

**TUSCARORA CREEK STREAM RESTORATION AND FLOOD MITIGATION**

**BIDDING DOCUMENTS  
SUPPLEMENTAL SPECIFICATIONS**

**TOWN OF LEESBURG  
25 WEST MARKET STREET  
LEESBURG, VIRGINIA 20176**

**DECEMBER 13, 2018**

**IFB NO. 06306-FY19-23**

NOTICE OF ADDENDA: Any addenda to this BID will be posted on the Town's bid board and eVA and will only be emailed to those firms who have registered on the Bid Board. It is the firm's responsibility to provide a correct email address for the bid board, and to be aware of any addenda.

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**TOWN OF LEESBURG  
ADVERTISEMENT FOR BID**

**TUSCARORA CREEK STREAM RESTORATION AND FLOOD MITIGATION  
IFB NO. 06306-FY19-23**

SEALED BIDS to construct the above project WILL BE RECEIVED by the Office of Capital Projects for the Town of Leesburg, either by mail or hand delivered to the First Floor Lobby Receptionist, 25 West Market Street, Leesburg, VA 20176. Bids shall be marked “Sealed Bid for Tuscarora Creek Stream Restoration and Flood Mitigation Bid Date Tuesday, January 29, 2019 – 3:30 P.M.” Bids will be opened and read aloud at 25 West Market Street, Lower Level Conference Room 2, at that date and time.

**All questions regarding this bid must be submitted in writing via email to [CapitalBidQuestions@leesburgva.gov](mailto:CapitalBidQuestions@leesburgva.gov) until but no later than 5:00 P.M. on Thursday, January 17, 2019.**

The work included in this project includes stream restoration, constructed wetlands, wall construction, clearing, excavation, storm drainage, sanitary sewer, grading and miscellaneous site work, and all incidentals related thereto.

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

A non-mandatory pre-bid meeting will be held at 10:30 a.m. on Tuesday, January 8, 2019 at Leesburg Town Hall, 25 W. Market Street, Leesburg, Virginia.

Bid Documents are available for download from the Town’s Bid Board at <http://www.leesburgva.gov/bidboard> and may be obtained beginning Thursday, December 13, 2018. Contact Cindy Steyer at 703-737-2302 or [csteyer@leesburgva.gov](mailto:csteyer@leesburgva.gov) with questions about obtaining these bid documents. **Any addenda issued for this project will be posted on the Town’s Bid Board and eVA (<https://eva.virginia.gov>).**

Tom Brandon, Manager  
Office of Capital Projects

**TOWN OF LEESBURG, VIRGINIA**

**BID FORM**

**IFB NO. 06306-FY19-23**

**TUSCARORA CREEK STREAM RESTORATION AND FLOOD MITIGATION**

**SUBMIT A SIGNED BID FORM BY MAIL OR IN PERSON**

**FORMAL BIDS WILL BE DUE NO LATER THAN:**

**3:30 P.M. ON TUESDAY, January 29, 2019**

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

**SUBMITTED BY:**

Vendor Name:	
Address:	
City/State/Zip:	
Authorized Signature:	
Print Name and Title:	
Telephone No.:	Fax No.:
State Corporation ID#:	
VA. Contractor License #:	
Tax ID Number (FIN/SSN):	
Vendor is a: (Insert name of state): _____	
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Ltd. Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Unincorporated Assoc. <input type="checkbox"/> Sole Proprietorship	
E-mail:	Leesburg BPOL #:

**ADDENDA**

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

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_

SCHEDULE OF PRICES

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<b>Miscellaneous</b>				
1	Mobilization / Demobilization	LS	1		\$
2	Construction Survey	LS	1		\$
3	Allaying dust using water truck	DAY	56		\$
4	Temporary 6' Chain Link Fence with CMU Base and Gate, Complete installation per plan details.	LS	1		\$
5	5'x4' Project Sign, complete as detailed in "Instructions to Bidders/Contract Items of Work".	EA	2		\$
6	As-Builts	LS	1		\$
	<b>Sub-Total Miscellaneous</b>				\$
	<b>Clearing, Demolition, Erosion &amp; Sediment Controls</b>				
7	Clearing and Grubbing	AC	11		\$
8	Remove / Dispose of Pipe (Storm & Sanitary)	LF	700		\$
9	Remove / Dispose of Structure (Storm & Sanitary)	EA	5		\$
10	Remove / Dispose of Concrete Curb	LF	40		\$
11	Demo & Dispose of Pavement (Flexible) Variable Thickness	SY	700		\$
12	Relocate Light Pole, Complete per requirements	EA	1		\$
13	Determine if Structure is Monitoring Well and Properly Abandon Steel Casing per plan requirements	LS	1		\$
14	Tree Protection Complete in Place Incl. Maintenance & Removal	LF	1,235		\$
15	Super Silt Fence, Complete in Place Incl. Maintenance & Removal	LF	980		\$



Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
16	Safety Fence Complete in Place Incl. Maintenance & Removal	LF	5,100		\$
17	Inlet Protection Complete in Place Incl. Maintenance & Removal	EA	7		\$
18	VDOT EC-1, CL I or CL II, Complete in Place	SY	385		\$
19	Outlet Protection Complete in Place Incl. Maintenance & Removal	EA	3		\$
20	Construction Entrance Including Wash Rack1, Complete in Place Incl. Maintenance & Removal	EA	2		\$
21	Temp. Access Road, Complete incl. Removal and Restoration	SY	4,200		\$
22	Temp. Vehicle Watercourse Crossing, Complete incl. Removal and Restoration	EA	3		\$
23	Trench Dewatering	LF	2,000		\$
24	Pump Around, Including sandbags and sump pump	MONTH	10		\$
25	Air tool investigation / Root Pruning complete as required (Performed by certified arborist)	LF	1,150		\$
26	Temp. Seeding & Mulching	SY	14,000		\$
	<b>Sub-Total Clearing, Erosion &amp; Sediment Controls</b>				\$
	<b>Stream Restoration</b>				
27	Rock Cross Vane, Complete per plans and specifications incl. Geotextile Fabric	LF	1,700		\$
28	Rock Vane, Complete per plans and specifications incl. Geotextile Fabric	LF	220		\$
29	Rock Toe Revetment, Complete per plans and specifications incl. Geotextile Fabric	CY	800		\$
30	Cobble-Gravel Streambed, Complete per plans and specifications	SY	12,000		\$
31	Slit Trench Excavation/Backfill, Complete per plans and specifications	LF	1,775		\$
32	Riffle Structures, Complete per plans and specifications	LF	610		\$

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
33	Armored Glide, Complete incl. installation as per plans and specifications incl. Geotextile Fabric	SY	150		\$
	<b>Sub-Total Stream Restoration</b>				\$
	<b>Landscape</b>				
34	Zone 1A - Inner Berm Planting, Complete per plans and specifications per plan	SY	1,100		\$
35	Zone 1 - Stream Banks Planting, Complete per plans and specifications	SY	5,150		\$
36	Zone 2 - Floodplain, Complete per plans and specifications	SY	33,650		\$
37	Zone 2A - Floodplain (seed mix only), Complete per plans and specifications	SY	4,950		\$
38	Zone 3 - Depressional Wetland, Complete per plans and specifications	SY	1,300		\$
39	Zone 4 - Fescue Grass Seed, Complete per plans and specifications	SY	12,650		\$
40	Coir Fiber Matting (Biodegradable), Complete per plans and specifications	SY	33,000		\$
	<b>Sub-Total Landscape</b>				\$
	<b>Storm Sewer</b>				
41	24" RCP CL III Pipe, Complete in place including Excavation, Bedding & Backfill	LF	111		\$
42	36" RCP CL III Pipe, Complete in place including Excavation, Bedding & Backfill	LF	89		\$
43	42" RCP CL IV Pipe, Complete in place including Excavation, Bedding & Backfill	LF	169		\$
44	48" RCP CL IV Pipe, Complete in place including Excavation, Bedding & Backfill	LF	875		\$
45	54" RCP CL III Pipe, Complete in place including Excavation, Bedding & Backfill	LF	14		\$
46	60"X38" RCP CL III, Complete in place including Excavation, Bedding & Backfill	LF	229		\$
47	DI-4B (L=8'), Complete in place including excavation & backfill	EA	1		\$
48	DI-12 (L=8'), Complete in place including excavation & backfill	EA	4		\$
49	42" ES-1, Complete in place including excavation, bedding & backfill	EA	1		\$

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
50	54" ES-1, Complete in place including excavation, bedding & backfill	EA	1		\$
51	60" dia. MH 1, Complete in place including excavation, bedding & backfill	VF	27		\$
52	72" dia. MH 1, Complete in place including excavation, bedding & backfill	VF	21		\$
53	84" dia. MH 1, Complete in place including excavation, bedding & backfill	VF	7		\$
54	MH Frame & Cover, Complete in place	EA	13		\$
55	Tie-in to Structure 154, Complete in place including excavation, bedding & backfill	EA	1		\$
56	36" EW-1, Complete in place including excavation, bedding & backfill	EA	1		\$
57	Junction Box, Complete in place per Plans and Specifications, including excavation, bedding & backfill	EA	5		\$
58	Armorflex Articulated Matting, Complete in Place per Plans and Specifications	SY	455		\$
59	Handrail HR-1 Type II, Complete in Place per Plans and Specifications	LF	72		\$
	<b>Sub-Total Storm Sewer</b>				\$
	<b>Sanitary Sewer</b>				
60	12" PVC Sanitary Sewer Pipe, Complete installation including excavation, bedding, Polyethylene Encasement and backfill	LF	15		\$
61	12" DI Sanitary Sewer Pipe, Complete installation including excavation, bedding Polyethylene Encasement and backfill	LF	300		\$
62	Sanitary Sewer Standard Concrete Encasement, Complete in Place	LF	80		\$
63	Sanitary Sewer Manhole, Complete in place including excavation, bedding & backfill	EA	2		\$
64	Sanitary Sewer Doghouse, Complete in place including excavation, bedding & backfill	EA	1		\$
65	Sanitary Sewer Manhole Watertight Frame and Cover, Complete in Place	EA	3		\$

