



Loudoun County, Virginia

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## **Job Order Contract (JOC)**

### **For General Construction Work**

## **Invitation for Bid**

**IFB NUMBER: QQ-01735**

**ACCEPTANCE DATE:  
Prior to 4:00 p.m. August 15, 2012  
“Local Atomic Time”**



Loudoun County, Virginia

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ACCEPTANCE DATE: Prior to 4:00 p.m. August 15, 2012, "Local Atomic Time"

IFB NUMBER: QQ-01735

ACCEPTANCE PLACE Department of Management and Financial Services  
Division of Procurement  
One Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

As a condition of submitting a Bid, Bidders shall attend a **mandatory** pre-bid conference for the purpose of discussing the Job Order Contract (JOC or Contract) concept, Contract Documents, specifics of Loudoun County's JOC program, minimum qualifications required for Bidders, and JOC from a Contractor's viewpoint (including a mini workshop on how to calculate a bid). You must attend the Pre-Bid Conference or your bid will be deemed non-responsive and rejected.

The **mandatory** Pre-Bid Conference will be held on July 24, 2012 at 2 p.m. in the Lovettsville Room, One Harrison Street, SE, 1<sup>st</sup> Floor, Leesburg VA, 20175. Bidders must be in the Lovettsville Conference Room prior to 2 PM and stay for the duration of the meeting in order to meet the attendance requirement for submitting a bid. **You must attend the Pre-Bid Conference or your bid will be deemed non-responsive and rejected. Bidders must sign in with the Procurement Representative as record of attendance.**

Bid forms may be downloaded from the Loudoun County website at [www.loudoun.gov/procurements](http://www.loudoun.gov/procurements). The Construction Task Catalog and the Technical Specifications will be available on CD and may be picked up at the Division of Procurement, One Harrison Street, S.E., 4<sup>th</sup> Floor, Leesburg, Virginia, between the hours of 9:00 a.m. and 5:00 p.m. weekdays. There is no cost for these documents.

This Invitation to Bid is exempt from the Pre-Qualification Process.

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your bid include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 6.67 and 7.20. Please complete the Proof of Authority to Transact Business in Virginia

form on page 56 of this solicitation and submit it with your bid. Failure to provide this information or providing inaccurate or purged information shall result in your bid being rejected.

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

Christopher Bresley  
Contracting Officer  
Phone: (703) 777-0394  
Fax: (703) 771-5097  
Email address: [Christopher.Bresley@loudoun.gov](mailto:Christopher.Bresley@loudoun.gov)

Issue Date: July 16, 2012

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF  
DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE  
CONTACT THIS DIVISION AS SOON AS POSSIBLE .

# Job Order Contract for General Construction Work

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE.....	5
2.0 COMPETITION INTENDED .....	5
3.0 OVERVIEW OF THE CONTRACT .....	5
4.0 DISCREPANCIES .....	7
5.0 BIDDER'S MINIMUM QUALIFICATIONS .....	8
6.0 CONTRACT TERMS AND CONDITIONS.....	8
7.0 INSTRUCTIONS TO BIDDERS.....	44
8.0 MISCELLANEOUS BID INFORMATION FORM, BID FORM AND OTHER FORMS TO BE EXECUTED AND SUBMITTED BY BIDDER.....	51

- ATTACHMENT 1      – THE CONSTRUCTION TASK CATALOG  
ATTACHMENT 2      – THE TECHNICAL SPECIFICATIONS

Authorized By: Christopher Bresley, CPPB /s/      Date: July 16, 2012  
Contracting Officer

## **1.0 PURPOSE**

- 1.1 The County seeks to award one (1) or more, with a maximum of three (3), Job Order Contracts (JOC or Contract) to qualified general contractors to provide for General Construction on an as-needed basis at various Loudoun County facilities over a one (1) year Base Term and up to two (2) one (1) year additional Option Terms. A JOC is a competitively bid, firm fixed priced, indefinite quantity contract. The Work includes a collection of Tasks and related Specifications that have pre-established Unit Prices. JOCs are to be used for the accomplishment of repair, alteration, construction, maintenance, rehabilitation, demolition and construction of mechanical infrastructure by means of individual Job Orders issued under the JOCs and related to discrete, identified Projects.
- 1.2 JOCs will generally be utilized to accomplish small to medium sized, Projects with a typical Job Order value within the range of \$10,000-\$100,000. However, Job Orders in the \$1,000 to \$5,000 range are also common. The typical Work is anticipated to include, but not be limited to, Projects such as: General Construction maintenance, renovations and replacement, etc. The maximum value of any individual Job Order is not expected to exceed \$500,000. The County estimates spending \$2,500,000 in aggregate per year under the JOCs; however, other than the Minimum Contract Value of \$25,000, the County makes no additional guarantee as to the minimum amount of Work that will be awarded under each of the JOCs.
- 1.3 For the purposes of JOCs, a Loudoun County "Purchase Order" is described as a "Job Order".

## **2.0 COMPETITION INTENDED**

It is the County's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

## **3.0 OVERVIEW OF THE CONTRACT**

- 3.1 A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual Projects at different County facilities and sites, often simultaneously, throughout Loudoun County. The Contract Documents include a Construction Task Catalog<sup>®</sup> (CTC) containing construction tasks with pre-established Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are intended to reflect the direct cost of construction (excludes overhead and profit).

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

- 3.3 The Contractor will bid one (1) Adjustment Factor for Tasks not contained in the CTC.

- A. An Adjustment Factor for performing Work deemed not to be included in the CTC but within the general scope of the work

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

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

- 3.4 The JOC Process - As projects are identified by the County, the successful Contractor will jointly scope the Work with the County's authorized representative. The County will prepare a Detailed Scope of Work and issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Package for the Project including a Price Proposal, Progress Schedule, any Incidental Design, a list of proposed subcontractors and other requested documents. If all contents of the Price Proposal Package are found to be acceptable by the County, a Job Order may be issued.

- 3.5 Job Orders - A separate Job Order will be issued for each Project prior to the commencement of any Work by the Contractor, except in a declared State of Emergency as described in Section 6.9.D.(5). A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Amount. The Job Order Amount is determined by multiplying the pre-established Unit Prices for the appropriate tasks required to complete the Detailed Scope of Work by the appropriate quantities and the applicable Adjustment Factor. The Job Order Amount shall be a lump sum, fixed price for completing the Detailed Scope of Work. Unforeseen/latent conditions, additions to and deletions from the Detailed Scope of Work will be addressed via supplemental Job Orders.

### 3.6 Contractor Selection for Each Project

Contractors will normally be selected on a rotating basis to perform the Work related to an individual Project; however, the County reserves the right, at its sole discretion, to select Contractors out of rotation when deemed to be in the best interest of the County.

