



TOWN OF
VIENNA
Virginia

150

TOWN OF VIENNA

127 Center Street S
Vienna, VA 22180

****PRE-QUALIFIED BIDDERS ONLY****

INVITATION FOR BID

IFB 21-03

VIENNA POLICE STATION CONSTRUCTION

UPC 111404

BIDS MUST BE RECEIVED BY:

OCTOBER 9, 2020 AT 11:00 AM

All inquiries concerning this Invitation for Bid
shall be submitted in writing via email

No later than SEPTEMBER 29, 2020 at 2:00PM

to: Purchasing Agent
Gina M. Gilpin
ggilpin@viennava.gov

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Posting Notice/Advertisement

Sealed bids will be received by the Town of Vienna, Virginia at the Purchasing Office, 127 Center Street, South, Vienna, Virginia 22180, for the following:

- **IFB 21-03 VIENNA POLICE STATION CONSTRUCTION**
- **BID OPENING/DUE DATE: OCTOBER 9, 2020 AT 11:00 AM**
- **ONLY THOSE VENDORS WHO HAVE BEEN PRE-QUALIFIED MAY SUBMIT BIDS FOR THIS PROJECT**

On the above dates and at the times specified, bids so received will be publicly opened and read aloud.

Copies of bid forms and specifications are available from the Purchasing Office at the above address, or by calling (703) 255-6359 during normal business hours (8:00am-4:30pm) daily except Saturday, Sunday, and Holidays. These will also be available on the Purchasing Section of the Town's Web Site (www.viennava.gov)

SECTION A. INSTRUCTION TO BIDDERS

1. SUBMISSION OF BIDS AND BID OPENING

- A. Bids will be received by the, Purchasing Agent, 127 Center Street S, Vienna, Virginia, 22180 and will be opened and read at the times and places set forth in the Posting Notice/Advertisement for Bid. Bidders, or their representatives, and other interested persons may be present at the opening of proposals. **Only vendors who have been pre-qualified by the Town may submit bids for this project.**
- B. Bidders must use the attached Official Bid Form to submit their bid. All bids must show unit price, if applicable, and total price. All bidders must return ONE (1) original and ONE (1) copy of the Official Bid Form as well as any issued addendums or any other documentation considered to be part of the Bid Package. **KEEP A COPY OF THE IFB FOR YOUR FILES AND DO NOT SUBMIT IT WITH THE BID PACKAGE.** By signing the Official Bid Form, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person. The envelopes containing the bids must be sealed and addressed to the Purchasing Agent, 127 Center Street S, Vienna, Virginia, 22180 and marked on the outside Proposal for Contract Number IFB, with name of the Bidder and his Virginia State Contractor's Registration Number.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

2. BIDDING DOCUMENTS

- A. Bidding Documents include the Advertisement for Bid, Instructions to Bidders, Official Town Bid Form, the Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon Award of the Contract.
- B. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bid in the number and for the price, if any, stated therein.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the A/E shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. DEFINITIONS

A. THE BID:

A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.

C. ALTERNATES:

An Alternate Bid (or Alternates) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

4. QUALIFICATION OF BIDDER

A. The Successful Bidder shall perform at least that percentage of the Work specified in the Owner-Contractor Agreement, with forces that are in the direct employment of the Contractor's organization. If requested by the Owner, prior to the signing of the contract, the successful Bidder shall submit a statement of work to be performed by his own forces.

B. Prior to Contract award or within seven (7) days of the Owner's request to do so, the successful Bidder shall be prepared to demonstrate that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents.

C. Bidders, whether residents or nonresidents of Virginia, will be required to show evidence of a certificate of registration as required by Chapter 11 of Title 54 of the Code of Virginia before award will be considered. If a bid is \$40,000 or more, or if the Contractor's annual volume is \$300,000 or more, the Contractor must be licensed as a "Class A Contractor". If a bid is \$1,500 or more but less than \$40,000, the Contractor must be licensed as at least a "Class B Contractor". The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid, at the place provided, whichever of the following notations is appropriate:

"Licensed Class A Virginia Contractor No. _____

"Licensed Class B Virginia Contractor No. _____

"Contract is less than \$1,500 therefore licensure is not required".

- D. The Owner will consider, in determining the qualifications of a Bidder, his record in the performance of any contracts for the construction work into which he may have entered with the Town or with such public bodies or corporations. The Owner expressly reserves the right to reject the bid of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, material men, suppliers or employees.
- E. The Owner may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as requested. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Owner that such Bidder is a responsive and responsible Bidder in accordance with the criteria set forth herein. Conditional bids will not be accepted.

5. BIDDER'S REPRESENTATIONS

Each Bidder by submitting his Bid represents that:

- A. He has read and understands the Bidding Documents and his Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;
- B. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed in accordance with this IFB bid package and has correlated his observations with the requirements of the proposed Contract Documents;
- C. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
- D. He has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant, management, superintendents, equipment and materials which will accurately ensure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and Milestone and Completion dates required by the Owner. The Bidder acknowledges and represents that he has made allowances for normal inclement weather indigenous to the Project Site, in bid estimating, planning and scheduling of the Work. The Bidder further acknowledges that the Contract Documents are, in his opinion, appropriate and adequate for completing this project and for the construction of sound and suitable work. The Bidder hereby certifies that the work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.

6. BID SECURITY

- A. Each bid must be accompanied by (1) a certified check of the Bidder made payable to the Town of Vienna or (2) a bidder's bond on the Bid Bond Form. The amount of the bid security will be 5% of the amount of the bid.
- B. Said bid security is given as a guarantee that the Bidder will enter into a contract if awarded the work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Owner. Such security shall be returned to all but the three lowest Bidders within three (3) days after the opening of bids and the remaining security will be returned within 48 hours after the Owner and the successful Bidder have executed the Contract. If no Contract has been awarded or the Bidder has not been notified of the acceptance of his bid, within sixty (60) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Owner's request, the Bidder agrees to extend and maintain his bid beyond the specified 60 days, his bid security will be held for the extended period.
- C. The Bidder's Certified Check or Bid Bond shall be accompanied by a written guarantee by a surety company licensed to do business in Virginia and acceptable to the Owner, that in the event a contract is awarded to the Bidder, said surety will furnish the required Performance, Labor and Material Payment and Guarantee Bonds, as required herein.

7. LIQUIDATED DAMAGES

The Successful Bidder, upon his failure or refusal to execute the Contract within fifteen (15) business days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with his bid, as liquidated damages for such failure or refusal.

8. SITE CONDITIONS AND CONDITIONS OF WORK

- A. Each Bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each Bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. Except where subsurface and/or latent conditions at the site are determined in the General Conditions to be materially different than those shown on the drawings or indicated in the contract documents, the Successful Bidder assumes all risk as to the nature and behavior of the soil or subsurface conditions which underlie the work or is adjacent thereto, or difficulties that may be due to any unfavorable conditions that may be encountered in the work, whether apparent on surface inspection or disclosed after construction begins.