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
66	Internal Drop Connection to Manhole	EA	1		\$
67	Adjust Existing Sanitary MH, Complete installation including excavation and backfill.	LS	1		\$
68	Concrete Pier, Complete in place per Plans and Specifications, including excavation, and backfill	EA	1		\$
	<b>Sub-Total Sanitary Sewer</b>				\$
	<b>Pavement</b>				
69	Aggregate Base, VDOT 21-A, Complete in Place incl. fine grading	TN	250		\$
70	Base Asphalt Mix, BM-25.0A	TN	130		\$
71	Surface Asphalt Mix, SM-9.5D	TN	70		\$
72	TS-20 Standard Concrete Driveway Entrance with Curb & Gutter, Complete in place including excavation & backfill	EA	2		\$
73	Curb - CG2, Complete in place incl. excavation, stone under curb & backfill	LF	110		\$
	<b>Sub-Total Pavement</b>				\$
	<b>Pavement Marking / Signs</b>				
74	Single Solid 4" White line Type B CL I	LF	435		\$
75	Install New Wheel Stops, Complete in place per plans and specifications	EA	25		\$
76	Sign, Complete incl. Post (per DCSM TS-5)	EA	1		\$
77	Traffic Barricade Type III	LF	60		\$
	<b>Sub-Total Pavement Marking / Signs</b>				\$

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<b><i>Flood Wall / Retaining Wall</i></b>				
78	Flood Wall with Facade, complete per plan details and specifications Including Excavation & Backfill	SF	5,000		\$
79	Retaining Wall with Facade, complete per plan details and specifications Including Excavation & Backfill	SF	1,200		\$
80	MOD Hand Rail HR-1, Complete per plans and specifications	LF	105		\$
	<b><i>Sub-Total Flood Wall / Retaining Wall</i></b>				\$
	<b><i>Earthwork</i></b>				
81	Regular Excavation (including topsoil respreading)	CY	11,000		\$
82	Unclassified Excavation to haul off-site (including but not limited to Asphalt & Concrete)	CY	19,000		\$
83	Clay Plug, Complete per plans and specifications	CY	450		\$
84	Borrow Excavation (Clay Fill)	CY	2,200		\$
	<b><i>Sub-Total Earthwork</i></b>				\$
	<b>TOTAL</b>				\$

Notes:

1) Sidewalk and curb and gutter protection is incidental to the cost of the temporary construction entrance.

## **ESCROW OF RETAINED FUNDS**

In accordance with Section 2.2-4334 of the Virginia Public Procurement Act (VPPA), any Contract valued at \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the Contract price are to be retained, at the time of submitting a bid, the CONTRACTOR shall have the option to indicate preference for using the escrow account procedure for utilization of the Town retained funds by so indicating in the space provided in the proposal documents. In the event the successful Contract elects to use the escrow account procedure, the "Escrow Agreement" included in the Contract documents shall be executed and submitted to the Manager, Office of Capital Projects within 15 days after receipt of the Notice to Award. If the "Escrow Agreement" form is not submitted, the CONTRACTOR shall forfeit his rights to the use of the escrow account procedure within the 15-day period.

In order to have retained funds paid to an escrow agent, the CONTRACTOR, the escrow agent, and the surety shall execute the "Escrow Agreement" furnished by the TOWN, and submit same to the Office of Capital Projects for approval. The CONTRACTOR's escrow agent shall be a trust company, approved bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the TOWN to make payment of retained funds to the escrow agent. After approving the agreement, the TOWN will pay to the escrow agent the funds retained as provided herein, except that funds retained for lack of progress or other deficiencies on the part of the CONTRACTOR will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the CONTRACTOR, or release the funds to the CONTRACTOR, provided such funds are fully secured by approved securities.

Retained funds invested, and securities held as collateral for retainage may be released only as and when directed by the Manager, Office of Capital Projects. When the final estimate is released for payment, the Manager, Office of Capital Projects will direct the escrow agent to settle the escrow amount by paying the CONTRACTOR or the TOWN monies due them as determined by the Manager, Office of Capital Projects. The TOWN reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the CONTRACTOR or in the event of default.

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

**END OF SECTION**

**BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

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

THE CONDITION OF THIS BOND IS SUCH THAT:

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

NOW THEREFORE,

- (A) If the bid shall remain open for a period of not less than 60 days following opening of the bids and be rejected, or in the alternate,
- (B) If the bid shall remain open for a period of not less than 60 days following opening of the bids and be accepted and the PRINCIPAL shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with the bid) and shall furnish a performance and payment deposit or surety bond for his faithful performance of the Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith,
- (C) THEN, this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the said amount of this obligation as herein stated. Provided, however, that in addition to the amount of this obligation as herein stated, the SURETY shall be liable for all costs and attorney's fees incurred by the OBLIGEE in enforcing the obligations hereunder.

The SURETY, for value received, hereby stipulates and agrees that the obligation of the SURETY and its bond shall be in no way impaired or affected by any extension of the time

within which the OWNER may accept such bid; and the SURETY does hereby waive notice of such extension.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
Attorney-In-Fact

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

END OF SECTION



## SAMPLE AGREEMENT

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

### 1. **WORK**

1.1 The project's name is \_\_\_\_\_, project # \_\_\_\_\_.

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

The project includes \_\_\_\_\_  
\_\_\_\_\_.

### 2. **OWNER'S REPRESENTATIVES**

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

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

### 3. **CONTRACT TIME AND LIQUIDATED DAMAGES**

#### 3.1 Time of the Essence

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

#### B. Contract Time:

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

b. Final Completion shall be achieved within \_\_\_\_ calendar days.