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

3.8 Work Sites - The Contractor will be required to perform Work at any County owned or controlled facility. It is anticipated that the Work will be distributed randomly throughout the geographic area comprising the County and the Contractor will be required to perform Work at multiple sites simultaneously.

### 3.9 Responsiveness

A. The Contractor shall have a point of contact (i.e., voice mail or answering machine) where messages can be left. There should be a response no later than twenty-four (24) hours from when the message was left. Repeated failure to respond within the allotted timeframe shall, at the option of the County, result in termination of the Contract.

B. The County has the option of declaring any needed work to be an emergency. **In the event of a natural or manmade disaster or any other catastrophes, the Contractor, when so directed, shall respond within two (2) hours of notification. See Section 6.9, D.(5).**

3.10 All Work performed by the Contractor under the JOC shall meet all applicable state and local building codes, ordinances and regulations and the Contractor shall be required to obtain all required permits and inspections. Loudoun County permit fees shall be waived for JOC Work.

## 4.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request will be communicated through a written addendum and posted on the Procurement home page at [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement). Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

## 5.0 BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid to be considered for further evaluation. Failure to provide complete and/or satisfactory information (in the sole judgment of the County) as described below to demonstrate compliance with the minimum qualifications may be cause for bid to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 5.1 Demonstrate recent successful experience within the past three (3) years by providing detailed information on similar general construction projects consistent with the description of anticipated work described in Section 1.2 above. Demonstration shall be by means of providing a minimum of five (5) project references relating to comparable work as described in Section 1.2, submitted with the bid on the Reference Form contained on pages 57 and 58 of this IFB. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- 5.2 Satisfactorily (in the sole judgment of the County) explain how bidder will comply with the requirement to self-perform twenty-five percent (25%) of the value of the Work. Self-performance is defined as tradesman/craftsman actually performing the Work and does not include overhead, profit, or labor associated with Project Management submitted with the bid on the Form contained in pages 59 and 60 of this IFB.
- 5.3 Have in place and maintain for the duration of the JOC a full service office within a forty (40) mile radius of the Loudoun County Government Center located at One Harrison Street, SE, Leesburg, Virginia 20175.
- 5.4 Provide evidence of a contractor's certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following:
  - A. Registered Commonwealth of Virginia Contractor: Class A.

## 6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Terms and Conditions. **These Terms and Conditions are not negotiable.**

### 6.1 Contractual Authority

- A. The extent and character of the Work to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of General Services, and/or the Department of Parks Recreation and Community Services, and/or the Office of Construction and Waste Management, or their authorized representative(s). The Contractor shall not comply with requests

and/or orders issued by other than the Director of the Department of General Services, and/or the Department of Parks Recreation and Community Services, and/or the Office of Construction and Waste Management, or their authorized representative(s) acting within their authority for the County.

- B. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor. Contract Administrators do not have the authority to order Work (issue a Job Order) or authorize change orders, or in any way obligate funds on behalf of Loudoun County.

## 6.2 Contract Documents

Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of any Agreement

- A. The County-Contractor Agreement
- B. The County's Invitation for Bid (IFB) No. QQ-01735 (which includes the Contract Terms and Conditions), including any Addenda
- C. IFB Attachment 1- the Construction Task Catalog® (CTC)
- D. IFB Attachment 2- The Technical Specifications
- E. The Contractor's bid submission (all parts)
- F. Notice of Award
- G. Performance and Labor and Material Payment Bonds and Insurance Certificates provided by Contractor
- H. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work (including any referenced supplemental Specifications and/or drawings) issued under a JOC by the County
- I. The Contractor's Price Proposals J. Written Modifications to the Agreement, signed by both parties, issued after the Agreement has been executed

## 6.3 Technical Specifications

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

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

#### 6.4 Definitions

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

inspections have been completed and all contractual requirements for final payment have been met.

- M. *Holidays:* New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas Eve, Christmas Day and any other day officially recognized by the County as a non-working day for County staff.
- N. *Incidental Design:* includes abbreviated drawings, sketches, and calculations, striping plan, shop drawings, modified or supplemental Technical Specifications and as-built drawings.
- O. *Install, Deliver, Furnish, Supply, Provide and Other Such Words:* such words mean the Work in question shall be put in place by the Contractor ready for use unless expressly provided to the contrary.
- P. *Job Order:* Under this Agreement, a Loudoun County "Purchase Order" is described as a "Job Order". Each individual Project to be accomplished under this Contract will be through the issuance of a Job Order. Each Job Order will reference a Detailed Scope of Work and state a firm fixed price (Job Order Amount), time duration for the completion of the Work (Job Order Completion Time), and any special conditions that might apply to that specific Job Order, such as Liquidated Damages.
- Q. *Job Order Amount:* the firm fixed price, lump sum amount indicated on each specific Job Order that the County is obligated to pay the Contractor upon completion of the Detailed Scope of Work in conformity with all terms of the Contract Documents.
- R. *Job Order Completion Time:* the period of time allotted for the Contractor to achieve Final Completion of a Job Order.
- S. *Job Order Contract (JOC):* see Agreement above.
- T. *Joint Scope Meeting:* a Site meeting to discuss the Work with the Contractor before the Detailed Scope of Work is finalized.
- U. *Maximum Contract Term Value:* the maximum value of Job Orders that may be issued to the Contractor during any Term (Base Term or Option Term) of this Agreement. It has been established at \$2,500,000.
- V. *Maximum Contract Total Value:* The total combined value of all Job Orders that may be issued to the Contractor during all Terms of the Agreement. It has been established at \$7,500,000.
- W. *Minimum Contract Value:* The Minimum Contract Value for the Agreement shall be \$25,000. The Contractor is guaranteed to receive the opportunity to submit a proposal for project(s) totaling at least \$25,000.00 during the Base Term of the Contract.

- X. *Non Pre-priced Task*: a task not included in the Construction Task Catalog but within the general scope and intent of the Contract.
- Y. *Normal Working Hours*: the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays.
- Z. *Notice To Proceed Date*: the date contained on the Job Order which designates when the Contractor is authorized to begin Work.
- AA. *Option Term*: additional one (1) year periods for which the Contract can be extended by mutual agreement of the Contractor and the County. The Contract contains two (2) Option Terms.
- BB. *Other Than Normal Working Hours*: the hours of 5:01 p.m. to 6:59 a.m. Monday through Friday and any time Saturday, Sunday, and Holidays.
- CC. *Pre-priced Task*: a task included within the Construction Task Catalog for which a Unit Price has been established.
- DD. *Progress Schedule*: a critical path or bar chart schedule submitted by the Contractor and subject to approval by the County showing the overall Job Order Completion Time and subdivided for each critical operation therein.
- EE. *Project*: collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Job Orders.
- FF. *Price Proposal*: the Contractor prepared document quoting a lump sum, fixed price for the completion of the Detailed Scope of Work referenced in the Request for Price Proposal.
- GG. *Price Proposal Package*: the Contractor prepared package that in addition to the Contractor's Price Proposal contains, when appropriate, a proposed Progress Schedule for completing the Work, drawings, sketches, permits, catalog cuts, technical data, samples, subcontractor information, and other such documentation as the County may require for a specific Job Order.
- HH. *Purchase Order*: the written obligation document under the Contract and referred to as a "Job Order" throughout the Contract Documents.
- II. *Request for Price Proposal (RFPP)*: a written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work referenced therein.
- JJ. *Schedule of Values*: the Contractor provided allocation of the Job Order Amount to various portions of the Work pertaining to a specific Job Order used as the basis for County's review of the Contractor's applications for payment.

