



Notice of Addendum No.1

Date of Addendum No.1: March 6, 2023

Arlington Public Schools
Procurement Office

Invitation to Bid 85FY23

Invitation to Bid Title: The Heights Building Phase 2 - Garage Addition, Field, and Accessibility Site Work

Invitation to Bid Number: 85FY23

Invitation to Bid Issue Date: January 31, 2023

Pre-Bid Conference: February 9, 2023, at 10:00 A.M

Bid Closing Date/Time: ~~March 13~~ **April 11, 2023, No Later Than 11:59 P.M. (DST Local Prevailing Time)**

Bid Opening Date/Time: ~~March 14~~ **April 12, 2023, at 10:00 A.M. (DST Local Prevailing Time)**

Procurement Office Representative: Brandon Christian, VCA
Senior Procurement Specialist
(703) 228-7649
brandon.christian@apsva.us

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- A. **Modifications to the ITB:** Addendum No.1 to ITB 85FY23 extends the Bid Closing Date/Time and Bid Opening Date/Time and updates sections Invitation, Instructions to Bidders, Bid Form, and Agreement. and modifications are provided with the execution of Addendum No.1. Edits to the ITB sections Invitation, Instructions to Bidders, Bid Form, and Agreement, are adopted through highlights in **Red for additions** and **Black (strikethrough) for deletions** and revised versions of these sections are provided with the execution of Addendum No.1.

- B. **Responses to Bidder Questions:** The following information is provided to help Bidders submit a Bid in response to ITB 57FY23. Any updates to Drawings and Specifications for this Project will be available electronically as PDF file format by the Owner’s Representative (Architect), VMDO Architects. To access updated Drawings and Specifications, please contact Owner’s Representative (Architect), Teresa HammModley via email at hammmodley@vmdo-dc.com.

No.	Contract Document Reference	Bidders Questions	APS Response
1	G200	Please confirm that metered parking on N. Quinn St. can be temporarily removed for purposes of a construction trailer and entrance.	Confirmed. County has agreed to bag their existing to remain meter during construction and contractor staging area provides this area to the Contractor as shown on G200, C901, and C902. The construction entrance is on 18th street.
2	A030	Please clarify what is meant by Keynote D-15 as it is not shown on the Legend.	Please see update on A030 showing demo note 15 in the Demolition Keynotes Legend.
3	A403	Detail 2/A403 shows a drop-down concrete structure with a manhole to the left. Please clarify the location of the detail on the drawings. Structural detail 2/S301 and 1/A403 show different cuts.	Drawing 1/A112 shows the location of section 2/A403. Drawings 1/S-113 and 1/S-121 provide additional information in this area.
4	10 1419 Dimensional Letter Signage and 2/A302	Detail 2/A302 represents 3 different font heights, and the specification calls for all 8" letters. Please clarify and also provide a mounting a detail.	See updated 2/A302 with dimensional letter heights provided. See added detail 3/A302 providing mounting information. See updated specification regarding letter heights.
5	G200	Given the amount of concrete trucks anticipated, is it possible to utilize the N Quinn parking lane from the handicap spaces to the corner of 18th street during construction?	Confirmed. County has agreed to permit use of the parking lane similarly as shown on sheet C903. A revised sheet C903 will be provided in future addendum.
6	01 5000 Temp Facilities	Do you have an agreement in place with the local electrical provider for a GC to have a temporary power service?	APS is applying for a temporary electric service for electric power needs for construction purposes. Until this is set up and in use, APS has added a \$125K allowance for generator power. See updated language 01 5000 and 01 2100 below in the Clarifications section of this Addendum.

C. Clarifications:

No.	Contract Document Reference	Revised Drawing or Specification Attachment Issued Yes/No	Revisions Narrative
1	01 2100 ALLOWANCES	NO	<p>3.4.B.4. Temporary Power Allowance: Owner will apply to obtain a temporary electrical service over and above the load limit that is currently available from the Owner’s existing system. Owner will pay for the permit from the AHJ and the initial set up cost from the utility service provider. Contractor may need to provide the use of a generator, including rental and fuel, until such time that the temporary service is installed by Dominion Energy. Contractor shall include \$125,000 in their Base Bid for this Allowance.</p>
2	01 5000 TEMPORARY FACILITIES AND CONTROLS	NO	<p>1.2 C. Electric Power Service: 2. Electric Power Service from Existing System: Electric power from the Owner’s existing system is available for use without metering and without payment of use charges, up to the load limit stated in the electrical drawings. Provide connections and extensions as required for construction operations. Owner will apply for a temporary electric service for electric power needs for construction purposes beyond the Owner’s load limit and pay the monthly usage fees.</p> <p>3. Electric Power Service from Dominion Power and AHJ Permitting: All electric power needs for construction purposes beyond the Owner’s load limit shall be the Contractor’s sole responsibility and cost. Owner will apply for a temporary electric service for electric power needs for construction purposes beyond the Owner’s load limit and pay the monthly usage fees. Contractor will be responsible to coordinate the hook-up with Dominion Energy at the site. All distribution from the Demarc location determined by Dominion Energy is the contractor’s responsibility.</p> <p>4. Generator Power – Any use of a generator for power required prior to the installation of the temporary service by Dominion Energy will be procured and coordinated by the contractor. An allowance has been included for these costs, see specification section 01 2100, paragraph 3.4.</p>
3	10 1419 Dimensional Letter Signage	YES	Revised character height and thickness in section 2.1 DIMENSIONAL CHARACTERS.

4	A002	YES	Note has been added to F4 floor type: Turf and Shock pad comply with ASTM D2859. See G402 for product testing information.
5	A030	YES	Please see updated on A030 showing demo note 15 in the Demolition Keynotes Legend.
6	A100	YES	<p>Parking type legend has been updated to show 50 Class 2 bike parking spaces.</p> <ul style="list-style-type: none"> · The compact parking type has been removed from the parking type legend. All standard parking spaces have been labeled with an S for clarity. · Dimensions added to Van parking spaces to show compliance with Ansi 117.1 502 Exception, "where the adjacent access aisle is 96 inches in width, van parking spaces shall be 96 inches minimum in width." · Added and redistributed athletic light pole & base per APS/Arlington County negotiations on reducing light spill on 18 th St.
7	A101	YES	<ul style="list-style-type: none"> · Parking type legend has bene updated to show 50 Class 2 bike parking spaces. · The compact parking type has been removed from the parking type legend. All standard parking spaces have been labeled with an S for clarity. · Dimensions have been added to ADA Van parking. · Dimension added to A002 pull side to demonstrate that the min 1'6" has been met.
8	A102	YES	The compact parking type has been removed from the parking type legend. All standard parking spaces have been labeled with an S for clarity.
9	A111	YES	Added and redistributed athletic light pole & base per APS/Arlington County negotiations on reducing light spill on 18th St.
10	A112	YES	Added and redistributed athletic light pole & base per APS/Arlington County negotiations on reducing light spill on 18th St.
11	A300	YES	Added and redistributed athletic light pole & base per APS/Arlington County negotiations on reducing light spill on 18th St.
12	A301	YES	<ul style="list-style-type: none"> · Axon views 4 and 5 added to illustrate the clear open area above the low garage roof used as part of the natural ventilation of the garage. · Added and redistributed athletic light pole & base per APS/Arlington County negotiations on reducing light spill on 18th St.