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

#### 3.2 Liquidated Damages

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

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

- b. For each day that expires after the time established to achieve Final Completion as specified above, CONTRACTOR shall pay TOWN liquidated damages in the amount of \$\_\_\_\_\_.
  - c. [Insert liquidated damage rate for and Interim or Milestone dates.]
- B. CONTRACTOR hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on the ground that such liquidated damages are void as penalties or are not reasonably related to actual damages.
- C. TOWN may recover liquidated damages by deducting the amount owed from progress payments, final payment or retainage.

4. **CONTRACT PRICE**

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

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

A. Total Computed Price used for Comparison and Award:

\_\_\_\_\_ (Words)  
 \$\_\_\_\_\_ (Figures)

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

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

5. **INTEREST**

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

6. **CONTRACT DOCUMENTS**

6.1 The Contract Documents which comprise the entire Agreement between TOWN and CONTRACTOR concerning the Work are defined as follows:

- A. This Agreement (pages 1 to \_\_\_\_\_, attached);
- B. Performance Bond (pages 1 to 2, attached);
- C. Payment Bond (pages 1 to 2, attached);
- D. Insurance Certificate (pages 1 to 2, attached);
- E. Bidding Documents (by reference) including:
  - 1. Advertisement for Bids;
  - 2. Instructions to Bidders;
  - 3. General Conditions;
  - 4. Specifications;
  - 5. Supplemental Specifications;
  - 6. Construction Drawings prepared by \_\_\_\_\_ bearing the following title:  
\_\_\_\_\_(Sheets \_\_\_ through \_\_\_) approved \_\_\_\_\_
- 7. Addenda
- F. CONTRACTOR'S Bid (attached);
- G. Deliverables issued on or after the effective date of the Agreement and are not attached hereto:
  - 1. Notice to Proceed
  - 2. Written Amendments
  - 3. Work Change Directives
  - 4. Change Orders

7. **Notice**

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

The Owner:

The Owner's Project Manager:

The Contractor:

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

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

CONTRACTOR

By \_\_\_\_\_  
Town Manager

By \_\_\_\_\_  
President

Date \_\_\_\_\_

Date \_\_\_\_\_

License No: \_\_\_\_\_

[CORPORATE SEAL]

Approved as to Form:

\_\_\_\_\_  
Town Attorney

Resolution authorizing execution  
of Agreement is attached hereto.

Agent for service of process:

\_\_\_\_\_

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

**VIRGINIA PAYMENT BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
of \_\_\_\_\_ hereinafter called the CONTRACTOR  
(Principal), and \_\_\_\_\_  
a corporation duly organized and existing under and by virtue of the laws of the State  
of \_\_\_\_\_, hereinafter called the SURETY, and authorized to  
transact business \_\_\_\_\_ within the  
Commonwealth of Virginia, as SURETY, are held and firmly bound unto The Town of Leesburg  
as OWNER (Obligee), in the sum of:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

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

Furthermore, the SURETY, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration, or addition to the terms of the Contract Documents or to the work to  
be performed there under, or the Specifications accompanying the same, shall in any way affect

its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

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

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

CONTRACTOR

\_\_\_\_\_

By \_\_\_\_\_(Seal)

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_

By \_\_\_\_\_(Seal)

\_\_\_\_\_  
Attest

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

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

**VIRGINIA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

of \_\_\_\_\_

hereinafter called the CONTRACTOR (Principal), and \_\_\_\_\_

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

\_\_\_\_\_, 20 \_\_\_\_\_,

for: \_\_\_\_\_

NOW, THEREFORE, the CONTRACTOR shall at all times duly, promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of the CONTRACTOR arising there under, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the CONTRACTOR and final acceptance by the OWNER and comply with all covenants therein contained in the Specifications, Drawings, and other Documents constituting a part of the Contract required to be performed by the CONTRACTOR, in the manner and within the times provided in the Contract, and shall fully indemnify and save harmless the OWNER from all cost and damage which it may suffer by reason or failure so to do, and shall fully reimburse and repay it all outlay and expenses which it

may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
Attest

By \_\_\_\_\_(Seal)

SURETY

\_\_\_\_\_

\_\_\_\_\_  
Attest

By \_\_\_\_\_(Seal)

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

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



## **INSTRUCTIONS TO BIDDERS**

### **1. NON-MANDATORY PRE-BID MEETING**

Prospective bidders are invited to attend a meeting to discuss the proposed work under this Contract. The meeting will be held at 10:30 a.m. on Tuesday, January 8, 2019, at 25 West Market Street, Leesburg, Virginia.

Representatives of the Town will be available to answer questions relative to the work. Any pertinent data or change resulting from the Pre-Bid Meeting will be included in an addendum issued after the meeting; however, the importance of attending the meeting is stressed. Any questions or conflict identified prior to bid should be submitted in writing in accordance with the "Comments Concerning Specifications" paragraph below.

### **2. STREAM RESTORATION SPECIALIST**

**Description:** Provide a qualified individual in stream restoration work as part of the Contract and will be considered incidental to the cost of the project.