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

#### 6.5 Contract Base Term and Optional Terms

The Contract shall cover the period from October 1, 2012 through September 30, 2013, or an equivalent period depending upon date of contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to two (2) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term other than the Bid Adjustment Factors.

Notice of intent to renew will be given to the Contractor in writing by the, normally ninety (90) days before the expiration date of the current Contract.

6.6 Minimum and Maximum Contract Values

- A. The Minimum Contract Value shall be \$25,000. The Contractor is guaranteed to receive the opportunity to submit proposals for projects totaling at least \$25,000 during the Base Term. The County makes no additional guarantee as to amount of Work, other than the Minimum Contract Value.
- B. The Maximum Term Value (Base Term or Each Option term) is \$2,500,000.
- C. The Maximum Contract Total Value (combined value of all Job Orders issued per all Terms), shall not exceed \$7,500,000. The County has no obligation to issue any Work in excess of the Minimum Contract Value.

6.7 Price Escalation/De-escalation

- A. The original Bid Normal Working Hours and Other Than Normal Working Hours Adjustment Factors are valid for a one (1) year period beginning with the date of execution of the Agreement. Thereafter, the Contractor's Adjustment Factors shall be adjusted for each Option Term to account for construction cost escalation or de-escalation.
- B. A Base Year Index shall be calculated by averaging the twelve (12) month Construction Cost Indices (CCI) for the U.S. Twenty City Average published in the Engineering News Record (ENR) for the twelve (12) months immediately preceding the month of execution of the Agreement.
- C. A Current Year Index shall be calculated by averaging the twelve (12) month Construction Cost Indices (CCI) for the U.S. Twenty City Average published in the Engineering News Record (ENR) for the twelve (12) months immediately preceding to the month of the beginning of any Option Term.
- D. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- E. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next twelve (12) months of any Option Term.
- F. Averages shall be obtained by summing the twelve (12) month indices and dividing by twelve (12).

- G. All calculations in this Section shall be carried to the fifth (5<sup>th</sup>) decimal place and rounded to the fourth (4<sup>th</sup>) decimal place. The following rules shall be used for rounding:
- (1) The fourth (4<sup>th</sup>) decimal place shall be rounded up when the fifth (5<sup>th</sup>) decimal place is five (5) or greater.
  - (2) The fourth (4<sup>th</sup>) decimal place shall remain unchanged when the fifth (5<sup>th</sup>) decimal place is less than five (5).
- H. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- I. The Contractor's Adjustment Factors for Non-Prepriced items will not be adjusted for the duration of the Agreement.

6.8 Price Adjustments for Asphalt

- A. Not Applicable.

6.9 Ordering Procedure

- A. Initiation of a Job Order - As a need arises or exists for performance by the Contractor; the County will notify the Contractor of a Project by issuing a notice of a Joint Scope Meeting. The Contractor shall be required to be available to attend a Joint Scope Meeting within forty-eight (48) hours from receipt of a notice of a Joint Scope Meeting (required response time shortened to two (2) hours in the event of an emergency. (See Section 3.9, B.)

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

- (1) the general scope of the Work
- (2) methods and alternatives for accomplishing the Work and value engineering
- (3) access to the Site and protocol for admission/access
- (4) hours of construction operation
- (5) staging area
- (6) specific quality requirements for equipment and material
- (7) requirements for catalog cuts, technical data, samples, shop drawings and Incidental Design
- (8) the presence of hazardous materials
- (9) temporary services and shutoffs

- (10) safety issues/concerns/procedures
- (11) liquidated damages
- (12) construction duration
- (13) Date on which Price Proposal is due.

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

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

- (1) Master Agreement Number
- (2) Job Order Number
- (3) Project Location
- (4) Brief Project Description
- (5) Detailed Scope of Work
- (6) Technical Drawings
- (7) Price Proposal Due Date

C. Preparation of the Price Proposal - Contractor will prepare its Price Proposals in accordance with the following:

- (1) Pre-priced Tasks: For Pre-priced Tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog necessary to complete the DSOW.
- (2) Non Pre-priced Tasks: Non-Pre-priced Tasks shall be separately identified and submitted in the Price Proposal. Information in support of the Non Pre-priced Task shall include, but is not limited, to the following:
  - a. Catalog cuts, specifications, technical data, drawings, or other information as required evaluating the task.

b. If the Contractor performs the Work with its own forces, it shall submit three (3) independent quotes for all material to be installed and shall, to the extent possible, use pre-priced labor and equipment from the CTC. If the Work is to be subcontracted, the Contractor shall submit three (3) independent bids from Subcontractors. The Contractor shall not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use. The County may require additional quotes and bids if the suppliers and Subcontractors are not acceptable or if the prices are deemed (in the sole judgment of the County) not to be reasonable.

c. The final price for non pre-priced Tasks shall be according to the following formula:

For Work Performed with the Contractor's Own Forces:

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

B = Equipment costs (other than small tools)

C = Three independent quotes for all materials

Total Cost for self-perform work =

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

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

D = Subcontractor Costs (supported by three quotes)

Total Cost of Non Pre-priced Task =

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

e. The County's determination as to whether a task is a Pre-priced Task or a non Pre-priced Task shall be final, binding and conclusive.

D. Contractor's Price Proposal Package:

(1) The Contractor's Price Proposal Package shall include, at a minimum:

a. Price Proposal (Detail and Summary)

- b. Non Pre-priced Task Support (if applicable)
  - c. Catalog Cuts, Technical Data Or Samples
  - d. List Of Anticipated Subcontractors, Anticipated Subcontract Values
  - e. Proposed Progress Schedule
  - f. Certificates For Any Special Insurance Required
  - g. Sample Warranties Or Guarantees For Materials, Equipment Or Systems Proposed
- (2) The Contractor's Price Proposal Package shall be submitted by the date indicated on the RFPP. All incomplete Price Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Price Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven (7) and fourteen (14) days. On complex Job Orders, such as Job Orders requiring extensive approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the Price Proposal Package and will be so reflected in the Price Proposal Package due date entered on the RFPP.
- (3) The Contractor shall provide all Incidental Design services required in connection with a particular Job Order including drawings and information required for filing.
- (4) Contractor shall make all necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings and sketches, calculations and other documents and information that may be required thereof. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to any City, State or some other government or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable cost for which the County will reimburse the Contractor dollar for dollar (1:1, no markup). All County permit fees shall be waived. The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the CTC for Reimbursable Fees and apply an Adjustment Factor of 1.0000. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.
- (5) In emergency situations that may include or entirely consist of minor maintenance and repair Job Orders requiring immediate completion, the Job Order Price Proposal Package may be required quickly and the due date will be so indicated

on the RFPP or, as described in 6.9F, the Contractor may be directed to begin the Work immediately with the paperwork to follow.

