Steel Index (MI): Value of the preliminary PPI for the month the material is invoiced, by the supplier to the contractor. If a preliminary PPI is not posted for a given month, the value will be the average of the preceding and following months that are posted.

Percent Change: The percent change in any given month will be determined as follows:

$$\text{Percent Change} = \left(\frac{MI - BI}{BI} \right) \times 100$$

The quantity of steel for adjustment for each contract pay item, will be measured to the nearest 0.1 Ton. This percentage change for use in calculating any price adjustment will be capped at 50%. This means that the maximum value for the increase or decrease that can be used is 40% (50% - 10% threshold as described below). Adjustments will be made by percentages as follows:

Percent Change Greater than +10%: If the Percentage Change is greater than 10% from the benchmark steel index, Price Adjustments will be made for materials invoiced by the supplier to the contractor for that month in accordance with the formula set forth below. The Contractor shall provide to the Engineer a detailed list of the weight of eligible materials within 60 calendar days after installation, including: the contract pay item, the weight of the steel, the month of invoice when the material is shipped to the fabricator, the source used to determine the weight, and copies of the invoices to verify the month of invoice from supplier to fabricator.

Percent Change -10% to +10%: If the Percentage Change is between -10% and +10%, inclusive, from the benchmark steel index, no adjustments will be made for materials invoiced that month.

Percent Change Lower than -10%: If the Percentage Change is lower than -10% from the benchmark steel index, a Price Adjustment will be charged to the Contractor for materials invoiced that month from the supplier to the Contractor, in accordance with the formula set forth below. The Contractor shall provide to the Engineer a detailed list of the weight of eligible materials within 60 calendar days after installation, including: the contract pay item, the weight of the steel, the month of invoice when the material is shipped to the fabricator, the source used to determine the weight, and copies of the invoices to verify the month of invoice from supplier to fabricator.

No adjustment will be allotted for the time that the material is stored, staged or shipped. The adjustment for the steel pricing will be made for the materials included in the structural components for the buildings, based on the following formulas:

When Price Increases:

$$\text{Price Adjustment} = \left[\left(\frac{MI - BI}{BI} \right) - 0.10 \right] (CB) Qty$$

When Price Decreases:

$$Price\ Adjustment = - \left[\left(\frac{MI-BI}{BI} \right) + 0.10 \right] (CB) Qty$$

This price adjustment will be measured on a dollars and cents basis. The adjustment will be based on the monthly steel index in effect at the time of the invoice between the supplier and Contractor, calculated using the price adjustment formula shown above.

END OF SECTION

SAMPLE AGREEMENT*

*The Sample Contract herein is for reference only, and may be modified as necessary to conform with the terms of the Instructions to Bidders, General Conditions, Plans and Specifications.

CONTRACT NO. _____
[PROJECT NAME]

THIS AGREEMENT, dated this ____ day of _____, 20__ is between the Town of Leesburg (hereinafter called "TOWN" or "Owner") and _____ (hereinafter called "CONTRACTOR"). TOWN AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **WORK**

1.1 The project's name is _____, project # _____.

1.2 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes _____
_____.

2. **OWNER'S REPRESENTATIVES**

2.1 All references to the Owner's Chief Procurement Officer shall mean: _____.

2.2 All references to the Owner's Project Manager or ENGINEER shall mean: _____, who shall have the sole responsibility for clarifying any ambiguities.

3. **CONTRACT TIME AND LIQUIDATED DAMAGES**

3.1 Time of the Essence

A. All time limits for Interim Completion, Milestones, Substantial Completion, and Final Completion as stated in the Contract Documents are of the essence of the Contract.

B. Contract Time:

a. The Work to be performed under this Contract shall be commenced after issuance of the Notice to Proceed and Substantial Completion shall be achieved within _____ calendar days.

b. Final Completion shall be achieved within _____ calendar days.

c. [Insert Interim or Milestone dates as appropriate.]

3.2 Liquidated Damages

A. TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and the TOWN will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions, Article 8, "TIME." Contractor recognizes the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay the TOWN as follows:

a. For each day that expires after the time established to achieve Substantial Completion as specified above, CONTRACTOR shall pay TOWN liquidated damages in the amount of \$_____.

b. For each day that expires after the time established to achieve Final Completion as specified above, CONTRACTOR shall pay TOWN liquidated damages in the amount of \$_____.

c. [Insert liquidated damage rate for and Interim or Milestone dates.]