- C. No plea of ignorance of conditions that exist prior to submission of bids, or may hereafter exist on the site of the work subsequent to the Notice to Proceed, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- D. Insofar as possible or as required by the Contract Documents, the Successful Bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of the Owner or any separate contractor.

9. BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS

- A. Bidders and Sub-bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other contract documents will be made to any Bidder orally.
- B. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be faxed or mailed to all prospective Bidders (at the respective addresses or email addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. The Owner reserves the right to postpone the bid opening at any time prior to opening bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
- C. If the Bidder (or any person bidding to Bidder and/or subsequently in contact with the Bidder, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Bidding or Contract Documents, said Bidder (or sub-bidder) has an obligation to seek a clarification thereof from the Owner prior to bid. The Owner will welcome such a clarification request, and, if deemed necessary by the Owner, the Owner will issue a written addendum clarifying the matter in question. Should the Bidder fail to seek such a clarification prior to bid, Bidder thereby assumes the risk of loss related to such ambiguity, discrepancy, error, omission or conflicting statement which the Bidder (and any person bidding to Bidder and/or subsequently in contract with Bidder, relating to the subject project) knew or should have known existed at the time of bid.
- D. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal

of all Addenda. Failure to indicate receipt of any Addenda on the Official Town Bid Form may be cause for rejection of bid.

10. SECURITY FOR FAITHFUL PERFORMANCE

The Successful Bidder shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials under this Contract. The Performance Bond and the Labor and Material Payment Bond shall be in separate instruments on the form provided by the Owner, in accordance with State law and shall be delivered to the Owner not later than the date of execution of the Contract. The surety shall be such surety company or companies that are acceptable to the Owner and that are authorized to transact business in the Commonwealth of Virginia.

11. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON COMPLETION

The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be as fixed in the Owner-Contractor Agreement.

12. LOCATION OF WORK

Town of Vienna Police Station located at 215 Center Street S., Vienna, VA 22180.

13. LIABILITY INSURANCE

The Contractor shall provide the Purchasing Agent with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

Workers' Compensation -- Standard Virginia Workers' Compensation Policy

Broad Form Comprehensive General Liability--\$2,000,000.00.

Combined Single Limit coverage to include:

Premises - Operations; Products/Completed Operations;

Contractual; Independent Contractors; Towns and Contractors

Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)

Automobile Liability--\$500,000.00 Combined Single Limit.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance.

The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

My signature on this solicitation constitutes certification that, if I am awarded the contract, I shall obtain

the required coverage as specified herein within ten (10) days of notification of award.

14. BIDDERS REFERRED TO LAWS

- A. The attention of Bidders is called to the provisions of all municipal, Town, state and federal laws, regulations, ordinances and resolutions, including but not limited to, the Human Rights Ordinance; the Americans with Disabilities Act, Equal Opportunity, Small and Minority Business Enterprises; as well as laws, regulations, ordinances, resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or affecting the Bidder, or his employees or his work hereunder in his regulations, ordinances, permits or resolutions controlling or limiting Contractors while engaged in the prosecution of work under this contract.
- B. The provisions of this Contract shall be interpreted in accordance with the laws of the Commonwealth of Virginia and in accordance with the laws, ordinances, regulations, permits and resolutions of the Town of Vienna.
- C. Contractor certifies that it does not and will not during the performance of this contract violate (i) the provisions of the Federal Immigration Reform and Control Act of 1986, as amended, and § 40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens, and (ii) the provisions of Federal and State employment and wage hour laws. The contractor shall include and enforce the language in the last sentence in every subcontract issued under this contract and shall require the subcontractor to do the same.

15. TAXES

All applicable Federal, State and Local Taxes shall be included in the Bidder's proposal.

16. RIGHT TO REJECT BIDS

The Owner expressly reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which in its judgment, best serves the interest of the Owner.

17. PREPARATION AND SUBMITTAL OF OFFICIAL TOWN BID FORM

- A. Bids shall be submitted utilizing the Official Town Bid Form as found herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The submitted bid package shall consist of one (1) original and one (1) copy of the Official Town Bid Form is completed as indicated below, The total bid amount shall be entered in words and figures in the space provided. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. A failure to comply with this requirement may be cause for disqualification of the bid.

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- B. Bids shall not contain any restatement or qualifications of work to be done and alternate bids will not be considered unless called for. No oral, telegraphic or telephonic bids or modifications will be considered.
- C. Bids shall be delivered to the Owner on or before the day and until the hour set for the receipt of bids, enclosed in a sealed envelope and bearing the title of the work, name of Bidder and Bidder's registration number.
- D. The Bidder will complete the OFFICAL TOWN BID FORM in thefollowing manner:

1. Sheet OFFICIAL TOWN BID FORM

- a. At "From": Enter name and legal address of firm submitting bid,
- b. Item A: Enter the total amount of the base bid and alternates, if applicable, in words and figures.

2. Sheets OFFICIAL TOWN BID FORM

- a. Enter the unit price details (unit price and extended price) for each item.
- b. Enter the total extended price.

3. Sheet OFFICIAL TOWN BID FORM

Item C: Enter date of receipt of addenda and initial as indicated thereon if applicable.

4. Sheet OFFICIAL TOWN BID FORM

- a. Enter full legal name of the firm, address, phone number and fax number.
- b. Insert Bidder's Virginia State Registration Number and Class of licensure, "A" or "B",
- c. Fill in signature, name (typewritten or printed), title or position of principal signing the bid, address and date of signature,

5. Sheets BID BOND

The enclosed Bid Bond form is to be filled in completely, signed, sealed and notarized by both the Principal and the Surety and the appropriate Power(s) of Attorney attached,

6. Sheet REFERENCES

Provide a minimum of three (3) references as indicated on the reference form.

7. "Optional" Complete the escrow agreement page 1 to 4.

18. MODIFICATION OR WITHDRAWAL OF BID

- A. Bidder may withdraw his bid from consideration if the price of the 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 his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- B. Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or by telegrams; if by telegram; written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of bids, and it shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders.
- D. Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

19. DETAILED BID BREAKDOWN

The low bidder shall provide the Owner a detailed breakdown of his bid using a schedule of values form reflecting appropriate specification within seven (7) working days from bid opening date. In addition to verifying accounting requirement, the breakdown may be used by the Owner to determine whether the Bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the bid proposal.

20. AWARD OF CONTRACT

The Contract will be awarded to the lowest responsive and responsible Bidder.