13	A302	YES	See updated 2/A302 with dimensional letter heights provided. See added detail 3/A302 providing mounting information.
14	A406	YES	· On detail 2, CLEAR added to dimension 9'9" for clarity. · On detail 3, Open to Above added for clarity.
15	A800	YES	· Language in notes modified to say panic hardware in lieu of egress hardware per permit review comments. · Language added to sheet: All Hardware is free egressing, no mag locks on the project.
16	C500	YES	Note #8 was added to C-500: Sewer Service to Temporary Fire Station to be capped (plugged) from inside manhole 13671 (i.e. – no excavation/LOD in roadway). Reconstruct manhole channel. Abandoned line to be flowable filled.
17	E001	YES	Symbols list on sheet E-001 updated to include shaded luminaire symbols with description regarding emergency circuits.
18	E101	YES	Relocated two card readers to correct side of door.
19	E112	YES	· Added egress path decision point. · Added sheet keynote 6. "FOR REFERENCE ONLY, EGRESS PATH DECISION POINT FOR TWO DIRECTIONS OF TRAVEL. REFER TO LIFE SAFETY PLANS FOR FORMAL PATH." · Added double faced exit sign with directional arrows.
20	E201	YES	Updated location, direction and quantity of exit signs.
21	E202	YES	· Added two double faced exit signs. · Removed directional arrows from two double faced exit signs.
22	E211	YES	· Added exit sign to railing at column line E-1.5. · Relocated (1) sports lighting poles. · Added (1) sports lighting pole. · Relocated exit sign to point left of new sports lighting pole. · Changed pole numbers and circuit numbers to reflect the addition of new sports lighting pole.
23	E212	YES	· Relocated type 'G' lighting fixture to match architect locations. · Relocated (1) sports lighting pole. · Changed pole numbers and circuit numbers to reflect the addition of new sports lighting pole. · Added controller for new sports lighting pole in DPR Storage.
24	E601	YES	Revised panel 'GNL2' to reflect the addition of new sports lighting pole.
25	E702	YES	Added "INTERFACE ENGINEERING, INC." to 2018 VECC Mandatory Provision Checklist v1

26	FP101	YES	Added note to clarify installation of Dry Sidewall Sprinkler for sidewalks beyond garage.
27	FP103	YES	Added note to clarify installation of Dry Pipe Valve in tempered space.
28	G001	YES	Drawing list updated to include sheets G400, G401, G402
29	G100	YES	The turf field has been updated to be classified as A-5.
30	G101	YES	The common path of travel to a decision point from the coiling grille in the garage has been added to show that the distance is less than 100'.
31	G200	YES	An Exterior Area of Assistance has been added to detail 6/G200 for the period of construction between Phase II and Phase III per 1009.7. On detail 5, the min clearance for the barrier height has been updated to be 8'0".
32	G400	YES	Code Modification approval sheet added.
33	G401	YES	Code Modification approval and documentation sheet added.
34	G402	YES	Product testing for turf and base layer added to demonstrate compliance with ASTM D2859.
35	G403	YES	Product testing
36	L101	YES	Added and redistributed athletic light pole & base per APS/Arlington County negotiations on reducing light spill on 18th St.
37	L102	YES	Added and redistributed athletic light pole & base per APS/Arlington County negotiations on reducing light spill on 18th St.
38	L103	YES	Added and redistributed athletic light pole & base per APS/Arlington County negotiations on reducing light spill on 18th St.



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Invitation

Arlington Public Schools
Procurement Office

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Procurement Office Representative: Brandon Christian, VCA
Senior Procurement Specialist
Office: (703) 228-7649
Email: brandon.christian@apsva.us

This is Arlington County School Board's, operating as Arlington Public Schools ("APS" or "Owner"), Invitation to Bid Number 85FY23 ("ITB") for The Heights Building Phase 2 - Garage Addition, Field, and Accessibility Site Work, located at 1601 Wilson Blvd., Arlington, VA 22209, (the "Project"). Sealed Bids in response to the ITB shall be solely received *electronically*, through a secure cloud-based file sharing platform as described and explained in this ITB ("Platform"). Bids **shall not** be received at the Syphax Education Center by mail, express mail, in person, or by courier.

Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements found in the Instruction to Bidders into the Platform through the link found on the Current Solicitations webpage, which can be located by accessing the APS Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for ITB 85FY23 of the Current Solicitations table is a link for Bidders to submit their Bids. (“Link to submit Bid – ITB 85FY23”). To assist Bidders with the submission of their respective Bids, screenshots of the steps required to submit a Bid are attached as Appendix 1 to this ITB.

For a Bid to be considered for award of a Contract, the Bid must be received in the Platform by no later than 11:59 P.M. on ~~Monday, March 13~~ **Tuesday, April 11, 2023** (“Bid Closing”). Bidders are strongly encouraged to submit their Bids in advance of Bid Closing to allow sufficient time for the Bids to be uploaded into the Platform before the Bid Closing. The time a Bid is reflected as having been received shall be determined by the time shown under the Activity in the Folder log (“the Log”). If the upload time shown in the Log is after Bid Closing, the Bid will be considered non-responsive and will not be considered for Contract award. **Bids received after the Bid Closing shall not be considered. Confirmation is not provided that a Bid has been received in the Platform. However, Bidders can contact Brandon Christian at: brandon.christian@apsva.us or 703-228-7649 to request confirmation that its Bid has been received.**

Bids **shall not** be opened and announced in the Syphax Education Center but will be done so remotely at 10:00 A.M. on ~~Tuesday, March 14~~ **Wednesday, April 12, 2023** (“Bid Opening”) using Microsoft Teams. Anyone wishing to view the Bid Opening can also find the link to the Microsoft Teams invite under the Due Date column of the Current Solicitations table on the Procurement Office website (“Link to Bid Opening – ITB 85FY23”). Please note, the link requires attendees to use the Microsoft Teams application or the Google Chrome browser in order to view the Bid Opening. The Bid Opening shall commence promptly as scheduled. It is the responsibility of any Bidder signing into Microsoft Teams to complete the sign-in process and be online at the scheduled time for Bid Opening.

For further information, please contact Brandon Christian at brandon.christian@apsva.us or, (703) 228-7649

Link to the Current Solicitations webpage: <https://www.apsva.us/procurement-office/current-solicitations/>

Bid Documents:

Submission of a Bid is acceptance by the Bidder of all requirements of the Contract Documents if the Bidder is awarded the Contract. Terms used in this ITB shall have the same meaning as provided in the Contract Documents. The Contract Documents state the requirements of the Project with detail. Drawings and Specifications for this Project will be available electronically as PDF file format on the Owner’s Representative (Architect), VMDO Architects, FTP site. Login and password information for the FTP site will be emailed to all interested Bidders upon request. Please contact Owner’s Representative (Architect), Teresa Hamm-Modley, at 240-753-3890, or hammodley@vmdo-dc.com

The Bid Documents for this solicitation consist of this Invitation, the Instructions to Bidders, the Scope of Services, all Addenda issued prior to the Bid Closing, and the Bid Form. The Contract Documents are as defined in the form Agreement included with this solicitation. All provisions of the Bid Documents and of the Contract Documents shall apply to this solicitation, and submission of a Bid shall be the Bidder’s confirmation of the acceptance thereof and agreement to comply therewith.