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

C. TOWN may recover liquidated damages by deducting the amount owed from progress payments, final payment or retainage.

4. CONTRACT PRICE

4.1. ***[If Fixed Price]*** In consideration of the Performance of the Contract, the Owner agrees to pay the Contractor as compensation for his services the firm, fixed price of: _____ Dollars and _____ Cents (\$_____).

4.2. ***[If Unit Price]*** In consideration of the Performance of the Contract, the Owner agrees to pay the Contractor as compensation for his services in accordance with the Bid Form and Contract Documents, which are included as Exhibits to this Agreement, an amount equal to the sum of the itemized prices as shown for each item of work multiplied by the actual quantity of each item completed:

A. Total Computed Price used for Comparison and Award:

(Words)

\$

(Figures)

All specific cash allowances are included in the above price and have been computed to include the Contractors profit, overhead, all furnishing and installation charges.

This is a unit price contract and the estimated quantities are not guaranteed and are given only as a basis of calculation for comparing and awarding the project. The determinations of actual quantities and classifications are to be made by Project Manager, as provided in the General Conditions, Article 9. The Total Computed Price used for Comparison and Award will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately defined item times the estimated quantity for each item as indicated on the bid form. Notwithstanding the language of this paragraph, the contract price shall not exceed \$ _____ without further authorization.

5. **INTEREST**

- 5.1 The TOWN will pay on all amounts owed to the CONTRACTOR accordance with Sections 2.2-4354 and 2.2-4355 of the Virginia Public Procurement Act.
- 5.2 The rate of interest charged shall be the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates shall be used.

6. **CONTRACT DOCUMENTS**

- 6.1 The Contract Documents which comprise the entire Agreement between TOWN and CONTRACTOR concerning the Work are defined as follows:
 - A. The body of this Agreement;
 - B. Payment Bond (attached);
 - C. Performance Bond (attached);
 - D. Insurance Certificate (attached);
 - E. CONTRACTOR'S Bid (attached);
 - F. Bidding Documents (by reference) including:
 - 1. Advertisement for Bids;

2. Instructions to Bidders;
3. General Conditions;
4. Specifications;
5. Supplemental Specifications;
6. Construction Drawings prepared by _____ bearing the following title:
 - _____(Sheets ___ through ___) approved
7. Addenda

G. Deliverables issued on or after the effective date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Written Amendments
3. Work Change Directives
4. Change Orders

7. **NOTICE**

The term "Notice" as used herein shall mean and include written notice. Any legal notice by any party shall be deemed to have been duly given if either delivered personally or enclosed in a certified mail, postage paid envelope addressed to:

The Owner:

The Owner's Project Manager:

The Contractor:

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed two copies of this Agreement. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR.

OWNER
TOWN OF LEESBURG
25 West Market Street
Leesburg, VA 20176

CONTRACTOR

By _____
Town Manager

By _____
President

Date _____

Date _____

License No: _____

[CORPORATE SEAL]

Approved as to Form:

Town Attorney

Resolution authorizing execution
of Agreement is attached hereto.

Agent for service of process:

(If CONTRACTOR is a corporation
attach evidence of authority to
sign.)

VIRGINIA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____ hereinafter called the CONTRACTOR

(Principal), and _____

a corporation duly organized and existing under and by virtue of the laws of the State

of _____, hereinafter called the SURETY, and authorized to

transact business within the Commonwealth of Virginia, as SURETY, are held and firmly bound

unto The Town of Leesburg as OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of

the United States of America, for the payment of which, well and truly be made to the OWNER.

The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors,

administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached

with _____, naming the OWNER as beneficiary, dated this _____ day of

_____, 20 _____,

for: _____

NOW, THEREFORE, the CONTRACTOR shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of the work, and all insurance premiums on the work, and for all labor performed in the work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Furthermore, the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work to be performed there under, or the Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____(Seal)

Attest

SURETY

By _____(Seal)

Attest

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: The SURETY named on this bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

VIRGINIA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the Commonwealth of Virginia, as SURETY, are held and firmly bound unto The Town of Leesburg as OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER. The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached with _____, naming the OWNER as beneficiary, dated this _____ day of _____, 20 _____,

for: _____

NOW, THEREFORE, the CONTRACTOR shall at all times duly, promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of the CONTRACTOR arising there under, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the CONTRACTOR and final acceptance by the OWNER and comply with all covenants therein contained in the Specifications, Drawings, and other Documents constituting a part of the Contract required to be performed by the CONTRACTOR, in the manner and within the times provided in the Contract, and shall fully indemnify and save harmless the OWNER from all cost and damage which it may suffer by reason or failure so to do, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

Furthermore, the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work to be performed there under, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: The SURETY named on this bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.