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

- (1) The County will evaluate (a) the entire Price Proposal and proposed tasks therein and compare these with the DSOW and any estimate the County may have prepared to determine the reasonableness of approach, including the nature and quantity of tasks proposed and the means and methods utilized, and; (b) all other components of the Price Proposal Package.
- (2) The County reserves the right to reject the Contractor's selection of Subcontractors on individual Job Orders. Failure to include the Subcontractor list in the Price Proposal Package submitted on each Job Order shall be cause for rejection of the Price Proposal as non-responsive.
- (3) The County reserves the right to reject a Price Proposal, or any other component of the Price Proposal Package, for any reason. The County also reserves the right not to issue a Job Order if it is determined, in the sole judgment of the County, not to be in the County's best interest. The Contractor shall have no claim to recover any costs arising out of or related to the development of the Price Proposal Package including but not limited to the costs to attend the Joint Scope Meeting, review of the DSOW, all costs associated with preparing a Price Proposal (and any other component of the Price Proposal Package), any Subcontractor costs incurred, and the costs to review the Price Proposal with the County. The County may pursue the performance of such Work by other means.
- (4) By submitting a signed Price Proposal to the County, the Contractor agrees to accomplish the Work set forth in the DSOW in accordance with the Request for Price Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to delivering it to the County.
- (5) Each Job Order provided to the Contractor shall reference the DSOW and set forth the price to be paid (Job Order Amount) and the Job Order Completion Time. All clauses of the JOC shall be applicable to each Job Order. Each Job Order shall be accepted by the Contractor and approved by the County. A signed copy of the Job Order will be provided to the Contractor. Each Job Order shall include, as a minimum, the following information:

- a. Master Agreement Number
  - b. Job Order Number
  - c. Project Location
  - d. Brief Project Description
  - e. Referenced Detailed Scope of Work and RFPP
  - f. Supplemental Technical Specifications (if applicable)
  - g. Job Order Completion Time
  - h. Acceptance Signature Block for the Contractor
  - i. Approval Block for the County's Authorized Representative
  - j. Notice to Proceed (NTP) Date
- F. In the event that an emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin Work as directed, notwithstanding the absence of a fully developed Request for Price Proposal, DSOW, or Job Order. The Contractor shall be compensated in accordance with the Construction Task Catalog and Non-Prepriced Tasks as if the Work had been ordered under the standard ordering procedure.
- G. Each Job Order issued under the JOC is subject to the terms and conditions of the JOC.
- H. Any Job Order may require the performance of Work at multiple Sites.
- I. Unless otherwise authorized in writing by the County, the Contractor shall make no change which will increase either the Job Order Completion Time or the Job Order Amount.

#### 6.10 Existing Conditions

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

#### 6.11 Measurements and Dimensions

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

## 6.12 Commencement and Prosecution of the Work

### A. Timing

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

### B. Supervision/Superintendent

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

### C. Project/Contract Meetings

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

## 6.13 Progress Schedules/Job Order Completion Time

- A. To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit with each Price Proposal a Progress Schedule, in bar chart or critical path method form, showing:

- (1) The anticipated time of commencement and completion of each of the critical operations/subdivisions of the Work to be performed under the Job Order;

- (2) The sequence and interrelationship of each of these operations/subdivisions with the others and with those of other related Job Orders (if any); and,
  - (3) The estimated time required for fabrication or delivery, or both, of critical materials and equipment required for the Work.
- B. Progress Schedules will be negotiated separately for each Job Order. The Contractor's proposed Progress Schedule shall be revised as necessary and as directed by the County, until finally approved by the County, and after such approval, shall be strictly adhered to by the Contractor.
- C. Each Job Order issued shall contain a Notice to Proceed Date (NTP) and a Job Order Completion Time stated in calendar days. The Applicability of Liquidated Damages will be determined on a Job Order by Job Order basis and be communicated on the Request for Price Proposal (RFPP) and the applicability stated on the Job Order. The amount of Liquidated Damages, if applicable, shall be per the schedule contained in Section 6.17 herein. The Job Order Completion Time shall include Work to be performed by others under subcontract and provide ample time for anticipated inspections.
- D. If the Contractor fails to adhere to the approved Progress Schedule, he must promptly adopt such other or additional means and methods of construction as will make up the time lost and will assure Final Completion in accordance with such Progress Schedule.
- E. If the Job Order Completion Time is determined to be so short that a Progress Schedule is not necessary or useful (as solely determined by the County) the requirement to submit a Progress Schedule with the Price Proposal Package may be waived in its entirety. However, the Contractor will communicate a proposed Job Order Completion Time (in calendar days) with the submission of the Price Proposal Package.

6.14 Date for Completion

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

6.15 Determining Date of Final Completion

- A. Final inspection of the Work by the County shall be made within five (5) days after receipt of the Contractor's written request. The Work will be deemed finally complete as of the date of such inspection if, upon such inspection, the County determines that the Contractor has achieved Final Completion of the Job Order.

- B. However, if such inspection, in the sole opinion of the County, reveals items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection.

6.16 Delays

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

6.17 Liquidated Damages

- A. The applicability of Liquidated damages shall be determined on a Job Order by Job Order basis, at the sole discretion of the County, and at the time the Request for Price Proposal is issued by the County.
- B. If Liquidated Damages are deemed to apply to a specific Job Order, the amount of Liquidated Damages per Day shall be on the basis of the following schedule:

SCHEDULE FOR LIQUIDATED DAMAGES

<u>Job Order Amount</u>	<u>Amount Per Calendar Day</u>
\$1.00 to \$25,000	\$100.00
\$25,001 to \$100,000	\$150.00
\$100,001 to \$500,000	\$250.00
\$500,001 or more	\$500.00

- C. The applicability of the Liquidated Damages will be discussed with the Contractor at the Joint Scope Meeting and, if applicable, will be set forth thereafter in the Request for Price Proposal and in the Job Order. In the event the Contractor fails to complete the Work within the Job Order Completion Time, or if the Contractor, in the sole judgment of the County, has abandoned the Work, the Contractor must pay to the County the sum fixed in the table immediately above for each and every calendar Day that the time consumed in completing the Work exceeds the Job Order Completion Time, therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the County will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the Liquidated Damages that the County will suffer by reason of such delay, and not as penalty.