- A. The Town shall have the authority to waive informalities in bids, reject all bids, or parts of all bids when in its judgment the public interest may be served thereby.
- B. The Lowest Bidder is determined by the aggregate amount of the Base Bid, plus any Alternates selected by the Owner.
- C. A Responsive Bidder shall mean a Bidder who has submitted a Bid which conforms, in all material respects, to the Bidding Documents.
- D. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform

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fully the Contract requirements. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
2. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The experience, and efficiency of the Bidder;
4. The quality of performance of previous contracts or services. For example the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by Owners on previous contracts with Bidder,
 - b. The Bidder's compliance record with Contract General Conditions on other projects,
 - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Bidder's record for completion of the work within the Contract Time and Bidder's compliance with scheduling and coordination requirements on other projects,
 - e. The Bidder's demonstrated cooperation with the Owner, A/E and other contractors on previous contracts,
 - f. Whether the work performed and materials furnished on previous contracts were in accordance with the Contract Documents;
5. The previous and existing compliance by the Bidder with laws and ordinances relating to contracts or services;
6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;
9. Whether the Bidder is in arrears to the Town on debt or contract or is a defaulter on surety to the Town or whether the Bidder's Town taxes or assessments are delinquent;
10. Such other information as may be secured by the Director, Department of Public

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Works or his designee (Owner's Authorized Representative, hereinafter referred to as OAR), having a bearing on the decision to award the contract, to include, but not limited to:

- a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
 - b. Whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
- E. The purpose of the above is to enable the Town Council in its opinion, to select the bid which is in the best interests of the Town. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.
- F. The Owner reserves the right to require from the Bidder:
- (1) Financial statements for the most recent three (3) consecutive years that have been prepared in accordance with generally accepted accounting principles, and audited by a licensed, independent Certified Public Accountant.
 - (2) Bidder's Town Business and Professional Occupation License (BPOL) number.
- G. The Owner reserves the right to defer award of this contract for a period of up to sixty (60) days after the due date of bids. During this period of time, the Bidder shall guarantee the prices quoted in his bid.

21. NOT USED

22. ESCROW ACCOUNT PROCEDURE

For contracts greater than \$200,000.00, Contractors/Bidders have the option to use an Escrow Account Procedure for retained funds by so indicating in the space provided in the Official Town Bid Form. In the event the Contractor elects to use the Escrow Account Procedure, the "Escrow Agreement" form shall be executed and submitted to the Town Purchasing Agent within fifteen (15) business days after notification. If the "Escrow Agreement" is not submitted within the fifteen (15) day period, the Contractor shall forfeit his rights to the use of the Escrow Account Procedure.

23. NOT USED.

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SECTION B . GENERAL TERMS AND CONDITIONS

VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.

If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.

4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.
5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.
8. **CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING:** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
9. **TAXES:** The Town of Vienna is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the bidder and become a part of real property.

If a bidder is bidding on materials that require installation by the bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the successful bidder and not of the Town, and the Town shall be held harmless for same by the successful bidder.

The Purchasing Office will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.

When a bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the Town, the bidder will be allowed to delete the tax from its bid.

10. **USE OF BRAND NAME OR EQUAL:**
 - a) Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

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- b) The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
- c) It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The Town's decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible bidder, its product or service or in any way restrain or restrict competition.
11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**
12. **TRADE SECRETS/PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act (FOIA); however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).
13. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.
- Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.
14. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
15. **TOWN'S RIGHT TO TERMINATE THE CONTRACT:** The Contract may be terminated by the Town for any one of the following reasons:
- a) If the successful bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the successful bidder's insolvency, or if the successful bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the bidder otherwise defaults, then the Town may without prejudice to any other right or remedy, and after giving the successful bidder seven (7) calendar days written notice, terminate the employment of the successful bidder and procure such goods or services from other sources. In such event, the successful bidder shall be liable to the Town for any additional cost occasioned by such failure or other default.
- b) In such cases, the successful bidder shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional; managerial and administrative services shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the Town.
- c) If the successful bidder should fail to make prompt payment to Subcontractor(s) for material or labor, persistently disregards laws, ordinances or the instruction of the Town, or otherwise be in substantial violation of any provisions of the Contract;
- d) Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the Town;
- e) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the Town in the construction of work under contract.
- f) Prior to termination of the Contract, the successful bidder and his Surety shall be notified in writing by the Town of the condition which makes termination of contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the successful bidder or his Surety to correct the conditions, the Town may declare the Contract terminated and notify the successful bidder and his Surety accordingly.
- g) Upon receipt of notice of contract termination, the successful bidder shall immediately discontinue all operations. The Town may then proceed with the work in any lawful manner that they may elect until the project is final and complete.
- h) The Town reserves the right to take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method is deemed expedient. In such case, the successful bidder shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damaged incurred through the Contractor's default, shall be certified by the Town.
- i) Termination of the contract under this section is without prejudice to any rights or remedies of the Town.
- j) The Town reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon 60 days written notice to the Contractor/ Consultant. Any contract cancellation notice shall not relieve the Contractor/Consultant of the obligation to deliver and/or perform on all outstanding services performed prior to the effective date of cancellation.
- k) Notwithstanding anything to the contrary contained in the contract between the Town and the successful bidder, the Town may, without prejudice to any other rights it may have, terminate the contract for convenience and with cause, by giving thirty (30) days written notice to the successful bidder.
- 1) In the event the Contract is terminated for cause related to the Contractor/Consultant's (or its Subcontractor's) hiring of unauthorized aliens, Contractor/Consultant, Contractor/Consultant hereby waives any claim to lost profits and the Town will proceed in accordance with subsections f) et seq. above.
16. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
17. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.

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18. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.
19. **NEGOTIATION WITH THE LOWEST BIDDER:**
- If all bids received exceed the available funds for the proposed purchase, the Town, pursuant to Town Code provisions, may meet with the lowest responsive and responsible bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds.
 - After bid negotiations, the lowest responsible bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
 - If the proposed addendum is acceptable to the Town, the Town may award a contract within funds available to the lowest responsible bidder based upon the bid as amended by the addendum.
 - If the Town and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.
20. **CONTRACTOR'S PERFORMANCE:**
- Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
 - All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The successful bidder shall indemnify, keep, save, and hold the Town, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the bidder or the Town, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
 - In the event that suit is brought against the Town, its officers and/or its employees, either independently or jointly with the bidder, the bidder shall defend the Town, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the Town, its officers, and/or its employees, either independently or jointly with the bidder, then the bidder shall pay such judgment, including costs and attorney's fees, if any, and hold the Town, its officers and employees, harmless there from.
 - The successful bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
 - The successful bidder shall not, in its product literature or advertising, refer to this purchase or the use of the bidder's goods or services by the Town of Vienna, Virginia.
 - The successful bidder shall cooperate with Town officials in performing the specified work so that interference with the Town's activities will be held to a minimum.
21. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY THE CONTRACTOR** (Code of Virginia Section 2.2-4312): 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 prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.
22. **NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:**
The Town of Vienna does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.
23. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
24. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.
25. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.
26. **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.
27. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.
28. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.

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If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.

29. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.

30. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of thirty-thousand dollars (\$30,000.00) or more.

The Purchasing Agent will award all contracts less than thirty-thousand dollars (\$30,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.