**Requirements:** Due to the nature of the work involved and the environmentally-sensitive location of this project, the Contractor shall provide a specially qualified individual in stream restoration as part of the Contract requirements.

The Contractor shall assign an individual who possesses special knowledge, background, training, and experience in stream restoration construction in general, including but not limited to:

- (a) The maintenance of stream flow, including clean water pumps, dirty water pumps, and other related sediment and erosion control practices;
- (b) The construction of scour protection pools, scour protection aprons, habitat roughness logs, grade control log structures, clay channel blocks, channel bed materials, Class I channel protection and depressional wetland areas;
- (c) The planting of riparian buffers and floodplains; and stream restoration construction stakeout, access to construction zones, clearing, erosion and sediment control installation, and earth disturbance activities in and adjacent to stream projects without disturbing adjacent or nearby natural resources such as wetlands, trees, etc.

The Stream Restoration Specialist also shall have knowledge, background, training, and experience in the following areas.

- (a) The regulatory notifications, inspections, and reports that shall be the responsibility of the Contractor;
- (b) The Contractor's responsibility regarding control of subcontractors and suppliers;
- (c) The elements of the National Pollutant Discharge Elimination System (NPDES) triggers; and
- (d) The maintenance of project sequence of construction and limits of disturbance.

Within 14 calendar days from receiving notice of being the apparent low bidder, the Contractor shall submit sufficient documentation of the knowledge, background, training, and experience of the Contractor's designated Stream Restoration Specialist to the Town. The Town will review and approve the Contractor's assignment. No Notice of Award will be issued until the Town has formally approved the Contractor's assignment of the designated stream restoration specialist. Failure on the part of the Contractor to submit the documentation and information specified herein

may become a basis for the Town to deem the Contractor as non-responsible.

The Stream Restoration Specialist shall have full authority to manage the construction of all stream-related work elements contained in the Contract Documents. The Stream Restoration Specialist shall be present onsite at all times when either stream restoration work is being performed, or when the Contractor or any of the Contractor's subcontractors is performing work that may affect or impact in anyway the stream being restored.

The Contractor may replace the assigned Stream Restoration Specialist, only by requesting such replacement in writing and submitting, to the Town, sufficient documentation of the knowledge, background, training, and experience of the designated replacement stream restoration specialist. The Town will review the Contractor's request. Before formally assigning the replacement Stream Restoration Specialist, the Contractor shall obtain the written approval for the replacement from the Town. No individual may perform any stream restoration work or other work of any kind that may affect or impact in anyway the stream being restored until an approved Stream Restoration Specialist is onsite.

The Contractor shall be aware and shall understand that the failure of the Contractor to accord and support the authority of the Stream Restoration Specialist, as provided hereinabove, shall be a basis for the Town, in the exercise of its sole discretion, to shut down the Contract until the Contractor complies with this requirement.

The Contractor also shall be aware and shall understand that the failure of the Stream Restoration Specialist to comply with any applicable regulatory requirement, to implement any element of the Contract Documents, or to assure compliance by any workman onsite with such requirements or elements, shall be a basis for the Town, also in the exercise of its sole discretion, to remove the Stream Restoration Specialist from the Contract. The project will remain shut down until the Contractor replaces the Stream Restoration Specialist with an individual of equal qualifications, as set forth in this Special Provision, and the Contractor' designation of the replacement Stream Restoration Specialist has been approved by the Town.

### **3. COMMENTS CONCERNING SPECIFICATIONS (VPPA 2.2-4316)**

General and Technical questions relating to this solicitation shall be submitted in writing to the Office of Capital Projects by email at [CapitalBidQuestions@leesburgva.gov](mailto:CapitalBidQuestions@leesburgva.gov). Please put the title of this IFB in the subject line of the email.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal addendum only. Bidders are cautioned that any written or oral representations made by any Town representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the Office of Capital Projects. For determination as to whether an oral or written representation of any Town representative or other person requires that an addendum be issued, contact the Manager, Office of Capital Projects in writing by e-mail at [CapitalBidQuestions@leesburgva.gov](mailto:CapitalBidQuestions@leesburgva.gov).

### **4. EXAMINATION OF DOCUMENTS**

Bidders should thoroughly familiarize themselves with the terms and conditions of this IFB. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties, quantities and the cost of performing the Work required herein due to their failure to become

acquainted with all Bid Documents, schedules and liability concerning the Work to be performed.

**5. BIDDER SITE INVESTIGATION – CONSTRUCTION**

Bidders should take steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, stream stages, or similar physical conditions at the site; (4) the conformation and conditions of the ground; (5) the character of equipment and facilities needed preliminary to and during the performance of the Work; (6) all conditions related to site access, required permits, utilities coordination, and local jurisdictions' requirements; and (7) the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Town, as well as from the Drawings and Specifications made a part of the Contract.

The Contractor is solely responsible for any conclusions or interpretations made by the Contractor based on the information made available by the Town. The Town assumes no responsibility for, and Contractor is solely responsible for, any understanding based upon any representation made by any Town officers or agents before the execution of the Contract, unless that understanding or representation is expressly stated in the Contract.

Bidders are on notice that the Bidder awarded the Contract will be responsible for estimating properly the difficulty and cost of successfully performing the Work, and successfully performing the Work, without additional expense to the Town or extension of time.