- D. Liquidated Damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the County's right to indemnification under Section 6.23, or the Contractor's obligation to indemnify the County, or to any other remedy provided for by the JOC or by law.
- E. The County will deduct and retain out of the monies which may become due hereunder, the amount of any such Liquidated Damages; and in case the amount which may become due hereunder shall be less than the amount of Liquidated Damages suffered by the County, the Contractor shall be liable to pay the difference upon demand by the County.

**6.18 Time Extensions for Weather**

- A. The Job Order Completion Time applicable to each Job Order will not be extended due to inclement weather conditions that are normal to the general locality of Work Site. The Job Order Completion Time applicable to each Job Order includes an allowance for workdays (based on a five (5) day workweek) which, according to torical data, may not be suitable for construction work.
- B. The following is the schedule of monthly anticipated normal inclement weather workdays for the Project location (applicable to each and every Job Order) and will constitute the base line for monthly weather time extension evaluations.

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

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

Contractor and County stipulate and agree that for delays due to weather the Contractor's sole relief is a time extension granted in accordance with this Section 6.18 Time Extensions for Weather.

#### 6.19 Changes in the Work

##### A. County's Right to Make Changes

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

##### B. Cost to the County for Changes

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

#### 6.20 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

#### 6.21 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the JOC or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any JOC renewal.

## 6.22 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the JOC.
- B. The Contractor shall, during the continuance of all work under the JOC provide, and require that its Subcontractors provide, the following:
1. Maintain Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  2. The Contractor agrees to maintain Comprehensive General Liability insurance to protect the Contractor, its Subcontractors, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  3. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
  4. **Builder's Risk Policy:**  
The Contractor shall provide Builder's Risk and Fire and Extended Coverage insurance to protect the County and Contractor and Subcontractors. Such insurable value shall reflect any increases to the contract amount through Change Orders. Policy to be in Builder's Risk Completed Value forms, including the following:

- a. Policies shall be written to include the names of contractors and County and the words "as their interest may appear";
  - b. All insurance shall be in effect on or before the date when construction work is to commence; and
  - c. All insurance shall be maintained in full force and effect until the final acceptance of the project by the County.
5. The Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents. This insurance shall include the interests of the County, the Contractor and Subcontractors.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:	
Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:	
Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Fire Damage Legal Liability:	\$100,000

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

3. Automobile Liability:	
Combined Single Limit:	\$1,000,000
4. Builders' Risk:	100% of Value*

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

5. Boiler & Machinery: (If applicable)	\$1,000,000
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- D. The following provisions shall be agreed to by the Contractor:
- 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate

will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

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

- a. Agree to provide, prior to commencing work under the JOC, certificates of insurance evidencing the above coverage for a period of five (5) years after final payment for the Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or Subcontractor's work under this Agreement, or
  - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 3.
- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
- 4.
- a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Contractor will secure and maintain all insurance certificates of its Subcontractors which shall be made available to the County on demand.
  - c. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or

representative. Any request made under this provision will be deemed confidential and proprietary.

- d. Any certificates provided shall indicate the Contract name and number.
  5. The County, its officers and employees shall be named as an "additional insured" on the Automobile, General Liability policies, and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess."
  6. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities provisions of the JOC.
- E. Contractual and other Liability insurance provided under this Agreement shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors.
  - F. Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
  - G. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
  - H. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this JOC.
  - I. Any loss insured under subparagraph 6.22.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his sub-subcontractors' in similar manner.
  - J. When the County finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall commence with a mutual agreement between the County and Contractor. The insurance company or companies providing the property insurance recognize this contingency and

shall provide evidence of such endorsement prior to commencement of work. This insurance shall not be canceled or lapsed for the unoccupied part of the building on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

- K. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- L. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### 6.23 Hold Harmless Clause

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

#### 6.24 Safety

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

#### 6.25 Material Safety Data Sheet

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

#### 6.26 Responsibilities

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

#### 6.27 Work Standards

All Work performed by the Contractor shall meet the standards set forth by the Technical Specifications and all other applicable regulations, codes (federal, state and local), directives, equipment specifications and manufacturer's instructions and recommendations inclusive of equipment or vehicles, supplies, parts or materials utilized to provide the required Work.

#### 6.28 Incidental Design Services

A. The Detailed Scopes of Work under this Contract may, on occasion, require the Contractor to provide Incidental Design services. Examples of Incidental Design include abbreviated drawings, sketches, calculations, shop drawings, modified or supplemental Technical Specifications, and as-built drawings. Accordingly, the Contractor shall:

- (1) Ensure that any Incidental Designs meet all applicable Local, State and Federal (when applicable) regulations or codes and conform strictly to the guidelines and criteria outlined in the Technical Specifications. In case of uncertainty of detail, procedure or conflict, the Contractor shall request additional instruction from the County. The Contractor is responsible for producing competent, properly coordinated and thorough Incidental Design documents.
- (2) Visit all Sites of proposed Work, making the measurements necessary to delineate the extent, character and type of Work required at the Project Sites.
- (3) The Contractor shall bear all costs for such development of said Incidental Design documents.

#### 6.29 As-Built Drawings, Shop Drawings and Samples

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

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

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

6.31 Permits

- A. It shall be the responsibility of the Contractor(s) to comply with County ordinances by securing the necessary County permits and to be responsible for obtaining any and all other necessary licenses and permits, and for complying with any applicable federal, state, local or municipal laws, codes or regulations in connection with the prosecution of the Work.
- B. The County shall waive any fees involved in securing permits within the County's jurisdiction. Any actual fees paid by the Contractor to any other governmental entity for permitting will be treated as a reimbursable cost for which the County will reimburse the Contractor dollar for dollar (1:1, no markup). The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the CTC for Reimbursable Fees and apply an Adjustment Factor of 1.0000. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.

6.32 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.33 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the

County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

#### 6.34 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 6.35 Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees

for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.36 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.37 Immigration Reform and Control Act of 1986

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

6.38 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.39 Condition of Items

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

6.40 Substitutions

NO substitutions or cancellations permitted after award of the JOC without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution.

Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

6.41 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

6.42 Guarantee

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

6.43 Warranty

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

6.44 Cleaning Up

The Contractor shall at all time keep the premises free from accumulations of waste material or rubbish caused by his employees or Work. At the completion of the Work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his Work "broom-clean" or its equivalent, unless more exactly specified in the Detailed Scope of Work.