31. **COMPENSATION:**

- a) It is the Town's policy not to pay for any goods or services until the same have been actually received.
- b) Individual contractors shall provide the Purchasing Office their social security numbers and proprietorships, partnerships and corporations shall provide the federal employer identification numbers (Code of Virginia, Section 2.2-4354.2). This information shall be provided in the space indicated on the Bid Form.
- c) The successful bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The successful bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
- d) Cash discounts shall be deducted in accordance with the terms of the bid.
- e) Payment shall be rendered to the successful bidder for satisfactory compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later (Code of Virginia, Section 2.2-4352).
- f) Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the Town fails to pay by the payment date, the Town agrees to pay the financial charge assessed by the successful bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

32. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna
ATTN: ACCOUNTS PAYABLE
127 Center St., S.
Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.

33. **SUCCESSFUL BIDDER'S OBLIGATION TO PAY SUBCONTRACTOR:**

- a) The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the successful bidder by the Town for work performed by the successful bidder's subcontractor(s) under the contract (Code of Virginia, Section 2.2-4354):
 1. Pay the subcontractor(s) for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor(s) under the contract; or
 2. Notify the Town and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b) The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the successful bidder that remain unpaid after seven (7) days following receipt by the successful bidder of payment from the Town for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph a (2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- c) The successful bidder shall include in each of its subcontractors a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- d) The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the Town. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000.00 the provisions in A and B below apply:

- a) During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except

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where religion, sex or national origin 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.

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

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b) The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

35. **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 Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

36. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the 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 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
37. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
38. **LAWS AND REGULATIONS:** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

The Contractors and Subcontractors shall comply with the Virginia Contractor's Registration Law, Title 54.1, Chapter 11, Code of Virginia (1950), as amended.

All non-resident Contractors and Subcontractors submitting bids on the work described herein shall register with the Department of Labor and Industry under the provisions of Subsection 40.1-30 of the Code of Virginia (1950), as amended.

This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the "right to work", and all Contractors and Subcontractors, whether residents or non-residents of the Commonwealth, who perform work related to the project shall comply with all of said provisions.

The Contractor shall furnish the Owner copies of affidavits upon request giving original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the job site under this contract.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

The Contractor/Consultant shall comply with all laws and regulations of the Commonwealth of Virginia and the United States with respect to the employment of unauthorized aliens. Contractor/Consultant shall not hire or subcontract any portion of the work under this Contract to any individual the Contractor knows or reasonably should know to be an unauthorized alien as defined by 8 U.S.C. §1324a(h)(3). A violation of this provision shall constitute a material breach of the Contract and the Town may, in its sole discretion, terminate the contract.

39. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 3.1-250 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 3.1-252 or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
40. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.
41. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
42. **COOPERATIVE PROCUREMENT:** As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

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The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwco.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brpcp-representatives>

43. RECORD RETENTION/TOWN AUDITS:

- a) The successful bidder shall retain, during the performance of the contract and for a period of three (3) years from the completion of the contract, all records pertaining to the successful bidder's bid and any contract awarded pursuant to this Invitation for Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payments; ledgers; cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Town on demand and without advance notice during the successful bidder's normal working hours.
- b) Town personnel may perform in-progress and post-audits of the successful bidder's records as a result of a contract awarded pursuant to this Invitation for Bid. Files would be available on demand and without notice during normal working hours.

44. MODIFICATION OF CONTRACT:

The Town may, upon mutual agreement with the Contractor, issue written modifications to the scope of work of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000.00 or twenty-five percent (25%) of the amount of the original contract, whichever is greater, without the advance written approval of the Mayor and the Town Council. (Section 2.2-4309 of Virginia Public Procurement Act).

Should it become necessary, for the best interest of the Town, to make modifications, the same shall be covered by change order. The Contractor shall not begin work on any alteration requiring a change order until the agreement, setting forth the changes/modifications, has been executed in writing by the Town and the Contractor.

If a satisfactory agreement cannot be mutually agreed to for any item requiring a change order, the Town reserves the right to terminate the contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.

The Town may, in writing, omit from the work any item, other than major items, found unnecessary to the project and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof. Major items may be omitted by change order.

The Contractor shall be paid for all work done toward the completion of the item prior to such cancellation, alteration or suspension of the work by the Town.

A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total; contract amount for each separate alternate, computed on the basis of the proposed quantity and the contract unit price.

45. SPECIFICATION FAMILIARITY:

- a) It is the Bidder's responsibility to examine this entire IFB carefully. If a question arises as to the meaning or intent of these documents, inquiry must be made in writing to the Purchasing Agent.
- b) The submission of a bid shall indicate that the Bidder thoroughly understands the terms and conditions of the IFB.

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46. **CONTRACT AND FORMS:**

- a) Bidders are advised that the Town does not sign standard contract forms that may be used by the bidder. The selected Bidder will be expected to enter into a contract with the Town for the commodities outlined in this IFB. The form of contract will be the Town's Purchase Order and/or Agreement.
- b) The bid form contains a signature line for the bidder that must be signed when submitting a bid. The signature certifies the bidder is an agent of officer authorized to bind the Contractor to the terms and conditions of the IFB.

47. **ADDENDA AND INTERPRETATIONS:** No interpretation of the meaning of these documents will be made to any bidder orally. Any request for an interpretation must be in writing addressed to Town of Vienna, 127 Center Street, South, Vienna, VA 22180, Attention: Purchasing Agent. Faxed inquiries to the Purchasing Department fax number will also be accepted. To be given consideration, requests must be received at least five days prior to the date fixed for the submission of Bids. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective bidder requesting such interpretations, or will be in the form of written addenda which, if issued, will be sent to all prospective bidders, at the respective addresses furnished for such purpose, not later than three days prior to the date fixed for the submission of Bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve said bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract Documents.

48. **INSURANCE:** The Contractor shall provide the Purchasing Agent with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

Workers' Compensation -- Standard Virginia Workers' Compensation Policy

Broad Form Comprehensive General Liability--\$1,000,000.00.

Combined Single Limit coverage to include:

Premises - Operations; Products/Completed Operations;
Contractual; Independent Contractors; Owners and Contractors
Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)

Automobile Liability--\$500,000.00 Combined Single Limit.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance.

The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

Contractor's signature on this solicitation constitutes certification that, if awarded the contract, Contractor shall obtain the required coverage as specified herein within ten (10) days of notification of award.

49. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:**

- a) The successful Bidder's/Offeror's insurance shall cover the bidder/offeror and its subcontractors of every tier of those sources of liability which would be covered by the latest edition of the standard Worker's Compensation Policy, as filed for use in the Commonwealth of Virginia by the National Council on Compensation Insurance, without restrictive endorsements, but including Broad Form All States Endorsement. In addition to coverage for the Virginia Worker's Compensation Act, where appropriate, coverage is to be included for the United States Longshore and Harbor Worker's Compensation Act, Maritime including Jones Act, Federal Liability Act and any other applicable federal or state law.
- b) Subject to the restrictions of coverage found in the standard Worker's Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Virginia Worker's Compensation Act, the United States Longshore and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Worker's Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standards Worker's Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Worker's Compensation Policy.