Pre-Bid Conference:

A non-mandatory Pre-Bid conference (“Conference”) will be held at 10:00 A.M. (Local Prevailing Time) on Thursday, February 9, 2023. The Conference is to discuss the Work and answer general questions concerning the Project. Attendance at the Conference is encouraged. Bidders are only able to attend the Conference on site at 1601 Wilson Blvd, Arlington, VA. Bidders must sign in with valid driver license or state issued identification card, at the Main Office located at Door Ten (D10). Attendees are encouraged to arrive fifteen (15) minutes early to permit time for signing in. The Conference will start promptly at 10:00 A.M.

Refer to Section 13, Examination of Site, of the Instructions to Bidders for information on how to arrange additional visits to the Site.

Minutes of the Conference, including but not limited to questions and answers presented at the Conference, will be issued in writing by the Procurement Office as an Information Item and distributed in the same manner as an Addendum, as set forth below.

Bidder's Questions:

All questions regarding this solicitation, other than those submitted at the Conference, must be submitted in writing via email, addressed to Brandon Christian, Procurement Office, Senior Procurement Specialist, at brandon.christian@apsva.us, with copies to Robin Hodges, Facilities and Operations, Senior Project Manager, at robin.hodges@apsva.us and Teresa Hamm-Modley, Owner's Representative (Architect), at hammmodley@vmdo-dc.com. Questions must be received by 5:00 P.M. local time, ~~February 20~~ **March 21**, 2023.

The Procurement Office will issue written answers to all questions timely submitted. The Procurement Office will issue written answers to all questions raised at the Conference as an Information Item. Information Items shall be posted on www.apsva.us ("the APS website") and shall be posted on Virginia's online electronic procurement system ("eVA"). It is the responsibility of each Bidder to access this information.

Modification of the Bid Documents shall be accomplished only by a written Addendum issued by APS. If the answer to a question modifies the Bid Documents, it will be incorporated in and published as an Addendum. No answer to a question as an Information Item shall be deemed to be an Addendum.

Addenda:

The Bid Documents shall be modified only by written Addendum issued by APS.

All Addenda shall be deemed to be a part of the Bid Documents.

All Addenda shall be posted on the APS website and on eVA. It is the responsibility of each Bidder to access this information.

The Bidder shall identify on the Bid Form in the space provided all Addenda received by the Bidder and which are included in the Bid, or the Bidder can include a copy of all Addenda with its Bid. It shall be the responsibility of each Bidder to confirm prior to submission of a Bid that it has received all Addenda. Failure of a Bidder to in fact have done so shall not relieve the Bidder from the requirements of the Bid, including all Addenda issued. Failure to comply with this requirement does not automatically make a Bid non-responsive. By submitting a Bid, the Bidder agrees that it is bound by its Bid and that it will accept any Contract awarded even if it did not obtain all Addenda before submitting a Bid.

Information Items:

All questions received timely, including those at the Conference, shall be addressed by written Information Item.

The Bid Documents shall not be modified by an Information Item.

All Information Items shall be posted on the APS website and shall be posted on eVA. It is the responsibility of each Bidder to access this information.

Submission of Bids:

Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements found in the Instruction to Bidders into the Platform through the link found on the Current Solicitations webpage

under the Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for ITB 85FY23 of the Current Solicitations table is a link for Bidders to submit their Bids. (“Link to submit Bid – ITB 85FY23”). To assist Bidders with their Bid submission, screenshots of the steps required to submit a Bid are attached as Appendix 1 to this ITB.

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Bids submitted by email or facsimile will not be accepted. Bids **shall not** be received at the Syphax Education Center by mail, express mail, in person, or by courier. Bids shall be submitted only through the Platform.

Bid Closing and Opening

The Bid Closing is ~~Monday, March 13~~ **Tuesday, April 11, 2023**, no later than 11:59 P.M. The Bid Opening will be held remotely on ~~Tuesday, March 14~~ **Wednesday, April 12, 2023**, at 10:00 A.M. using Microsoft Teams.

Project Description and Background:

APS is currently seeking Bids for the Project. The Contractor will be responsible for furnishing all tools, equipment, labor, materials, and miscellaneous items needed for a complete turnkey Project.

The Contractor’s responsibilities are described in the Construction Documents and shall generally include but are not limited to the following:

1. Selective demolition site work including but not limited to:
 - Concrete and masonry
 - Synthetic Turf with Musco lighting
 - Partitions, doors, frames, flooring, ceilings
 - Wall mounted accessories and other items noted
 - Storefront
 - Temperature Controls, Electrical, Plumbing Systems
 - Fire alarm device/cabling and Sprinkler
 - Dewatering delegated design
 - Asphalt and striping repairs
 - Driving/Boring Piles and crane operations
2. Modifications to the existing building include new:
 - Tie ins to the fire alarm system and new graphic
 - Tie ins to the sprinkler system
 - Tie ins to the electrical power
 - Tie ins to the HVAC Controls
 - Tie ins to the Security System
 - New entrance
 - Restoration of existing finishes disturbed or damaged by tie ins and adjacent work

Negotiation Procedures in the Event the Apparent Low Bid Exceeds Available Funds:

The Apparent Low Bid and the Apparent Low Bidder shall be the lowest responsive Bid from a responsible and qualified Bidder based upon the Total Bid as set forth in the Bid Form. If the Apparent Low Bid is within

available funds, the Contract, if awarded, will be awarded to the Apparent Low Bidder for the entirety of the Work identified in the Contract Documents for the Total Bid subject to such Modifications which may arise subsequent to Bid Closing.

The funds available for this Project will be announced immediately after Bid Closing and before Bid Opening.

1. If the Apparent Low Bid is not within available funds APS may negotiate with the responsible and qualified Bidder submitting the lowest responsive Total Bid (“Lowest Total Bid Bidder”). These negotiations may include consideration of value engineering, substitution of materials or equipment, and such other modifications of the proposed scope of the Project, Contract Period, or other Project requirements which are consistent with the Project as initially procured and with the public needs Arlington Public Schools has a duty to satisfy. APS also may attempt to obtain additional funding to increase available funds. APS and the Lowest Total Bid Bidder will discuss all such proposed means for achieving a Contract Sum within available funds for a period not to exceed thirty (30) Days from Bid Opening.

2. If APS and the Lowest Total Bid Bidder are unable to reach agreement within such thirty (30) Day period, APS may elect at any time either to reject all Bids and cancel this solicitation, or to terminate discussions with the Lowest Total Bid Bidder and initiate discussions with the responsible and qualified Bidder submitting a responsive Bid with the second lowest Total Bid (“Second Lowest Total Bid Bidder”). These discussions shall be on the same terms and conditions as set forth for the negotiations with the Lowest Total Bid Bidder. If APS elects to negotiate with the Second Lowest Total Bid Bidder and is unable to reach agreement within such thirty (30) Day period, then at any time APS may determine that all Bids shall be rejected and this solicitation shall be cancelled.

Issued By:

Brandon Christian, VCA
Senior Procurement Specialist
Office: (703) 228-7649
Email: brandon.christian@apsva.us

End of Invitation

Instructions to Bidders

1. Meaning of Terms:

All terms used in the Invitation, these Instructions to Bidders, the Bid Form, or any Addenda shall have the meanings established by the Contract Documents.

2. Failure to Comply with Mandatory Requirements:

Mandatory provisions of this ITB are indicated by the inclusion of the words "shall" or "must" to identify the Bidder's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in the Invitation, these Instructions to Bidders, the Bid Form, or any Addenda shall result in rejection of the Bid as non-responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time, or if the requirement is designated in the Bid Documents as a Class 2 Mandatory Requirement for which supplementation after Bid Opening may be permitted.