**6. INCOMPLETE DOCUMENTS**

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

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

**7. TOWN OF LEESBURG BUSINESS PROFESSIONAL AND OCCUPATION LICENSE (BPOL)**

The successful bidder must comply with the provisions of Section 20, Article IX (Business Professional and Occupational License Tax) of the Town of Leesburg Code, if applicable. Contractors are not required to be licensed to submit a bid; however, the successful bidder must obtain a license before the commencement of work. For information on the provisions of this chapter and its applicability to this Contract, contact the Town of Leesburg Staff Accountant, Finance Department, Town of Leesburg, Virginia by telephone at 703-771-6503.

## 8. FORM AND STYLE OF BIDS

The Bids shall be submitted on forms identical to the Bid Form included with the Bidding Documents, and all blanks on the Bid Form shall be filled in by a typewriter or manually in ink. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Any interlineations, alterations, and erasures must be initialed by the signer of the Bid.

Each copy of the Bid shall include the legal name of the Bidder and indicate whether the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. All names shall be typed or printed in ink below the signatures. The address and phone number for communication regarding the bid shall be shown. Email address may be included at bidder's option.

The Bid shall contain evidence of the Bidder's authority to do business in the Commonwealth of Virginia. Bidder's Virginia State contractor license number shall also be shown on the Bid form.

## 9. BID BOND

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

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

## 10. SUBMISSION OF BIDS

One paper copy of the Bid, the bid security, and the escrow of retained funds document are required to be submitted, and shall be enclosed in a sealed opaque envelope. The envelope is to be addressed to the party receiving the Bids and is to be identified with the Project name, the Bidder's name and address, and Contractor's Virginia License number. **If the Bid is sent by mail, the sealed envelope is to be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.**

The Town of Leesburg will accept bids at the designated location prior to the time and date of the receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened. The official time will be deemed to be that of the Town of Leesburg.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received in any other format than specified are invalid, and will not receive consideration.

## **11. MODIFICATION/WITHDRAWAL OF BID**

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

Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such a notice shall be in writing over the signature of the Bidder and shall be received on or before the date and time set for receipt of Bids. A change must indicate which Bid shall be governed and shall be so worded as not to reveal the amount of the original Bid.

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

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

If within two (2) business days after Bids are opened any Bidder files a duly signed written notice, accompanied by original work papers, with the TOWN that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. This procedure shall follow Section 2.2-4330(B)(1) of the Virginia Public Procurement Act (VPPA). Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding on the Work.

## **12. CONTRACT TYPE**

**This is a Lump Sum Contract.**

Comparison of Bids: Bids will be compared on the basis of a total estimated lump sum price, arrived at by taking the sum of the estimated quantities of such items, in accordance with Town's Estimate of Quantities set forth in the Schedule of Prices, multiplied by the corresponding unit prices, and including any lump sum bids on individual items and allowance items.

Variations of Quantities: Bidders are warned that the Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered part of this contract except to establish unit prices to be used for progress payment and change orders. The quantities required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

## **13. CONSIDERATION OF BIDS**

The TOWN shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid, which is in any way incomplete or irregular.

## **14. AWARD**

It is the intent of the TOWN to award a Contract to the lowest responsive and responsible Bidder, provided the low bid does not exceed the funds available. The TOWN shall have the right to waive informalities in a Bid received and to accept the Bid, which, in its judgment, is in the TOWN's best

interest. The Notice of Intent to Award a contract resulting from the solicitations for bids will be posted on the Public Notice Board at 25 W. Market Street, Leesburg, VA and on the Town's Bid board (<http://www.leesburgva.gov/bidboard>).

**15. NEGOTIATIONS WITH THE LOWEST BIDDER**

Unless all bids are cancelled or rejected, the Town reserves the right granted by 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available. Funds available shall mean those funds, which were budgeted for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

**16. PROTEST**

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

**17. ACCEPTANCE OF BID (VPPA 2.2-4337)**

The bids received shall be open to acceptance and is irrevocable for **sixty (60) days** from the Bid Closing date.

If the bid is accepted by the Town within the period specified above, the Contractor shall provide a certificate of insurance, Payment Bond, and Performance Bond within 10 days of the Notice of Award or Notice of Intent to Award. Each bond, the Performance Bond and the Payment Bond, shall be in the amount of 100% of the Contract Amount. The bonds shall be corporate surety bonds issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the Town. The Performance Bond will be conditioned upon the faithful performance of all of the work shown, described and required in the Contract Documents. The Payment Bond will be conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for providing labor, equipment of material in the performance of the work provided for in the Contract Documents.

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

**18. SCC IDENTIFICATION NUMBER (VPPA Section 2.2-4311.2)**

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

**19. VIRGINIA CONTRACTOR’S LICENSE NUMBER (Code of Virginia §54.1-1115, A1 and A6)**

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

**20. COORDINATION WITH UTILITIES**

The Contractor shall coordinate the work of his forces with the utility companies during the contract to ensure the continuing progress of all work to be performed within the project area.

The Contractor shall notify “MISS UTILITY” at 1-800-552-7001, 72 hours prior to beginning construction.

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

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

The Contractor shall coordinate with Verizon the necessary adjustment (raising) of a pedestal at the end of the parking lot.