50. **PROFESSIONAL LIABILITY:**

- a) The successful bidder/offeror shall provide the Town of Vienna with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town of Vienna for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office without the attachment of restrictive endorsements.
- b) The policy shall be endorsed to include the Town of Vienna's officials, officers, agents and employees as insured. The E&O Policy shall include the successful Offeror and the offeror's subcontractors of every tier as the designated in the declarations.
- c) The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town of Vienna officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

The insurance provided by the successful Offeror pursuant to the resulting contract shall apply on a primary basis and any other insurance or self-insurance maintained by the Town of Vienna or the Town of Vienna official, officer, agent or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Offeror.

The coverages other than Worker's Compensation may be either on an occurrence or a claims-made basis. Provided, however, that claims-made coverage for other than the Products/Completed Operations shall respond to claims arising out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting contract but before the end of the contract completion date provided that the claim is made within five years after the contract completion date.

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Prior to commencing work under a resulting contract, the successful Offeror shall furnish the Town of Vienna with a Certificate(s) of Insurance naming the Town of Vienna, its officers, employees and agents, as additional insureds, giving a forty-five (45) day notice of cancellation, non-renewal, or change in the insurance coverage, and/or restrictions.

51. **SAFETY:** All contractors and subcontractors performing services for the Town of Vienna are required to comply with OSHA standards and accepted safety rules and regulations.
52. **OWNERSHIP OF PRODUCTS/SERVICES:** All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the Town of Vienna.
53. **COLLUSION:** By submitting a bid/proposal in response to this solicitation, the Bidder/Offeror represents that in the preparation and submission of this bid/proposal, said Bidder/Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder/Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

Section C. SPECIAL TERMS AND CONDITIONS

REQUIREMENTS IN THIS SECTION ARE MANDATORY. THOSE CONDITIONS DEALING WITH THE BID MUST BE MET TO THE DEGREE STATED IN ORDER FOR THE BID TO RECEIVE FURTHER CONSIDERATION. BIDS WHICH FAIL TO MEET **ALL** OF THE MANDATORY REQUIREMENTS WILL BE CONSIDERED **NON-RESPONSIVE** AND **WILL NOT** BE CONSIDERED FOR SELECTION. FINAL PAYMENT WILL DEPEND ON THE SUCCESSFUL COMPLETION OF ALL NECESSARY WORK AND COMPLIANCE WITH **ALL** MANDATORY CONDITIONS.

ALL ATTACHMENTS TO THIS SOLICITATION (LISTED IN THE TABLE OF CONTENTS) ARE INCORPORATED INTO THIS SECTION AND ARE THEREFORE, MANDATORY REQUIREMENTS.

1. DESCRIPTION OF WORK

- A. Demolition of existing Police Station located at 215 Center Street S, and adjacent house located at 114 Locust Street SW including abatement of HAZMAT Materials.
- B. The Project generally consists of the construction of a new 28,500 square foot, two story Police Station to include site development of approximately one and one-half (1.5) acres.
- C. Site work includes, but is not limited to the clearing and grading of approximately 1.5 acres for improvements consisting of:
- Earthwork, sheeting and shoring, excavation and fill
 - Rough and fine grading
 - Entrance improvements to Locust Street along the site's frontage
 - SWM facilities, including but not limited to temporary measures swales, ponds, bio retention, and manufactured treatment devices
 - Wet and dry underground utilities
 - Open channel and closed conduit storm drainage system
 - Sanitary sewer
 - Site and roadway lighting
 - Site signage and pavement marking
 - Curb and gutter, sidewalks, and concrete and asphalt paving
 - Landscaping and tree preservation
 - Fencing with gates and guardrail
 - Erosion and sediment controls, including permanent and temporary stabilization
 - Site furnishings
 - Dumpster area and enclosure
 - Demolition of existing conditions
- D. The mechanical work includes, but is not limited to, HVAC, plumbing and sprinkler systems and automatic temperature controls. The building heating, ventilating and air conditioning (HVAC) system shall include a three-pipe Variable Refrigerant Flow (VRF) heat recovery system consisting of multiple indoor fan coil units, and outdoor heat recovery units. Outside air will be supplied directly to the spaces via a roof mounted air handler equipped with cooling, dehumidification, and heating. The building HVAC systems shall be controlled by a web-based DDC building automation system. The main building domestic water heating system shall consist of (2) high efficiency gas-fired boilers, storage tank, circulation pumps and

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appurtenances. An electric driven fire pump shall supply the wet-pipe sprinkler system located throughout the building. The building will be equipped with an addressable fire alarm system throughout, with visible and audible devices, smoke detectors, heat detectors, and manual pull stations. A Fire Alarm Annunciator Panel (FAAP) and a Fire Alarm Control Panel (FACP) will be located in the Entry Vestibule.

- E. The electrical work includes, but is not limited to an electrical service. The service will be fed underground from the local Utility Company (Dominion Power) pad-mounted transformer. The main transformer shall feed multiple panel switchboards. An existing outdoor diesel generator with base tank shall be provided to serve the main building life safety, stand-by, and normal loads. Interior lighting will be LED; fixture types are primarily direct/indirect, downlights and troffers. Exterior building mounted fixtures and site lighting shall be LED. The main building shall be provided with a lightning protection system.
 - F. The building shall have a Data/Communication Network System complete with backbone, vertical and horizontal cabling. All system components and installation, with the exception of the wireless access points and network switches, shall be by the Contractor. The building shall also have the following systems: CCTV, Intercom, Facility Wide Paging, Access Control/Alarm, Audio/Visual, and Security Systems. All system components and installation shall be by the Contractor.
2. TIME FOR COMPLETION:
- A. All Work under this Contract shall be completed in 480 calendar days.
 - B. This time for completion includes a time allowance for approval and procurement of the required materials.
 - C. No on-site work shall be started until the location of work has been coordinated with the Town representative. Once on-site work is started, it shall continue without interruption until completed. The Contractor's proposed work schedule shall include his scheduling for submittals and the procurement of materials.

3. USE OF THE PREMISES:

- A. The Contractor shall have use of the job site for storage and work operations.
- B. The full width of all the areas immediately outside the construction area shall remain unobstructed at all times. Storage of materials in the immediate work areas or on private property shall not be permitted. Pedestrian traffic may not be halted but may be re-routed for no more than 24 hours when demolition or new work may pose a hazard to passers-by.

The Contractor has the option of casting concrete cylinders and delivering them to an independent testing laboratory for breaking. Pedestrian traffic may be allowed when the concrete strength meets or exceeds the design strength.

- 1. The Contractor shall assume all responsibility for the delivery, unloading, protection and safekeeping of products or equipment stored on the Job Site. The job site cannot be unreasonably encumbered with materials or equipment.

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2. The Contractor is cautioned that the extent of the proposed Work in relation to the area of the Job Site places strict limitations on the amounts of material and equipment that can be stored on the Job Site at any given time.
3. The Contractor is further cautioned that traffic on adjacent streets may place strict limitations on the rates and means of delivery of materials, equipment and supplies, and in some cases the hours during which deliveries may be made.
4. It shall be the responsibility of the Contractor to inform himself of the limitations on storage space and the limitations of times, rates and means of deliveries to and the removals from the Job Site whether such limitations are imposed by law, easements or physical conditions at the Job Site or access thereto.