3. Bidder Registration, Licensing and Certification:

3.1. To be eligible to Bid and to perform any Contract which may be awarded, a Bidder is required to be qualified to do business in Virginia in the name in which the Bid is being submitted, including but not limited to any required filings of applicable fictitious name authorizations.

3.2. To be eligible to Bid and to perform any Contract which may be awarded, a Bidder is required to have in effect all business licenses, Contractor licenses and trade certifications required by federal or state law or regulation, or by Arlington County, Virginia ordinance or regulation to perform the services which are the subject of this solicitation.

3.3. The Bidder shall include its Virginia Class A Contractor's License Number and expiration date, and all classifications or specialty services certifications. All other registrations, licenses or certifications information and documentation shall be provided in compliance with the fillable fields provided in the Bid Form. Each such license, registration or certification shall show on its face that it is current and valid.

3.4. See "Submission of Bids" below for additional requirements regarding Bidder's registration licensing and certification.

3.5. The Bid Form provides for identification of the Bidder's State Corporation Commission Identification Number and for explanation of any reason the Bidder is not required to be authorized to transact business in the Commonwealth of Virginia.

3.6. These registration, licensing and certification requirements are mandatory provisions in the Bid Form and failure to complete these sections properly shall make the Bid non-responsive.

4. Examination of Bid Documents:

Each Bidder shall thoroughly examine the Bid Documents. The Bidder's failure or omission to examine any Bid Document shall not relieve the Bidder from any obligations with respect to its Bid or to any Contract which may result therefrom. Each Bidder shall be responsible for the discovery and resolution by inquiry of any ambiguity, discrepancy, error, omission or conflict in the Bid Documents and Contract Documents which in the exercise of reasonable care a reasonably

competent Contractor in the field of work involved reasonably should have discovered, all of which shall be included in the Bidder's Total Bid

5. Submission of Bids:

- 5.1 Before submitting a Bid, Bidders are encouraged to visit the site of the Work, fully inform themselves as to all existing conditions and limitations, and shall include in the Bid a sum to cover the cost of all items included in the Contract. Bidders shall be fully responsible for having informed themselves as to all existing conditions for the Work. Any condition or circumstance arising after entering into the Contract which upon reasonable inspection reasonably should have been discovered prior to submitting the Bid shall not be the basis of any claim for adjustment of the Contract Sum or the Contract Time.
- 5.2 If the Owner is aware of any particular invention, design, process, product or device specified in the Contract Documents for use in performance of the Work which is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, it is set forth in the Contract Documents. If a Bidder discovers a requirement for any such fee or royalty, the Bidder shall make this requirement known to the Owner in order that an appropriate Addendum may be issued to all Bidders.
- 5.3 The Contractor shall, with its own forces, perform work having a value at least equal to the following percentage of the Total Bid awarded: **10%**
- 5.4 Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements found in the Instructions to Bidders into the Platform through the link found on the Current Solicitations webpage under the Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for ITB 85FY23 of the Current Solicitations table is a link for Bidders to submit their Bids. ("Link to submit Bid – ITB 85FY23"). To assist Bidders with their Bid submissions, screenshots of the steps required to submit a Bid are attached as Appendix 1 to this ITB.
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- 5.6 Bids submitted by email or facsimile will not be accepted. Bids **shall not** be received at the Syphax Education Center by mail, express mail, in person, or by courier. Bids shall be submitted only through the Platform.
- 5.7 All Bids must be submitted on the Bid Form provided with the Bid Documents or a copy thereof. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modification, additions or deletions.

The Heights Building Phase 2 - Garage Addition, Field, and Accessibility Site Work
Arlington Public Schools

- 5.7.1 All blanks in the Bid Form must be completed or noted as not applicable. A notation of “not applicable” or “N/A” shall be used only if the information requested is not a required or mandatory element of the Bid. **It is mandatory that everything in the Bid Form is completed. A price must be entered for each line item to be considered for award. Failure to comply with this requirement shall make the Bid nonresponsive.**
- 5.7.2. Bid amounts shall be stated both in writing and in figures if the blanks in the Bid Form so provide, and shall state the same amount. If there is a variance between the written amount and the numerical amount, the written amount shall prevail.
- 5.7.3. Include only one price for each line item for which a price is to be provided.
- 5.7.4. If there is a variance between a unit price and an extension price, the unit price will prevail.
- 5.7.5. All entries shall be typed or handwritten in ink or other form of permanent marker; pencil shall not be used.
- 5.7.6. In the event there are any erasures or other modifications to previously written or typed entries, each such erasure or other modification shall be initialed by the person signing the Bid and a brief explanation included in the margin on the same page.
- 5.7.7. Each signature appearing on the Bid Form shall be handwritten, shall indicate such person’s authority to bind the Bidder, and shall be accompanied by the name of the signatory and the signatory’s title either typed or printed legibly. A person authorized to bind the Bidder in contractual matters must sign the Bid Form.
- 5.7.7.1 If the Bidder is a corporation, the legal name of the corporation on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation.
- 5.7.7.2 If the Bidder is a limited liability company, registered limited liability partnership, or limited partnership, the legal name of the firm on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer, officers, member, members, partner or partners as applicable authorized to sign Contracts on behalf of the firm.
- 5.7.7.3 If the Bidder is a partnership, the name of the partnership as stated in the partnership agreement shall be set forth above the signature line, together with the signature of the partner or partners authorized to sign Contracts on behalf of the firm.
- 5.7.7.4 If the Bidder is submitting a Bid under a trade name, the Bidder shall be identified on the signature line in the true name of the entity doing business as the trade name by the person authorized to sign Contracts on behalf of the firm.

- 5.7.7.5 If the Bidder submitting a Bid is a joint venture, the Bidder shall be identified on the signature line in the name of the joint venture as provided in the written joint venture agreement, and the Bid shall be signed by all venturers by the person authorized to sign Contracts on behalf of each venturer.
- 5.7.8. The Bidder shall provide, in the space provided or directed in the Bid Form, (i) its Social Security number if an individual, or (ii) its federal employer identification number if a business entity other than an individual.
- 5.8 Any Bid received after the Bid Closing, whether through the Platform, by mail or otherwise, will not be considered and will be returned, unopened, without regard to the date of transmission.
- 5.9 Each Bidder must use the attached Bid Form for submitting its Bid. The Bidder shall upload into the Platform one (1) copy of the Bid Form, duly signed with the corporate seal impressed, if applicable, keeping all remaining pages for the Bidder's files. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modifications, additions or deletions. By executing and submitting the Bid Form, the Bidder acknowledges that it has read all Bid Documents, understands them, and agrees to be bound by all terms and conditions therein.
- 5.10 **Submission of Proprietary Information.** The Virginia Public Procurement Act provides limitations on the right of a Bidder to assert that information submitted as part of a Bid is proprietary information or contains trade secrets which are not subject to public disclosure. For any information the Bidder seeks to exclude from public disclosure, the burden shall be on the Bidder to comply with all applicable requirements of the Virginia Public Procurement Act. Any documentation related to such attempt to preserve the limitation of public disclosure of any information shall be submitted as a part of the Bid submission but as a separate Attachment properly marked and paginated to clearly establish the intent of such submission.
- 5.11 Any quantities set forth in the Bid Form or elsewhere in this solicitation are estimates only and are given for the information of Bidders and for the purpose of Bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the Contract Period.
- 6. Bid Security:**
- 6.1. Bids shall be accompanied by a certified check, cashier's check, cash escrow or a Bid bond in an amount not less than five percent (5%) of the amount of the Total Bid as a guarantee that if the Contract is awarded to the Bidder within the later of one hundred and twenty (120) days following Bid Opening or one hundred and twenty (120) days following issuance by the Owner of a Notice of Intent to Award to the Bidder, it will enter into the Contract for the Project mentioned in the Bid at the amount of the Bid and provide any required performance and payment bonds. The amount of any performance or payment bonds will be determined based on the Contract Price at the time of award, and is subject to adjustment thereafter as provided in the Contract Documents. The obligee or payee on all bonds shall be Arlington Public Schools.