The contractor will also be required to coordinate with Dominion Energy to hold the power pole at the east end of the wall.

**21. CONTRACT TIME**

The Town has established two interim completion milestones for this project.

- Milestone 1: The contractor shall complete the work upstream of Harrison Street (Phase I) within 120 calendar days from Notice to Proceed.
- Milestone 2: The contractor shall complete the work downstream of Harrison Street (Phase II) within 360 calendar days from Notice to Proceed.

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

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

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

In the event of an excusable delay for which the Contractor is seeking a time extension, the Contractor shall submit a Schedule Impact Analysis (SIA) using *Contemporaneous Methodology* to substantiate its request for a time extension, according to Section 108.04 of the Virginia Department of Transportation 2016 Road and Bridge Specifications. The Town Engineer will

evaluate the Contractor's request based on the critical path and available total float. Total float is the number of working days that an activity can be delayed before it delays a related provisional milestone or the project.

Project Substantial Completion:	360 calendar days from Notice to Proceed
Project Final Completion:	30 calendar days from Substantial Completion
Liquidated Damages:	\$500.00 per day

**22. PAYMENTS**

Partial payments will be based on a monthly progress estimate consisting of approximate quantities and value of work performed in accordance with the plans and specifications. The Town will pay amounts owed to the Contractor within forty-five (45) days after an acceptable invoice is rendered in accordance with Section 2.2-4352 of the Virginia Public Procurement Act (VPPA).

In accordance with Section 2.2-4355 of the VPPA, interest shall accrue on all amounts owed by the Town to the Contractor that remain unpaid after seven days following the payment date. The rate of interest charged shall be the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates shall be used.

**23. WORK REQUIREMENTS AND ADDITIONAL INFORMATION**

**A. Work Hour and Date Restrictions:** Work hours will be 7:00 a.m. to 7:00 p.m. Monday through Friday. The Contractor will not be allowed to perform work on the project during any other days or times without prior approval from the Town.

Note that Town Code Section 24-182 (3) b. provides specific prohibitions on construction operations to regulate noise.

The Contractor will not be permitted to work on the following holidays:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving	Day after Christmas
Independence Day	Day after Thanksgiving	

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

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with the Virginia Department of Transportation *Virginia Work Area Protection Manual* and the Federal Highway Administration *Manual on Uniform*



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

All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. This item is to be considered incidental to all other items of work.

The Contractor is required to submit a Maintenance of Traffic Plan for review and approval. Approval of the Maintenance of Traffic Plan is required prior to beginning any construction activities on the project. The Maintenance of Traffic Plan is required for the issuance of the required right-of-way permit issued by the Town of Leesburg. The fee for the Town right-of-way permit will be waived.

- C. **Parking Lot:** The Contractor shall minimize the duration of any blockage of access to and usage of the Virginia Knolls townhouse parking lot being reconstructed as part of this project. The Contractor shall notify the Virginia Knolls Home Owners Association a minimum of 48 hours in advance of any activities that will restrict use of the parking lot in any way. The contractor shall make the parking lot safely accessible at the conclusion of each work day, by the use of fencing and/or wheel stops.
- D. **Construction Survey:** This item is to include:
  - Pre-Construction survey
  - All survey and layout required to build the project
  - Final as-built survey of all storm inverts and top elevations, curb elevations, etc. in accordance with the Town's Design and Construction Standards Manual (DCSM) requirement. The field surveyed as-built information shall be submitted in PDF format.
- E. **Rock Excavation:** This is an unclassified excavation lump sum job, it is the bidder's responsibility to estimate the amount of rock excavation required.
- F. **Utility Trenches:** Haul-off excavation material shall be incidental to work items and Contractor shall include its cost in relevant pay items. The utility trenches shall be backfilled to the level of the roadway at the end of each work day, except in the location where plates will be used.
- G. **Storm Drainage:** All storm drainage installed in paved areas shall be backfilled utilizing 21-A material, from the top of the bedding material used for the pipe to the sub-grade elevation. Storm

drainage installed under sidewalks or grass areas shall be backfilled in accordance with the Town of Leesburg DCSM, and VDOT specifications, whichever is most stringent. Any concrete cradles or piers required for crossing existing sanitary or waterline are to be considered incidental to the storm drainage items of work.