4. PHASING OF WORK

The submission of the Contractor's Construction Schedule is required within seven (7) days after the issuance of the Notice to Proceed. All other requirements shall remain in full force and effect, and in addition thereto the Contractor shall include in its Construction Schedule the following phases of the work for each site:

- A. Coordination of the relocation of utilities with utility companies, if necessary.
- B. Provide erosion and sediment control plan and provide device as required to prevent erosion and keep sediment from leaving work area.
- C. Demolish items marked to be removed after Town inspection.
- D. Preparation of subgrade.
- E. Form installation.
- F. Inspection by Town.
- G. Installation of sample patterned sidewalk section.
- H. Concrete placement and finishing.
- I. Backfill and restoration.

5. ACCESSIBILITY:

All streets shall be kept open for traffic to access all properties.

- A. The contractor shall install VDOT and Town approved parking restriction signs on the streets affected by the concrete work not less than five working days prior to the scheduled work. Such signs shall state the restricted date and times. **Signs shall be in accordance with VDOT and MUTCD standards and shall be placed a minimum of four feet from ground to the bottom of the sign. Signs shall be submitted to the OAR in sufficient time for the Town Manager's and Chief of Police's approval to ensure enforcement during the date and times**

specified. The violators shall be ticketed and vehicles towed at the vehicle owner's expense. If signage is not in accordance with this contract, the contractor shall bear the expense of towing.

- B. The contractor shall provide variable message boards at both ends of arterial roadways within the Town as stated on the schedule a minimum of five working days prior to beginning work. The message boards shall give the date, time and appropriate notifications. **The message shall be presented to and pre-approved by the Town's representative.**
- C. The VDOT traffic control manual is to be followed for traffic control within the right-of-way.

6. MEASUREMENTS:

All dimensions shown of existing work are for illustration purposes only, and form connections with work now in place, shall be verified by the Contractor by actual measurements of the existing conditions. Upon the discovery of any discrepancies between the Contract Documents and the existing conditions, the Department of Public Works **shall be notified immediately**. The Contractor shall comply with all other requirements of the General Conditions.

7. TRUCKING:

All trucks carrying, materials or debris shall be loaded or unloaded in a manner to prevent dropping of materials on streets. Loose materials or debris deposited on the streets due to contract trucking activities shall be removed immediately upon occurrence.

8. TEMPORARY FIRE PROTECTION:

The Contractor must provide a fire protection and prevention program for employees and personnel at the site and provide and maintain fire extinguishing equipment ready for immediate use at all areas of the Project and at specific areas of critical fire hazard. The Contractor shall comply with all other requirements of the General Conditions.

9. TEMPORARY ENCLOSURES AND REMOVAL:

The Contractor must provide temporary enclosures as required to separate work area(s) from residential homes and businesses; to prevent penetration of dust into occupied areas, to prevent damage to existing equipment, and to protect pedestrians and residents from operations of construction work. Temporary enclosures required under this contract shall be maintained intact during active work and shall be removed prior to use of any finished work. Any finishes or other work damaged by temporary enclosures shall be fully restored. The Contractor shall comply with all other requirements of the General Conditions.

10. EXISTING WORK:

Existing work shall be cut, drilled, altered, removed or temporarily removed and replaced for performance of work under the contract. Work replaced shall match similar existing work, unless shown or specified otherwise. Work remaining in place damaged or defected during this contract shall be restored at a minimum to the condition at time of contract award, unless specified or shown otherwise.

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11. PROGRAM LOCATION:

Work will be performed as directed by the OAR. Precise locations will be coordinated with the Owner's Representative in the field.

12. TIME CONSTRAINTS:

Work shall be allowed between 7:00 a.m. and 8:00 p.m. Monday through Friday and 9:00 a.m. to 8:00 p.m. on Saturdays. No work shall be allowed on Sundays or holidays.

13. PROGRAM MODIFICATIONS:

THE TOWN RESERVES THE RIGHT TO ADD OR DELETE WORK FROM THE OVERALL PROGRAM AT ANY TIME.

14. PAYMENT APPLICATIONS:

Payment applications must be itemized by division, and organized in chronological sequence.

15. PROJECT COORDINATION:

The Contractor is required to accompany the OAR on an inspection of the Contract streets to determine the following:

- A. Review of the Contractor's plan for traffic control procedures, equipment access, and material delivery.

16. FINAL INSPECTION:

- A. A final walk thru to verify condition and quantities of finished work is required.
- B. All clean up **must** be completed prior to final walk-through.

17. ROCK EXCAVATION:

Rock excavation performed by the Contractor is unclassified and is the responsibility of the Contractor.

SECTION D. MANDATORY TERMS, CONDITIONS AND SPECIFICATIONS

I. PURPOSE

This project will construct a New Police Station located at 215 Center Street S, Vienna, VA. The work includes demolition, new concrete, and steel construction. The project will provide a new Police Station to serve the Town of Vienna.

II. SCOPE

This scope of this project is to provide general construction services that include, but are not limited to the construction of a new police station. The "Plans" refer to the plan package entitled Town of Vienna

IFB 21-03 VIENNA POLICE STATION CONSTRUCTION

Police Station, prepared by Dewberry, dated August 28, 2020. . The construction documents and specifications can be found on the Town's website at: <https://www.viennava.gov/index.aspx?NID=1225> and are incorporated by reference.

1. Perform a preconstruction survey review of the proposed site to confirm the existing conditions shown in the Plans. The Contractor shall be responsible for existing features within the limits of work that are not shown in the Plans which would require replacement or temporary relocation in order to perform the drainage improvements, roadway and sidewalk construction. The cost for this work is to be included in the Contractor's unit price bid and within an appropriate unit price category provided.
2. The Contractor is responsible for all survey layout, utility coordination/relocation, material, tools, equipment, labor, permits, traffic control, cleanup and restoration and priced within other unit prices. The Contractor is responsible to restore all existing signs and pavement markings unless directed by the Plans.
3. Locate any underground utilities prior to the start of construction. Protect all structures and utilities. The Contractor shall coordinate any adjustments with the appropriate utility owner. Locations of utilities shown on the plans are NOT guaranteed. The Contractor is solely responsible for any disruption in utility service and shall be solely responsible for any damage/repairs required. Several utilities are located within the construction limits and it is the intent of this design to either leave them in place or lower them in place as appropriate.
4. Maintenance of Traffic: Provide maintenance of traffic and sequence of construction plan/schedule consistent with that shown in the project's Plans to be approved by the Town's Engineer prior to starting work and ordering of any materials. Weekend work is not permitted unless written permission is obtained from the Town Engineer.
5. Provide and place all traffic control devices necessary to facilitate the construction of the proposed elements. Contractor shall be required to follow the plans (and all notes) as it relates to the project's maintenance of traffic/sequence of construction as shown in the project's Plans.
6. Provide and install erosion and sediment control devices. The Contractor shall provide an employee Certified by the Department of Conservation and Recreation during any land disturbing operations. The contractor shall comply with the Environmental Stipulation per VDOT Specification 107.16
7. No open trenches are proposed or permitted for this project.
8. Provide all other work as shown on the plans to complete the project.