6.45 Use of the Premises

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

#### 6.46 Debris Removal

- A. Debris, rubbish, hazardous waste and non-usable material resulting from the Work under the Contract, to which County does not claim a further interest, shall be disposed of off-site by the Contractor.
- (1) Non-hazardous waste - shall be disposed of at the Loudoun County Landfill (wet dirt will be disposed of at a County controlled location adjacent to the Loudoun County Landfill) and all tipping fees shall be waived. The Contractor is responsible for requesting the Loudoun County Landfill tipping fee waiver documentation in advance. The primary waste disposal method to be utilized by the Contractor shall be hauling by truck (see paragraph C. below).
- a. In the event that debris cannot be disposed of at the Loudoun County Landfill, the Contractor shall include in his Price Proposal all appropriate waste disposal line items to cover transportation and disposal of said waste at an alternate landfill.
- b. In the event that Loudoun County Landfill tipping fees cannot be waived, the Contractor shall include in his Price Proposal all appropriate waste disposal line items to cover disposal of said waste.
- (2) Hazardous waste - shall be disposed of in accordance with all applicable local, state and federal laws and regulations and related manifest documentation provided to the County. The Contractor will dispose of said waste at a properly licensed/regulated landfill or disposal facility. The Contractor shall include in his Price Proposal all appropriate hazardous material disposal line items to cover transportation and disposal of said waste.
- B. At no time shall the contractor utilize County dumpsters for debris disposal without prior County approval.
- C. Dumpsters as a means of debris disposal shall only be used by the Contractor with prior written approval of the County. The specific Site location for any dumpster also requires approval by the County prior to placement. If dumpster usage is approved, the Contractor shall include the applicable task from the CTC in its Price Proposal.

#### 6.47 Contract and Subcontractor Identification Badges

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

#### 6.48 Material Storage

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

#### 6.49 Indoor Air Quality

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

#### 6.50 Invoicing and Payment

- A. Contractor shall submit progress payments and invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges, and shall be based on completion of tasks or deliverables for the period of time being billed. A Schedule of Values identifying progress billing may be submitted for approval by the County prior to the commencement of Work if the Price Proposal itself is deemed (in the sole judgment of the County) not sufficient to constitute an acceptable Schedule of values.
- B. Invoices shall be submitted to the "Bill To" address listed on each Job Order (each department/division of the County utilizing this contract may have their own "Bill To" address).
- C. Upon inspection and acceptance of the work, the County will render payment, less retainage, within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.
- D. Individual contractors shall provide their social security numbers, proprietorships and partnerships; and corporations shall provide their Federal employer identification number on the Bid Form.

#### 6.51 Construction Contract Retainages

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

#### 6.52 Payments to Subcontractor

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

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

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

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

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

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

#### 6.53 Construction Contract Performance and Payment Bonds

The following bonds or security shall be delivered to the County and shall become binding on the parties upon the County-Contractor Agreement:

- A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in the amount of \$500,000.
- B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in the amount of \$500,000.

- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- D. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).
- E. If at any time, any surety or sureties become insolvent or are determined by the Owner to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- F. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.

6.54 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

6.55 Assignment of Contract

Neither the Contract nor any Job Orders under the Contract may be assigned in whole or in part without the prior written consent and approval of the Purchasing Agent.

6.56 County's Right to Carry Out Work

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written Notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, rectify such deficiencies as outlined in Section 6.58 County's Right to Perform Work and to Award Separate Contracts. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any Architect/Engineer ("A/E") additional services

made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

- B. Neither the County nor the A/E nor their officers, agents, assigns or employees are in any way liable or accountable to the Contractor or its surety for the method by which work performed by the County, or at the County's direction, or any portion thereof, is accomplished or for price paid therefor. Notwithstanding the County's right to carry out a portion of the Work, maintenance and protection of the Work remains the Contractor's and Surety's responsibility as provided for in the Performance Bond and Guarantee of Contractor.

#### 6.57 County's Right to Perform and Award Separate Contracts

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

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

#### 6.58 Termination

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

##### A. Termination for Convenience

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

B. Termination for Cause

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

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

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

6.59 Claims and Disputes Procedure

- A. No claim shall be made under this Contract until and unless the Contractor has failed to obtain a Change Order pursuant to the previous sections of this Article. The Contractor shall give the County written Notice of its intent to file a claim within ten (10) calendar days of the occurrence giving rise to the claim, or at the beginning of the work upon which the claim is to be based, or after rejection of its Proposed Change Order, whichever is earlier.
- B. No claim shall be allowed and no amounts paid for any and all costs incurred if Notice of Intent to file a claim is not given to the County as herein provided.
- C. The complete written claim, with all supporting documentation, shall be submitted to the Purchasing Agent no later than sixty (60) days after the final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his or her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.
- D. The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.
- E. No litigation shall be instituted prior to the exhaustion of the aforesaid claims process. The Contractor may not introduce factual matters in such litigation that were not set forth in the aforesaid claims process. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.60 Severability

In the event that any provision of the Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.61 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.62 Computer & Communications Equipment Requirements

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

6.63 Conflict within the Construction Documents

- A. In the event of conflicting provisions within the Contract Documents, the following order of precedence shall apply for resolution of the conflict:
- (1) The County-Contractor Agreement (as executed)
  - (2) The Contract Terms and Conditions as contained herein

- (3) The Detailed Scope (and all references therein) of Work applicable to each Job Order.
- (4) The remaining components of the IFB (including all attachments) in the order they are listed in Section 6.2.

#### 6.64 Water

- A. The Contractor may on occasion need water to perform the work.
  - (1) In the event the Work is performed in an area served by a public water system (i.e., the Loudoun County Sanitation Authority) the Contractor will arrange for the water usage to be metered and the County will reimburse the Contractor. The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the CTC for Reimbursable Fees and apply an Adjustment Factor of 1.0000.
  - (2) In the event the Work is performed in an area not served by a public water system, the Contractor shall furnish the water and any related hauling and use the appropriate line items from the CTC in its Price Proposal

#### 6.65 Ingress/Egress, Staging and Site Restoration

- A. Ingress and egress shall be limited to designated easements of record and/or through written agreements with individual property owners. The County will direct this process and access details will be included in the Detailed Scope of Work associated with each specific Job Order.
- B. The parking and/or staging of Contractor vehicles, equipment, materials, etc., shall be limited to:
  - (1) Designated easements of record
  - (2) Areas secured through written agreements with property owners
  - (3) Designated parking areas subject to the laws of the City, County and the Commonwealth, as applicable.
- C. The Contractor is expected to display the utmost respect for the citizens of the County and their property during performance of the Work. All properties affected by the Work shall be restored, as nearly as possible, to their original condition unless directed otherwise by the County.