- H. Sanitary Sewer:** All sanitary sewer installed in paved areas shall be backfilled utilizing 21-A material, from the top of the bedding material used for the pipe to the sub-grade elevation. Sanitary sewer installed under sidewalks or grass areas shall be backfilled in accordance with the Town of Leesburg DCSM, and VDOT specifications, whichever is most stringent. Any concrete cradles or piers required for crossing existing sanitary or waterline are to be considered incidental to the sanitary sewer items of work.
- I. Connection to Existing Structures:** Connections made to existing structures shall be accomplished by means that are in accordance with the Town DCSM and VDOT specifications.
- J. Topsoil:** Contractor shall strip the topsoil and stockpile the required quantity for later use/re-spreading.
- K. Tree Protection:** The following work must be accomplished before any demolition or site-clearing activity occurs within 100 feet of the tree(s) to be saved.
  - 1. The Contractor shall meet with the Town Urban Forester at the site prior to beginning work to review all work procedures, access and haul routes, and tree protection measures.
  - 2. The limits of all tree protection zones shall be staked in the field.
  - 3. Tree(s) to be removed that have branches extending into the canopy of tree(s) to remain must be removed by a qualified arborist and not by demolition or construction contractors. A qualified arborist shall remove the tree in a manner that causes no damage to the tree(s) and understory to remain.
  - 4. Any brush clearing required within the tree protection zone shall be accomplished with hand-operated equipment.
  - 5. Trees to be removed shall be felled so as to fall away from tree protection zones and to avoid pulling and breaking of roots of trees to remain. If roots are entwined, the Town Urban Forester may require first severing the major woody root mass before extracting the trees. This may be accomplished by cutting through the roots by hand, with a vibrating knife, rock saw, narrow trencher with sharp blades, and other approved root-pruning equipment.
  - 6. Trees to be removed from within the tree protection zone shall be removed by a qualified arborist. The trees shall be cut near ground level and the stump ground out.
  - 7. All downed brush and trees shall be removed from the tree protection zone either by hand or with equipment sitting outside the tree protection zone. Extraction shall occur by lifting the material out, not by skidding it across the ground.
  - 8. With approval from the Town, brush may be chipped and placed in the tree protection zone to a maximum depth of 6 inches leaving the trunk clear of mulch.
  - 9. Structures and underground features to be removed within the tree protection zone shall use the smallest equipment possible, and operate from outside the tree protection zone. The Town Urban Forester shall be on site during all operations within the tree protection zone to monitor demolition activity.
  - 10. Fences shall be erected to protect trees to be preserved. The tree protection fence shall be meet the requirements of the detail provided and shall be installed generally in locations shown on the plans. The exact location of the tree protection fence shall be determined in the field, and approved by the Town Urban Forester. Fences are to remain until all site

work has been completed. Fences may not be relocated or removed without the written permission of the Town Urban Forester.

11. Any damage to trees designated to be saved, shall be reported to the Town Urban Forester within 6-hours so that remedial action can be taken. Timeliness is critical to tree health.
  12. If temporary haul or access roads must pass over the root area of trees to be retained, a road bed of 6 inches of mulch with ½ inch sheets of plywood on top shall be created to protect the soil. The roadbed material shall be replenished as necessary to maintain a 6-inch depth.
  13. Construction trailers and traffic and storage areas must remain outside fenced areas at all times.
  14. No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone (fenced area).
  15. Additional tree pruning required for clearance during construction must be performed by a qualified arborist and not by construction personnel.
  16. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use. Any pesticides used on site must be tree-safe and not easily transported by water.
  17. Erosion control devices such as silt fencing, debris basins, and water diversion structures shall be installed to prevent siltation and/or erosion within the tree protection zone.
  18. Before grading or excavation for foundations, footings, walls, or trenching, trees shall be root pruned 1 foot outside the tree protection zone by cutting all roots cleanly to a depth of 24 inches. Roots shall be cut by manually digging a trench and cutting expose I roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades or other approved root-pruning equipment.
  19. Any roots damaged during grading or construction shall be exposed to sound tissue and cut cleanly with a saw.
  20. Maintain fire-safe areas around fenced areas. Also, no heat sources, flames, ignition sources, or smoking is allowed near mulch or trees.
- L. Hydrant Meter:** The contractor is required to obtain a fire hydrant meter from Town's Utility Department to be used for withdrawing water during construction. Any illegal hookup to a fire hydrant will result in a \$1,000 fine for the first offense and a \$2,500 fine for each subsequent offense on the same job.
- M. Damage to Existing Fence:** In the event that a fence is damaged, the Contractor shall replace in kind at no additional cost to the Town.
- N. Erosion and Sediment Control:** The Loudoun County Erosion and Sediment Control inspector or the Town of Leesburg Project Manager may require modification of the erosion and sediment control installation in order to keep the project in compliance with regulations. Contractor will be paid for at the contract bid unit rate.
- O. Dust Control:** The Contractor shall make every effort to control dust on site and shall either use water or a dust control agent.
- P. Test Pits:** Test pits as described on the plans in the General Notes and as required by Miss Utility, are to be considered incidental to all other line items of work.
- Q. Geotechnical Report:** Subsurface investigations were performed for the project during design. A copy of the full geotechnical report prepared by GeoConcepts, dated May 10, 2017 is attached.

R. **As-Built Drawings:** As per Article 4.13 and DCSM requirements.

S. **Project Sign:** The contractor shall provide and erect project signs at a locations approved by the Town. The sign shall be in general conformance with the following drawing.

60"

**Leesburg**

**TOWN OF LEESBURG**  
Capital Project

**TUSCARORA CREEK**

**Flood Mitigation & Stream Restoration Project**

Completion: Spring 2020  
For more information, call 703-737-7055

**Contractor:**  
XYZ Company  
Anytown, Virginia

48"

**Burgundy: PMS 188**  
C: 0  
M: 97  
Y: 100  
K: 50

R: 17  
G: 6  
B: 0

**Gold: PMS 130**  
C: 0  
M: 30  
Y: 100  
K: 0

R: 255  
G: 179  
B: 0

**Dark Blue: PMS 2767**  
C: 100  
M: 78  
Y: 0  
K: 54

R: 6  
G: 16  
B: 65

END OF SECTION

**END OF DOCUMENT**