SECTION E. REFERENCES

Provide at least three (3) accounts preferably governmental, that your firm has constructed similar projects in the past sixty (60) months.

1. PROJECT NAME _____

ADDRESS _____

CONTACT _____

TITLE _____

PHONE# _____

2. PROJECT NAME _____

ADDRESS _____

CONTACT _____

TITLE _____

PHONE# _____

3. PROJECT NAME _____

ADDRESS _____

CONTACT _____

TITLE _____

PHONE# _____

4. PROJECT NAME _____

ADDRESS _____

CONTACT _____

TITLE _____

PHONE# _____

IFB 21-03 VIENNA POLICE STATION CONSTRUCTION

SECTION F. BID BOND

TOWN OF VIENNA, VIRGINIA BID BOND - BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, _____
that _____

(Name)

hereinafter called the PRINCIPAL, and _____
(Surety)

(Address)

a corporation duly organized under the laws of the _____, having its principal place of business at _____ and authorized to do business in the Commonwealth of Virginia, as SURETY, are held and firmly bound unto the Town of Vienna, Virginia, a municipal corporation of the Commonwealth of Virginia, hereinafter called the OBLIGEE, for a period of not less than sixty (60) days as hereinafter set forth, in the sum of _____ DOLLARS (\$ _____),

for the payment of 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 herewith is submitting his or her Bid or Proposal for Contract # 21-03 , VIENNA POLICE STATION CONSTRUCTION in the Town of Vienna, Virginia, said Bid or Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE:

(A) If the Bid or Proposal shall remain open for a period of not less than sixty (60) days following opening of the Bids or Proposals and be rejected, or in the alternate,

(B) If the Bid or Proposal shall remain open for a period of not less than sixty (60) days following opening of the Bids or Proposals and be accepted and the PRINCIPAL shall execute and deliver a Contract in the form of Contract appearing in the Bid or Proposal solicitation documents and shall furnish a bond for his or its faithful performance of the Contract, and for the payment of all persons performing Labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of the Bid or Proposal,

THEN, this obligation shall be void; otherwise the same shall remain in full 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, and for any interest which may be awarded by a court.

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The SURETY, for value received, hereby stipulates and agrees that the obligations 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 or Proposal; 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 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 set forth below.

Signed and Sealed this _____ Day of _____, 20_____

CONTRACTOR:

(Name of Firm)

By: _____
President/Vice President/Partner

SURETY:

(Name of Firm)

By: _____
Attorney-In-Fact

IMPORTANT: The SURETY executing bonds must satisfy all requirements for sureties set forth in the Instructions to Bidders.

SECTION G. ESCROW AGREEMENT

TOWN OF VIENNA, VIRGINIA ESCROW AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____ 20____ by, and between, and among the Town of Vienna, Virginia ("Town"),

(Contractor)

(Name of Bank)

(Address of Bank)

a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of Virginia (hereinafter referred to collectively as "Bank" and _____ ("Surety") provides:

I.

The Town and the Contractor have entered into a contract with respect to the Contract No. IFB# 21-03 ("The Contract"). This agreement is pursuant to, but in no way amends or modifies, the contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor.

II.

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

III.

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

The risk of loss by diminution of the principal of any funds invested under the terms of this contract shall be solely upon the contractor.

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

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

IV.

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

1. United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates, of Indebtedness of United Treasury Bills,
2. Bonds, notes and other evidence of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
3. Bonds or notes of Commonwealth of Virginia,
4. Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and
5. Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to, those insured by the bank and its affiliates,
6. Any bonds, notes or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having combined capital, surplus and undivided profit of not less than \$25,000,000.00, provided the obligation of the Bank to repurchase is within the time limitations established for investment as set forth herein. The repurchase agreement shall be considered a purchase of such securities even of title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the security themselves, and the securities have on the date of the of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

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

V.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the Town of Vienna Official, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Treasurer of Vienna for the account

of the Town of Vienna. Such payment shall be made in cash as soon as it is practicable after receipt of the direction.

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

VI.

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

VII.

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

VIII.

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

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

TOWN OF VIENNA, VIRGINIA

Contractor: _____
(Name of Contractor)

By: _____
Mayor

By: _____
(Name of signatory)

Its: _____
(Title of signatory)

Bank: _____
(Name of Bank)

By: _____
(Name of signatory)

Its: _____
(Title of signatory)

Surety _____
(Name of Surety)

By: _____
(Name of signatory)

Its: _____
(Title of signatory)

SECTION H. OWNER CONTRACTOR AGREEMENT

TOWN OF VIENNA, VIRGINIA

OWNER-CONTRACTOR AGREEMENT

CONTRACT NUMBER: IFB 21-03

This agreement made this _____ day of _____, 20____ by and between the Town of Vienna, Virginia, a Virginia municipal corporation chartered and organized under the laws of the Commonwealth of Virginia, hereinafter called the TOWN, and,

_____ whose

(Name)

principal address is _____

(Address)

hereinafter called the CONTRACTOR. All correspondence, submittals and notices relating to or required under this contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intention of the Owner to obtain the services of the Contractor in connection with the upgrades of **IFB 21-03 VIENNA POLICE STATION CONSTRUCTION** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1

DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Instruction to Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2

STATEMENT OF THE 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, as required by the Contract Documents.
- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3

OWNERS REPRESENTATIVE

- 3.1 The Owner's Authorized Representative (OAR) and as defined in the General Conditions shall be the Kevin Fallin and/or Bill Downey of Downey & Scott, LLC, 6799 Kennedy Road, Unit F, Warrenton, VA 20187, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as it's OAR and so advising the Contractor in writing, at which time the person or organization so designated shall be the OAR for purposes of this Contract.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Substantial Completion, as defined in the General Conditions, within 480 calendar days from the date of Notice to Proceed or the date otherwise established for the commencement of Work. This time period shall be designated the Contract Time.
- 4.3 The Contractor shall also complete the following activities of Work, as applicable:

ACTIVITY:

DATE:

Construction
defined in this bid

Within 480 Days After
issuance of Notice to Proceed for
each work order or mutually
agreed to time.

4.4 The liquidated damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time as stated above, including any extensions thereof, shall be \$500 per day for each consecutive calendar day beyond the Contract Time (Sundays and all holidays excluded) for which the Contractor shall fail to complete the Work.

4.5 The amount of liquidated damages set forth in Articles 4.4 hereinabove shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined in the General Conditions. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

Article 5

CONTRACT SUM

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of _____ Dollars

(\$ _____) (herein referred to as the "ContractSum").