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- 6.2. If the Bid security is provided in the form of a Bid bond, the surety company shall be licensed to conduct business in Virginia and be listed on the United States Treasury Department's latest Circular 570. The Bid bond shall be prepared on the Bid Bond Form included in the Bid Documents. The attorney-in-fact who executes such Bid Bond on behalf of the surety must attach a notarized copy of its power-of-attorney as evidence of its authority to bind the surety on the date of execution of the Bid Bond. A copy of the Bid Bond shall be provided with the Bid
- 6.3. If the Bid security is in the form of cash, certified check, or cashier's check, the Bidder shall submit a Bid with its Bid a security agreement conforming substantially in form and effect to the Bid Bond Form and if the security is a certified check or cashier's check a copy thereof, and shall provide to the Owner the cash, certified check or cashier's check prior to Bid Opening as a condition of the Bid being deemed responsive. The Owner shall be authorized to deposit such check or cash and to apply the funds in accordance with the security requirements set forth herein.
- 6.4. The Bid Bond or Bid security agreement must clearly make reference to the solicitation number and Bid title set forth in the Invitation to Bid.
- 6.5. Bid security in the form of certified checks, cashier's checks or cash will be returned to all unsuccessful Bidders who submitted a certified check or cash within the earlier of rejection of all Bids or one hundred and twenty (120) days after Bid Opening or one hundred and twenty (120) days following issuance by the Owner of a Notice of Intent to Award to the Bidder.
- 6.6. If approved by the Arlington Public Schools' Attorney, a Bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the Bid Bond. Approval shall be sought a minimum of seven (7) business days prior to Bid Closing in order to give the Owner sufficient time to evaluate the request. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the Arlington Public Schools equivalent to a corporate surety's bond.

7. Guaranty Bonds:

- 7.1. The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price and the Contract shall not be deemed to have been fully executed until such bonds are provided. Bonds shall be on the forms herein provided and shall be issued by a surety company licensed to conduct business in the commonwealth of Virginia and listed on the United States Treasury Department's latest Circular 570, and otherwise acceptable to Arlington Public Schools. The Performance Bond and the Payment Bond shall be in effect as of the date the successful Bidder signs the Contract, and if executed prior to the date the successful Bidder signs the Contract shall include written certification from the surety that the bond is effective as of the date of the Contract. If the successful Bidder is a partnership or joint venture all partners or ventures shall execute the bond as principal in a personal and not representative capacity, in addition to execution of the bond by the Contractor as principal. Cost of said bonds shall be included in the Contract Price.

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- 7.2 Arlington Public Schools reserves the right to request documentation from the surety company as to its financial capabilities, past experience, and other evidence of security's reliability. In the event that the Contractor's surety company becomes insolvent, bankrupt or in any way is incapable of providing the services, the Contractor shall, within ten (10) days' notice from Arlington Public Schools, furnish new payment and performance bonds to Arlington Public Schools from a surety licensed to conduct business in Virginia, listed on the United States Treasury Department's latest Circular 570, and otherwise approved by Arlington Public Schools Procurement Agent. Any cost in securing new bonding will be the responsibility of the Contractor.

8. Contract Award:

- 8.1. A Notice of Intent to Award, or a Notice of Award of Contract, will be posted on the Procurement Office website.
- 8.2. The Apparent Low Bid and the Apparent Low Bidder shall be the lowest responsive Bid from a responsible and qualified Bidder based upon the Total Bid as set forth in the Bid Form. If the Apparent Low Bid is within available funds, the Contract, if awarded, will be awarded to the Apparent Low Bidder for the entirety of the Work identified in the Contract Documents for the Total Bid, subject to such Modifications which may arise subsequent to Bid Opening.

If the Apparent Low Bid is not within available funds, the Negotiation Procedures set forth as the Negotiation Procedures in the Event the Apparent Low Bid Exceeds Available Funds in the Invitation shall be implemented and followed.

- 8.3. Arlington Public Schools reserves the right to defer award or notice of intent to award of contract for a period of One Hundred Twenty (120) Days after Bid Opening.
- 8.4. In the case of a tie Bid, preference shall be given to goods, services and construction provided by a Bidder domiciled in Arlington County, if such a choice is available. Like preference shall be given to Bidders domiciled in Virginia when tied with Bidders not domiciled in Virginia.
- 8.5. Whenever the lowest responsible Bidder submitting a responsive Bid is a resident of or domiciled in any other state and such state under its laws allows a resident contractor of that state a preference of any kind, a like preference shall be allowed to the lowest responsible and qualified Bidder, submitting a responsive Bid, who is a resident of or domiciled in Virginia. If the lowest responsible and qualified Bidder submitting a responsive Bid is a resident of or domiciled in a state with an absolute preference, the Bid shall not be considered.
- 8.6. Notwithstanding the provisions of subsections 8.4 and 8.5, in the event that none of the foregoing provisions of this section resolve the tie, the tie shall be decided by lot.
- 8.7. A "responsive Bidder" shall mean a Bidder who has submitted a Bid which conforms, in all material respects, to the requirements of the Bidding Documents.
- 8.8. A "responsible Bidder" shall mean a Bidder who has the capability, in all respects, to perform fully the Contract requirements, and the moral and business integrity and

reliability which will assure good faith performance, and who has been pre-qualified if applicable to this solicitation.

9. Withdrawal of Bids:

- 9.1 All Bids submitted as of the Bid Closing shall remain in effect for a minimum of one hundred and twenty (120) Days following the Bid Opening if not permitted to be withdrawn as provided in these Instructions. If APS fails to either issue notice of intent to award, make an award, or request an extension of Bids prior to the expiration of such one hundred and twenty (120) day period, this solicitation shall be deemed cancelled. APS may request an extension of Bids prior to the expiration of such one hundred and twenty (120) Day period for a time stated in the request. No Bidder shall be required to consent to such extension and, if the Bidder declines to consent to the extension request, its Bid will be deemed withdrawn at the end of the one hundred and twenty (120th) Day after the Bid Opening and will not be considered further. For purposes of this circumstance only, the restrictions set forth below on withdrawal of a Bid are not applicable. The Bid of any Bidder who agrees to the extension request shall remain in effect for the period of time stated in the Owner's extension request.
- 9.2 A Bidder may make a written request to the Procurement Agent to withdraw its Bid at any time prior to the Bid Opening. The request must be time stamped as received by the Procurement Agent prior to the Bid Closing.
- 9.3 After the Bid Opening, a Bidder may make a written request to the Procurement Agent to withdraw its Bid. The written request must be time stamped as received by the Procurement Agent no later than 5:00 P.M. local time on the first full business day following the Bid Opening.
- 9.4 Whether the request to withdraw a Bid is made before or after the Bid Closing, a Bidder may request withdrawal of its Bid from consideration only if the price bid was substantially lower than the other Bids due solely to a clerical or arithmetical mistake therein, as opposed to a judgment mistake, and was actually due to an unintentional arithmetical error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which can be clearly shown by objective evidence drawn from inspection of the Bidder's original work papers, documents and materials used in preparation of the Bid. The Bidder shall provide the original work papers, documents, and materials within the same time as required for the notice seeking withdrawal of the Bid.
- 9.5 If the Procurement Agent denies the written request to withdraw a Bid, the Bidder shall be notified in writing stating the reasons for the decision. Award of the Contract, if any award is made, shall be made to the Bidder at the Total Bid as is within available funds if the Bidder is a responsible Bidder submitting the lowest responsive Bid.
- 9.6 No Bid may be withdrawn when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five (5) percent.
- 9.7 If a Bid is permitted to be withdrawn, it shall not be considered in determining the lowest responsive Bid.