#### 6.66 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.67 Authority to Transact Business in Virginia:

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.68 Criminal Background Checks

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

6.69 County's Right to Stop Work

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

6.70 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

**TO COUNTY:**

County of Loudoun, Virginia  
Department of General Services  
Attn: Tom Trask  
803 Sycolin Road, MSC #48

6.71 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

## 7.0 INSTRUCTIONS TO BIDDERS

7.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date identified on the cover of this IFB. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.
- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

#### 7.1 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received **by 5:00 p.m., Friday, August 3, 2012**. It is the responsibility of all bidders to ensure that they have received all addendums and to include signed copies with their bids. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

#### 7.3 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

#### 7.4 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

#### 7.5 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

7.6 Withdrawal of Construction Contract Bid Due to Error

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

7.7 Incidental and Consequential Damages

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

7.8 Late Bids

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

7.9 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.10 Prohibition as Subcontractors under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any Subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.11 Vendor/Contractor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services and construction shall give preference to goods, services and construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

7.12 Antitrust Violations

Consistent and continued tie bidding could cause rejection of bids by the Division of Procurement and/or investigation for Antitrust violations.

### 7.13 Basis for Award

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

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

### 7.14 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidders to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidders may include both modifications of the bid price and the specifications/scope of Work to be performed.

### 7.15 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

### 7.16 Protest

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

### 7.17 Construction Contract Bid Security

Bid security is required for this Contract. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least \$25,000. When the Invitation for Bid requires security, non-compliance requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner with the security requirements.

### 7.18 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on

certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

7.19 Debarment

By submitting a bid, the bidder is certifying that he is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.20 Proof of Authority to Transact Business in Virginia

A bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Any bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by County Administrator.

7.21 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.

7.22 Acknowledgement of Contract

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

7.23 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.24 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

7.25 Unit Price (Adjustment Factors)

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



Loudoun County, Virginia

Department of Management and Financial Services  
Division of Procurement  
1 Harrison Street, 4th Floor  
Leesburg, Virginia 20175

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

**Miscellaneous Bid Information Form**  
**For**  
**IFB QQ-01735 Job Order Contract for General Construction**

(Insert Company Name Above)

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

ITEM:	INCLUDED: (X)
1. W-9 Form (7.23):	_____
2. Certificate of Insurance (7.24):	_____
3. Addenda, if any (Informality) (7.9):	_____
4. Rider Clause completed and signed (7.21)	_____

B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bids (7.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____net 30 or ___other
3. Proof of Authority to Transact Business in Virginia Form (Page 56):	_____
4. Bid Bond (7.17):	_____
5. The Bid Form (completed and signed, Pages 53, 54 & 55)	_____
6. Minimum Qualifications to include (Section 5.0):	
a. References (5.1 & Pages 57 & 58)	_____
b. Self Performance Explanation/Approach (5.2 & Pages 59 & 60)	_____
c. Location of Contractor's full service office within forty (40) miles of the Loudoun County Government Center (5.3)	_____
(1) Distance in Miles:	_____

(2) Address: \_\_\_\_\_

d. Virginia Contractor Class A license, attach copy (5.4): \_\_\_\_\_

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name of person authorized to bind the Firm (7.5): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Bid Form

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

### Job Order Contract (JOC) For General Construction

In strict accordance with the Contract Documents for the consideration of the amounts listed on the attached Schedule of Prices. The undersigned further agrees that, upon written acceptance of this Bid, mailed or otherwise furnished within ninety (90) calendar days after the date of receipt of Bids, he will, within ten (10) calendar days after notification of award, execute the County-Contractor Agreement and furnish performance and payment bonds in a form satisfactory to the County with good and sufficient surety or sureties and deliver certificate(s) of insurance in full compliance with the Contract Documents.

### SCHEDULE OF PRICES

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

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

		.				
--	--	---	--	--	--	--

(Specify to four decimal places)

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

		.				
--	--	---	--	--	--	--

(Specify to four decimal places)

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

	.				
--	---	--	--	--	--

(Specify to four decimal places)

*EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates.*

1	.	1	9	9	8
---	---	---	---	---	---

Or

0	.	9	9	9	9
---	---	---	---	---	---

*Note To Bidder: The Adjustment Factors provided for performing Work during Other Than Normal Working Hours must be greater than the Adjustment Factors provided for performing Work during Normal Working Hours for the equivalent sized Job Orders and the Non Pre-priced Adjustment Factor **must** be higher than 1.0500 but **not** higher than 1.2500.*

Transfer below the competitively bid Adjustment Factors that you wrote in and complete the calculation for the Award Criteria Figure.

### AWARD CRITERIA FIGURE

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

Line 1.	Normal Working Hours Adjustment Factor (A above).	_____ (1)
Line 2.	Multiply Line 1 by .70	_____ (2)
Line 3.	Other than Normal Working Hours Adjustment Factor (B above).	_____ (3)
Line 4.	Multiply Line 3 by .20	_____ (4)
Line 5.	Non-Prepriced Adjustment Factor (C above).	_____ (5)
Line 6.	Multiply Line 5 by .10	_____ (6)
Line 7.	Summation of lines 2, 4, and 6 above.	_____ (7)
		<b>(Award Criteria Figure)</b>

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

	.				
--	---	--	--	--	--

Award Criteria Figure in Numbers

\_\_\_\_\_

Award Criteria Figure in Words

Instructions to Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

*Note to Bidder: the weights in lines 2, 4, and 6, above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purposes of determining the lowest bidder; when submitting Price Proposals related to Specific Job Orders, the bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in A, B, or C in the Schedule of Prices above.*

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

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

Addendum Number\_\_\_\_\_, \_\_\_\_\_ pages, dated\_\_\_\_\_

Addendum Number\_\_\_\_\_, \_\_\_\_\_ pages, dated\_\_\_\_\_

Addendum Number\_\_\_\_\_, \_\_\_\_\_ pages, dated\_\_\_\_\_

Addendum Number\_\_\_\_\_, \_\_\_\_\_ pages, dated\_\_\_\_\_

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

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_



## Loudoun County, Virginia

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

## Reference Form

Project References for \_\_\_\_\_

(Insert Company Name Above)

Bidders shall provide references on this form.

1. Client Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed

\_\_\_\_\_

\_\_\_\_\_

2. Client Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed

\_\_\_\_\_

\_\_\_\_\_

3. Client Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed

\_\_\_\_\_

\_\_\_\_\_

4. Client Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed

\_\_\_\_\_

\_\_\_\_\_

5. Client Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed

\_\_\_\_\_

\_\_\_\_\_

## **Self Performance Explanation/Approach**

---

(Insert Company Name Above)

In the space provided below, explain how you will comply with the requirement to self-perform twenty-five percent (25%) of the value of the Work. For example: list the trades that you typically self perform; provide information on full-time employees by trade/craft/category that you anticipate utilizing in the performance of the Work; provide examples of equipment you own or lease that employees operate; etc. *Please limit your explanation/approach to the two (2) page space provided*

Self Performance Explanation/Approach (Continued)

**RIDER CLAUSE**

**Use of Contract by Members of the  
Northern Virginia Cooperative Purchasing Council and  
The Metropolitan Washington Council of Government  
(Insert Company Name Above)**

Invitation For Bid QQ-01735 - Job Order Contract for General Construction. This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final Contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the Contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the Contract is voluntary, also. Any jurisdiction obligated to participate in the Contract is indicated in the body of the solicitation and Contract.