Article 6

PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work he will deliver to the OAR a Pay Request Application in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7

OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor, three (3) sets of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor shall perform at least 45 percent of the total Work with forces that are in the direct employment of the Contractor's organization.

WITNESS the following signatures and seals. CONTRACTOR:

(Name of Firm)

TOWN OF VIENNA, VIRGINIA

By: _____
President/Vice President/Partner

By: _____
Linda Colbert, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

IFB 21-03 VIENNA POLICE STATION CONSTRUCTION

SECTION I. PAYMENT BOND

PAYMENT BOND

BOND NO: _____

AMOUNT: \$ _____

DATE: _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name)

(Address)

hereinafter called the PRINCIPAL, and _____
(Surety)

(Address)

a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ and authorized to do business in the Commonwealth of Virginia, as SURETY, are held and firmly bound unto the Town of Vienna, Virginia, a municipal corporation of the Commonwealth of Virginia, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$ _____), for the payment of which, well and truly be made to the OBLIGEE, the PRINCIPAL 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 PRINCIPAL has executed and entered into a certain Contract with the OBLIGEE, dated _____, 20 , for the completion of **IFB 21-03 VIENNA POLICE STATION CONSTRUCTION** in the Town of Vienna, Virginia.

NOW, THEREFORE If the PRINCIPAL 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 but not limited to all amounts due for materials, lubricants, oil, gasoline, 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, then this obligation shall be void; otherwise to remain in full force and effect. It is understood and agreed by the OBLIGEE, the SURETY, and the PRINCIPAL that the benefits of this bond shall apply only to all those claimants having a direct contractual relationship with the PRINCIPAL and all those claimants having a contract with one in direct contractual relationship with the PRINCIPAL.

IFB 21-03 VIENNA POLICE STATION CONSTRUCTION

PROVIDED, FURTHER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the Contract Documents, 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, or to the Contract Documents.

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

CONTRACTOR:

(Name of Firm)

By: _____
President/Vice President/Partner

SURETY:

(Name of firm)

By: _____
Attorney-In-Fact

APPROVED AS TO FORM:

Town Attorney

NOTE: Date of bond must not be prior to date of Contract. If PRINCIPAL is a partnership or joint venture, all partners or ventures shall execute bond.

IMPORTANT: Sureties executing bonds must satisfy all requirements set forth in the Instructions to Bidders.

SECTION J. PAYMENT BOND

PERFORMANCE BOND

BOND NO: _____
AMOUNT: \$ _____
DATE: _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name)

(Address)

hereinafter called the PRINCIPAL, and _____
(Surety)

(Address)

a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ and authorized to do business in the Commonwealth of Virginia, as SURETY, are held and firmly bound unto the Town of Vienna, Virginia, a municipal corporation of the Commonwealth of Virginia, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$___), for the payment of which, well and truly be made to the OBLIGEE, the PRINCIPAL 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 PRINCIPAL has executed and entered into a certain Contract with the OBLIGEE, dated _____, 20 , for the completion of **IFB 21-03 VIENNA POLICE STATION CONSTRUCTION** in the Town of Vienna, Virginia.

NOW, THEREFORE If the PRINCIPAL shall at all times duly, promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of the PRINCIPAL arising thereunder, and shall assure all work required under the Contract against defective workmanship and materials, including the warranty period following final completion by the PRINCIPAL and final acceptance by the OBLIGEE and comply with all the covenants therein contained in the Specifications, Drawings, and other Documents constituting a part of the Contract required to be performed by the PRINCIPAL, in the manner and within the times provided in the Contract, and shall fully indemnify and save harmless the OBLIGEE from all costs 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.

IFB 21-03 VIENNA POLICE STATION CONSTRUCTION

PROVIDED, FURTHER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the Contract Documents or to the work to be performed thereunder, 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 OBLIGEE and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

CONTRACTOR:

(Name of Firm)

By: _____
President/Vice President/Partner

SURETY:

(Name of firm)

By: _____
Attorney-In-Fact

APPROVED AS TO FORM:

Town Attorney

NOTE: Date of bond must not be prior to date of Contract. If PRINCIPAL is a partnership or joint venture, all partners or venturers shall execute bond.

IMPORTANT: The SURETY named on this bond must satisfy all requirements set forth in the Instructions to Bidders

IFB 21-03 VIENNA POLICE STATION CONSTRUCTION

OFFICIAL TOWN BID FORM



Town of Vienna, VA
Purchasing Office
127 Center Street South, Vienna, Virginia 22180

Vendor Name: _____

Address: _____

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms, conditions and specifications of **IFB 21-03**.

BASE BID

The project consists of demolition of the existing Police Facility and adjacent house located at 114 Locust Street, SW, and construction of a new facility 28,000 square foot Police Headquarters building located on the site of the current police facility at 215 Centre Street South, Vienna VA. The existing site will be redeveloped to include the new building, parking for 63 vehicles and associated site improvements. The Bowman house will remain, and the project's scope will also include developing an exterior plaza between the Bowman house and the new police station.

The Base Bid Total is:

_____ Dollars

(\$ _____)

IFB 21-03 VIENNA POLICE STATION CONSTRUCTION

UNIT PRICING

Unit Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.

1. Description: Unsatisfactory soil excavation and disposal off-site and replacement with satisfactory fill material or engineered fill from off-site, as required, according to Section 312000 "Earth Moving."
2. Unit of Measurement: Cubic yard (Cubic meter) of soil excavated, based on in-place surveys of volume before and after removal.

Unit Price No. 1 – Unsatisfactory Soils:

_____ **Dollars**

(\$ _____)

Unit Price No. 2: Rock excavation and replacement with satisfactory soil material.

1. Description: Unclassified rock excavation and disposal off-site and replacement with satisfactory fill material or engineered fill from off-site, as required, according to Section 312000 "Earth Moving."
2. Unit of Measurement: Cubic yard (Cubic meter) of rock excavated, based on survey of in-place surveys volume of before and after removal.

Unit Price No. 2 – Rock Excavation:

_____ **Dollars**

(\$ _____)

ALLOWANCES

Allowance No. 1: Quantity Allowance: Include **3,800 CY** (2,905 cu. m) of unsatisfactory (unsuitable) soil excavation, disposal off-site and imported satisfactory soil material from off-site as specified in Section 312000 "Earth Moving."

1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

IFB 21-03 VIENNA POLICE STATION CONSTRUCTION

Allowance No. 1 – 3,800 CY Unsatisfactory Soils:

_____ **Dollars**

(\$ _____)

Allowance No. 2: Quantity Allowance: Include **100 CY** (38 cu. m) Removal of Rock as specified in Section 312000 "Earth Moving."

1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

Allowance No. 2 – 100 CY Rock Removal:

_____ **Dollars**

(\$ _____)

RETURN BID FORM IN DUPLICATE. All addendums that have been issued shall be returned with the bid. It is the responsibility of the bidder to ensure that it has all addendums.

Person to contact regarding this bid (Please print): _____

Title: _____ Phone: _____

E-Mail: _____

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 Contract Terms and Conditions as contained herein.