9.8 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.

10. Rejection of Bids:

Arlington Public Schools reserves the right to cancel this Invitation to Bid and to reject any and all Bids, and to waive any informality in any Bid received.

11. Substitutions:

11.1 The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of article desired, but does not restrict Bidders to the specific brands, make, manufacturer, or specification named provided that the Bidder has obtained approval of the substitute as required below. It is to set forth and convey to prospective Bidders the general style, type, character and quality of article desired. Whenever in the Contract Documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded as a standard. Any other brand, make of materials, device, or equipment which, in the opinion of the Owner, is recognized as the equal of that specified, and is considered equal in quality, workmanship, design and economy of operation, and is suitable for the purpose intended, will be accepted and may be used in the work if approved as a substitute, except as stated otherwise in Product Requirements.

11.2 Substitute materials proposed as equals to materials specified must be submitted in writing to the Owner, in care of the Procurement Agent with full substantiating data for evaluation no later than twenty (20) Days prior to Bid Closing, providing all information in accordance with the required Specification, Product Requirements, in the Contract Documents.

11.3. In the event any brand, make, manufacturer or definite specification is intended by the Owner to be the required brand, make, manufacturer or definite specification with no substitutions permitted, the reference thereto shall clearly state that no substitutions are permitted and the designated brand, make, manufacturer or definite specification shall be included in the Bid and provided by the Contractor to whom the Contract is awarded.

12. Form of Contract:

The Contract shall be written on the form included with this ITB as a Contract Document, "Agreement Between Owner and Contractor".

13. Examination of Site:

Bidders are highly encouraged to visit the Site, compare the Drawings and Specifications with any work in place, and inform themselves of all conditions, including other work, if any, being performed. Failure to visit the Site in no way relieves the successful Bidder from the necessity of furnishing any materials or performing any Work that may be required to complete the Work in accordance with the Drawings and Specifications without additional cost to the Owner.

Site visit of the existing building will be done with the coordination of Arlington Public Schools Project Manager, Robin Hodges via email (robin.hodges@apsva.us) or phone (703)-872-9175. A walk-through for potential Bidders to explore the proposed building Site and existing conditions associated is scheduled for February 09, 2023, as part of the pre-Bid Conference. To reserve a place on the Site visit Bidders are required to contact the Arlington Public Schools Project Manager no

later than 5:00 PM on February 08, 2023. The Arlington Public Schools Project Manager will meet the Bidders' representatives promptly at 11:00 A.M. at Door Ten (D10). Bidders' representatives must not enter the building without the Arlington Public Schools Project Manager being present.

Arlington Public Schools Project Manager will meet Bidder's to examine the Site upon request. Bidders may call Robin Hodges at 703-872-9175 or email robin.hodges@apsva.us, to schedule a Site visit.

14. Authority to Transact Business:

Any Bidder organized as a stock or non-stock 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 of Virginia 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. The proper and full legal name of the firm or entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. If the Bidder is a joint venture which does not have a SCC identification number, then the name of the joint venture as appearing in the written joint venture agreement shall be provided, all members of the joint venture shall be identified by full name, and each member of the joint venture shall provide its SCC identification number or establish its exemption from such requirement. Any Bidder that is not required to be authorized to transact business in the Commonwealth shall include in its Bid a statement describing why the Bidder is not required to be so authorized. APS may require a Bidder or any member or principal of a Bidder identified above to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, joint venture, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful Bidder to provide such documentation shall be grounds for rejection of the Bid or cancellation of the award. For further information prospective Bidders should refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

15. Interest in More Than One Proposal and Collusion:

More than one Bid received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names, or as a member of a joint venture, will be rejected. Reasonable grounds for believing that a Bidder is interested in more than one (1) Bid for a solicitation both as a Bidder and as a subcontractor for another Bidder, will result in rejection of all Bids in which the Bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Bidders submitting a Bid for the work. Any or all Bids may be rejected if reasonable grounds exist for believing that collusion exists among any Bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

16. Request for Comments:

Following the award of any Contract or Contracts, or the cancellation of this solicitation, all Bidders or potential Bidders are invited to provide to APS written comments regarding the manner in which this solicitation was conducted and any suggested modifications to that process which might make future solicitations by APS more efficient, more productive, and more attractive to potential Bidders.

17. Minimum Qualifications of Bidders:

Refer to Appendix A to Bid Form.

18. Mandatory Requirement:

18.1 The following are Class 1 Mandatory Requirements which **must** accompany your Bid.

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Failure to provide any of the following Class 1 Mandatory Requirements with your Bid will result in the Bid being considered non-responsive and not being considered for Contract award:

- 18.1.1 Inclusion of the Bidder's current Virginia Class A Contractor's License number and expiration date. This information will be used to confirm the Bidder's classification and/or specialty services of CBC, PLB, ELE, HVA, CEM, FSP.
 - 18.1.2 Required Bid Security in the form of either a certified check, cashier's check, cash escrow or Bid Bond in the amount of five percent (5 %) of the Total Bid.
 - 18.1.3. Completed Bid Form and Appendix A to Bid Form.
 - 18.1.4. If the Bidder is a joint venture, a copy of the written joint venture agreement.
 - 18.1.5. If the Bidder is a partnership, a copy of the written partnership agreement.
- 18.2 The following are Class 2 Mandatory Requirements which should accompany your Bid, but if omitted the Bidder may be given the opportunity to supplement its Bid in accordance with the restrictions set forth below:
- 18.2.1. List of Subcontractors for major divisions and/or features of work in compliance with the requirements of Item 17 of the Bid Form.
 - 18.2.2. Pricing Breakdown for Total Bid in compliance with the requirements of Item 13 of the Bid Form.
 - 18.2.3. A completed Insurance Coverage Checklist at Appendix 3 demonstrating it meets the insurance coverage specified in Part 13 of the General Terms and Conditions.
- 18.3 If a Class 2 Mandatory Requirement is not provided with the Bid of the Apparent Low Bidder, the Apparent Low Bidder will be Notified by the Procurement Office that the omitted Class 2 Mandatory Requirements **must** be received by the Procurement Office by no later than 5:00 PM on the fifth (5th) business day following the Notice to provide the information. Failure of the Apparent Low Bidder to provide the omitted Class 2 Mandatory Requirements within the stated timeframe will result in the Bid from the Apparent Low Bidder being considered non-responsive and no longer considered for Contract award. Pricing Breakdown for the Total Bid is to be provided in compliance with the requirements of Item 13 of the Bid Form.

The Bid from the Second Apparent Low Bidder will then be considered for Contract award. If any Class 2 Mandatory Requirement is not provided with the Bid of the Apparent Second Low Bidder, the Apparent Second Low Bidder will be Notified by the Procurement Office that the omitted Class 2 Mandatory Requirements **must** be received by the Procurement Office by no later than 5:00 PM on the fifth (5th) business day following the Notice to provide the information.