The member jurisdiction(s) which awards the Contract as a result of this solicitation is responsible for the award, etc., of its portion of the Contract only. Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the Contract to any member will neither disqualify a bidder nor adversely affect the award of the Contract.

It is the awarded vendor's responsibility to notify the jurisdictions shown below of the availability of the Contract(s).

It is understood that the vendor will utilize proprietary licensed documents and software during the performance of the work that is provided by a Consultant, the Gordian Group, Inc., by means of a consulting contract with Loudoun County. Any member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments utilizing the vendor by riding the Contract shall be liable to the Gordian Group, Inc. for their document and software licensing fee.

**BIDDER'S AUTHORIZATION FOR PARTICIPATION:**

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		City of Alexandria, VA			Loudoun County Sanitation Authority
		Alexandria Public Schools			City of Manassas, VA
		Alexandria Sanitation Authority			City of Manassas Park, VA
		Arlington County, VA			Maryland - National Capital Park & Planning Commission
		Arlington County Public Schools Planning			Metropolitan Washington Airports Authority
		City of Bowie, MD			City of Manassas Public Schools, VA
		City of College Park, MD			Metropolitan Washington Council of Government
		City of Bowie, MD			Montgomery College
		Charles County Public Schools			Montgomery County, MD
		Culpeper County, Virginia			Montgomery County Public Schools
		District of Columbia			Northern Virginia Community College
		District of Columbia Public Schools			Northern Virginia Planning District Commission
		District of Columbia Water & Sewer Authority			Prince George's County, MD
		City of Fairfax, VA			Prince George's County Public Schools
		Fairfax County, VA			Prince William County, VA
		Fairfax County Public Schools			Prince William County Public Schools
		Fairfax County Water Authority			Prince William County Service Authority
		City of Falls Church, VA			City of Rockville, MD
		Fauquier County, VA			Spotsylvania County Schools
		Fauquier County Schools			Stafford County, VA
		City of Frederick, MD			Stafford County Public Schools
		Frederick County, MD			City of Takoma Park, MD
		Frederick County Public Schools			George Mason University
		City of Gaithersburg, MD			Upper Occoquan Sewage Authority
		City of Greenbelt, MD			Town of Vienna, VA
		Town of Herndon, VA			Washington Metropolitan Area Transit Authority
		Town of Leesburg			Washington Suburban Sanitary Commission
		Loudoun County Public Schools			Winchester Public School

BIDDER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

This form must be completed and returned with proposal.

**HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?**

QQ-01735

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/> Dodge Reports	
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

QQ-01735

Date of Service: \_\_\_\_\_

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent  Good  Average  Fair  Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Thank you for your response!  
 We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
 PO Box 7000 • Leesburg, VA 20177**

**OWNER - CONTRACTOR AGREEMENT**

THIS AGREEMENT for a Job Order Contract (JOC or Contract) for General Construction, executed in three (3) originals, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, is by and between the **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "Owner"), and \_\_\_\_\_ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the Owner and Contractor.

**Article 1**

**CONTRACT DOCUMENTS**

- 1.1 This Agreement and the Contract Documents as specified below, in their entirety, comprise the JOC, and all are as fully a part hereof as if attached to this Agreement or repeated herein.
- 1.2 The Contract Documents consist of:
  - A. This Agreement
  - B. The County's Invitation for Bid (IFB) No. QQ-01735 (which includes the Contract Terms and Conditions), including any Addenda
  - C. IFB Attachment 1- The Construction Task Catalog (CTC)
  - D. IFB Attachment 2- The Technical Specifications
  - E. The Contractor's bid submission (all parts)
  - F. Notice of Award
  - G. Performance and Labor and Material Payment Bonds and Insurance Certificates provided
  - H. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work (including and referenced supplemental Specifications and/or drawings) issued under the Contract
  - I. The Contractor's Price Proposals submitted under the Contract
  - J. Written Modifications to the Agreement, signed by both parties, issued after the Agreement has been executed

The order of precedence should a discrepancy amongst the Contract Documents arise is as provided in the JOC at Section 6.62 and 6.2.

## **Article 2**

### **STATEMENT OF WORK**

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

## **Article 3**

### **CONTRACTOR**

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

## **Article 4**

### **TIME OF COMMENCEMENT AND COMPLETION**

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

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

## **Article 5**

### **CONTRACT SUM**

- 5.1 Contractor acknowledges the Contract is an indefinite-quantity contract for the improvement, alteration, repair and construction of infrastructure, structures or other real property with a Minimum Contract Value of \$25,000.
- 5.2 The Maximum Contract Term Value that the County may order in any one (1) Contract Term (Base Term or any respective Option Term) is \$2,500,000.
- 5.3 The Maximum Contract Total Value under this Agreement is \$7,500,000, unless the County and the Contractor execute a change to this Agreement, approved by the Board of Supervisors that states otherwise.
- 5.4 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by modification or as otherwise provided in the Contract Documents, the County agrees to pay, and the Contractor agrees to accept as full payment, the Job Order Amount stated on each Job Order issued under the Contract in consideration of the due fulfillment of the conditions of the Contract.

## **Article 6**

### **PROGRESS PAYMENTS**

- 6.1 The Contractor hereby agrees that on or about the last day of every month during the performance of the Work the Contractor will deliver to the County an application for Payment for the Work for the preceding thirty (30) days in accordance with the provisions of the Contract Terms and Conditions. Each Job Order will be invoiced separately by the Contractor. This date may be changed upon mutual agreement, stated in writing, between the County and Contractor. Payment under this Contract shall be made as provided in the Contract Terms and Conditions.

**Article 7**  
**IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

**Article 8**  
**OTHER REQUIREMENTS**

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

**Article 9**  
**ENTIRE AGREEMENT AND SEVERABILITY**

- 9.1 The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a written modification signed by the parties hereto. Nothing contained in the Contract Documents shall create any contractual relationship between the County, or any agent, consultant, or independent contractor employed by the County and any Subcontractor, Sub-subcontractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 9.2 In the event that any provision of the Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

[Signatures on the following page]

Witness the following signatures:

**COUNTY OF LOUDOUN, VIRGINIA**

**CONTRACTOR**

Division of Procurement  
1 Harrison Street, S.E.  
MSC #41C  
Leesburg, Virginia 20175

Phone: (703) 777-0394  
Fax: (703) 771-5097

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name Christopher Bresley

Name \_\_\_\_\_

Title Contracting Officer

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM BY THE  
LOUDOUN COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Tamara F. Dunlap  
Assistant County Attorney