Failure of the Apparent Second Low Bidder to provide the omitted Class 2 Mandatory Requirements within the stated timeframe will result in the Bid from the Apparent Second Low Bidder being considered non-responsive and no longer considered for Contract award.

This process will continue until a Contract, within budget, is awarded, or APS determines it to be in the best interests of APS to reject all bids and cancel the solicitation.

19. Employment of Illegal Aliens:

All Bidders are informed that any Contract which may be issued as a result of this solicitation will contain a provision by which the Contractor shall be required to confirm that it does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in compliance with Va. Code Ann. § 2.2-4311.1.

20. Certification Regarding Criminal Convictions:

20.1 All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

(1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann§ 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,

(2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:

(a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),

(b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,

(c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or

(d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

20.2 This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,

b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,

c) burglary in violation of Va. Code Ann. § 18.2-89,

d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,

e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or

f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

20.3 The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

20.4 The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification.

21. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct with Minor.

As a condition of being awarded a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

22. Additions/Deletions:

APS reserves the right to add similar items/services or delete items/services specified in any resultant Contract as requirements change during the period of the Contract. APS and the Contractor will mutually agree to prices for items/services to be added to the Contract. In the absence of agreement, APS shall set the price based on the most comparable previously established unit price. Invoices and payments shall be made based on the price established by APS, with all rights reserved to Contractor to pursue any claim disputing the price. Change orders will be issued for all additions or deletions.

23. News Releases by Contractors:

As a matter of policy, APS does not endorse the products or services of a Contractor. Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of APS, which approval APS is under no obligation to grant. No news release shall be issued by Contractor regarding any Contract without the prior approval by the Procurement Agent of the content and format.

24. Officials not to Benefit:

24.1 By signing the Bid, the Bidder certifies, that to the best of his or her knowledge no APS official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or as soon thereafter as it appears that such a benefit will be received. If such a benefit is discovered at any time after award of the Contract, it shall be disclosed immediately to APS. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the

terms of the Contract.

24.2 Whenever there is reason to believe that a financial benefit of the sort described in paragraph 24.1 has been or will be received in connection with a Bid or Contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the Procurement Agent, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

24.3 In the event the Bidder has knowledge of benefits as outlined above, this information should be submitted with the Bid. If the above does not apply at time of award of Contract and becomes known after inception of a Contract, the Bidder shall address the disclosure of such facts to the Procurement Agent, 2110 Washington Blvd., Arlington VA 22204. Relevant Invitation to Bid Number (see page 1) should be referenced in the disclosure.

25. Expenses Incurred in Preparing Bid:

APS shall have no liability for any expense incurred by any Bidder in the preparation and presentation of a Bid. All expenses related to a Bid are the sole responsibility of the Bidder.

26. Contractor's COVID-19 Responsibilities:

In the interest of public safety, health and welfare and to promote compliance with federal, state and local guidelines for mitigating the spread of COVID-19, the Contractor in all aspects of performing the Work and controlling the Project Site shall comply with, and shall take all reasonable steps to ensure that its subcontractors, sub-subcontractors and all other persons on the Project Site during the Contract Period comply with, the COVID-19 Centers for Disease Control and Prevention guidelines for Construction Workers, the NABTU and CPWR COVID-19 Standards for U.S. Construction Sites dated 27 April 2020, Appendix 2 – COVID 19 Instructions, and such other federal, state or local guidelines or regulations as may be promulgated.

End of Instructions to Bidders

Bid Form

Invitation to Bid Title: **The Heights Building Phase 2 - Garage Addition, Field, and Accessibility Site Work**

Invitation to Bid #: **85FY23**

Invitation to Bid Issue Date: **January 31, 2023**

Bid Closing Date/Time: **~~March 13~~ **April 11, 2023, No Later Than 11:59 P.M. (EST Local Prevailing Time)****

Bid Opening Date/Time: **~~March 14~~ **April 12, 2023, at 10:00 A.M. (EST Local Prevailing Time)****

Name of Bidder: _____

Submit Bid: By Uploading into the Platform

1. The undersigned Bidder declares that it has informed itself fully of all conditions pertaining to the Work and to the location where the Work is to be performed; that it has examined the Bid Documents and Contract Documents, including the Agreement between Owner and Contractor, Conditions of the Contract (General and other conditions), Instructions to Bidders, the Drawings, the Specifications, all Addenda, and all conditions relative to the Work to be performed.
2. The Bidder proposes and agrees, if this Bid is accepted within the number of days provided for in the Instruction to Bidders, to enter into a Contract with the Owner in the form of Contract specified, for the Contract Sum, and within the Contract Period indicated in the Bid Documents to furnish all necessary material, equipment, machinery, apparatus, transportation and labor as required to complete the project indicated on this Bid Form.
3. The Bidder certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with Arlington Public Schools.
4. Arlington Public Schools requires that a minimum of thirty (30) days after receipt of an approved Application for Payment (invoice) be allowed for payment.
5. The Bidder certifies that it will comply with all provisions of the Virginia Public Procurement Act and with the regulations of Arlington Public Schools.
6. By submitting a Bid, the Bidder represents that the Bidder understands the Insurance Requirements of the Contract Documents and will comply in full if awarded the contract.
7. In submitting this Bid, Bidder represents, as more fully set forth elsewhere in the Bid and Contract Documents:

The Heights Building Phase 2 - Garage Addition, Field, and Accessibility Site Work
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- a. Owner has recommended the Bidder examine the site and locality where the Work is to be, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as Bidder deems necessary.
 - b. Bidder acknowledges that Owner and Owner's Representative (Architect) do not assume responsibility for the accuracy of dimensions or completeness of information and data shown or indicated in the Bid Documents with respect to existing facilities.
 - c. Bidder acknowledges that it is obligated to provide to Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered or in the exercise of due diligence and reasonable care as a reasonably competent contractor for the Work to which this Bid is applicable should have discovered in the Bid and Contract Documents and the written resolution thereof by the Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - d. By submitting a Bid in response to this Invitation to Bid, Bidder represents that in the preparation and submission of this Bid, Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm, or corporation or enter into any agreement, participate in any, collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
 - e. Bidder hereby certifies that, if awarded the Contract for construction of the Project, it will take all possible actions to minimize costs to Owner that are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and Work changes or additions which may be made.
 - f. Bidder understands that the award of the Contract, if any, will be made on the Total Bid unless specifically stated otherwise in the Instructions to Bidders or in this pre-printed Bid Form. Bidder understands that upon award of Contract, all items specified in the Bid Documents shall be furnished unless an "Or-Equal" or "Substitute Item" is accepted by Owner in accordance with the Bid Documents and Contract Documents.
 - g. The Bidder agrees to bear full cost of maintaining the Work until the date the Owner issues the Certificate of Substantial Completion .
 - h. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of the Bid Opening.
 - i. Owner may cancel this Invitation to Bid, and may reject any and all Bids received.
8. Bidder agrees to the required times for Substantial Completion, Final Completion, and to resulting Liquidated Damages as follows:
- a. The Work will commence in accordance with the Contract Documents and will have a Substantial Completion Date, a Final Completion Date, and liquidated damages, if any, as provided in the Contract Documents. These completion dates are subject to adjustments of the Contract Period as provided in the Contract Documents.

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9. A. As a Class 1 Mandatory Requirement, the following documents are attached to and made part of this Bid:

1. Required Bid Security in the form of either a certified check, cashier's check, cash escrow or Bid Bond in the amount of five percent (5 %) of the Total Bid.
2. Contractor's License information in compliance with Paragraph 18.1.1 of the Instructions to Bidders.
3. Completed Appendix A to Bid Form.
4. If the Bidder is a joint venture, a copy of the written joint venture agreement.
5. If the Bidder is a partnership, a copy of the written partnership agreement.

B. The following documents are Class 2 Mandatory Requirements and are: (Please complete the following by checking the appropriate line that applies to providing the requested information)

- a. _____ attached to and made a part of this Bid
- b. _____ will be supplemented in compliance with the provisions of Paragraph 18.3 of the Instructions to Bidders:
 1. List of Subcontractors for major divisions and/or features of work in compliance with the requirements of Item 17 of this Bid Form and Paragraph 18.2.1 of the Instructions to Bidders.
 2. Pricing Breakdown for Total Bid in compliance with the requirements of Item 13 of the Bid Form
 3. Completed Insurance Coverage Checklist in compliance with Paragraph 18.2.3 of the Instructions to Bidders.

10. By submitting this Bid, Bidder certifies that the firm submitting this Bid and registered under that name has the appropriate license and/or certification, as determined by the Commonwealth of Virginia, Department of Professional and Occupational Regulation, Virginia Board for Contractors to perform the scope of work included in this Bid. Include license number below.

a. _____ Registered as a Contractor under Title 54.1, Chapter 11 of the Code of Virginia:

Licensed Class _____ Virginia Contractor No. _____ Valid until _____
_____ (Date).

Classifications _____

Specialty Services _____

11. Bidder has examined copies of the following Addenda, and receipt of all is hereby acknowledged:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

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Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____
 Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____
 Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

12. **Intentionally deleted.**

13. **Bid Schedule**

My Bid to provide all labor, materials and equipment necessary to complete the Work described in the Invitation to Bid is provided in the Bid Form

Bid Item 1. Total Bid:

In Writing _____ Dollars

In Figures \$ _____ :00

The funds available for this Project will be announced at the start of the Bid Opening.

If Arlington Public Schools is unable to achieve a Contract Sum within available funds for the Total Bid, Arlington Public Schools may negotiate to achieve a Contract Sum within available funds in the manner provided in the Invitation.

Bid Item 2. Pricing Breakdown for Total Bid Above:

Provide Lump Sum prices per Division as listed in the Scope of Work and Bid Documents. Cumulative total of all Divisions listed shall match the Total Bid. (This information is a Class 2 Mandatory Requirement. Bidder may elect not to include the information in its Bid as submitted for Bid Closing. If not included in the Bid submitted for Bid Closing, this information and this form must be received by Owner no later than 4:00 P.M. the next business day following Notice by the Procurement Office to provide the information or the Bid will be deemed nonresponsive and not considered further.)

Division 1. General Requirements	_____ Dollars (\$_____)
Division 2. Demolition	_____ Dollars (\$_____)
Division 3. Concrete	_____ Dollars (\$_____)
Division 4. Masonry	_____ Dollars (\$_____)
Division 5. Metals	_____ Dollars (\$_____)
Division 6. Woods/Plastics/Composites	_____ Dollars (\$_____)
Division 7. Thermal/Moisture	_____ Dollars (\$_____)
Division 8. Openings	_____ Dollars (\$_____)
Division 9. Finishes	_____ Dollars (\$_____)
Division 10. Specialties	_____ Dollars (\$_____)
Division 11. Parking Control Equip	_____ Dollars (\$_____)

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Division 12. Site Furnishings	_____	Dollars (\$ _____)
Division 21. Fire Suppression	_____	Dollars (\$ _____)
Division 22. Plumbing	_____	Dollars (\$ _____)
Division 23. Temperature Controls	_____	Dollars (\$ _____)
Division 26. Electrical	_____	Dollars (\$ _____)
Division 28. Electronic Safety/Security	_____	Dollars (\$ _____)
Spec 31 2319 Dewatering Delegated Design	_____	Dollars (\$ _____)
Division 31. Earthwork minus 31 2319	_____	Dollars (\$ _____)
Division 32. Exterior Improvements	_____	Dollars (\$ _____)
Division 33. Utilities	_____	Dollars (\$ _____)
Allowance 01 Unsuitable Soils	_____	Dollars (\$ <u>100,000.00</u>)
Allowance 02 Mill/Overlay/Striping	_____	Dollars (\$ <u>75,000.00</u>)
Allowance 03 Owner Allowance	_____	Dollars (\$ <u>100,000.00</u>)
Allowance 04 Electrical Service Allowance	_____	Dollars (\$ <u>125,000.00</u>)

Bid Item 3. Bid Alternates:

There are no Bid Alternates for this solicitation

Bid Item 4. Allowances:

A. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor.

B. See Section 01 2100 Allowances for further details. The ~~three~~ **four (4)** allowances noted in Bid Item 2 above shall be included in the Bidder's Total Bid.

14. **Contact for Administration:**

Name:

Address: (Office) _____

Telephone Number: (Office) _____

Fax Number: _____

Full Legal Name of Bidder _____

Remittance Address (If different):

Address: _____

Phone: (____) _____

Email Address: _____

Fax: (_____) _____

Date: _____

Tax ID Number (EIN/SSN): _____

15. **State Corporation Commission (SCC) Identification Number:**

A Bidder is required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise by law. The Bidder confirms that at the time of Bid Closing, the Bidder has met the requirements of the Virginia Public Procurement Act Section 2.2-4311.2. The Bidder shall include in its Bid the identification number issued to it by the Virginia State Corporation Commission (“SCC”). If the Bidder is a joint venture which does not have a SCC identification number, then the name of the joint venture shall be provided, all members of the joint venture shall be identified by full name, and each member of the joint venture shall provide its SCC identification number or establish its exemption from such requirement. For more information on how the SCC can expedite a request for an identification number, please contact the SCC at (www.scc.virginia.gov) or the SCC Clerk’s office at 1-804-371-9733.

Please complete the following by checking the appropriate line that applies and providing the requested information

1. ___ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Bidder’s identification number issued by the SCC is _____ . *(The SCC number is NOT your federal tax Identification number nor your eVA registration number).*
2. ___ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Bidder’s identification number issued to it by the SCC is _____ .
3. ___ Bidder is a Virginia joint venture organized and authorized to transact business in Virginia by the SCC.
4. ___ Bidder is a joint venture which does not have an identification number issued to it by the SCC but each member of the joint venture is authorized to transact business in Virginia and the SCC identification numbers issued to each member of the joint venture are: [list member name and SCC identification number for each member, or provide the asserted exemption information in sub Section 5 below]

5. ___ Bidder does not have an identification issued to it by the SCC and such Bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

If you check Option 5 above, you must attach additional sheets to explain in further detail why such Bidder is not required to be authorized to transact business in Virginia. Bids that fail to submit supporting details regarding option 3 above may be considered non-responsive by APS.

***Note: If Bidder is required to have an SCC#, the SCC# shall be active at the date/time that the Bid is opened. Failure of Bidder to have an active SCC# at the date/time the Bid is opened will result in a determination that Bid is non-responsive and the Bid shall be rejected and will not be considered for Contract award.**

16. **Virginia Contractor’s License:**

A Bidder is required at the time of Bid Closing and, if awarded a Contract, at the time of contracting, to hold a Virginia Class A Contractor’s License with all Classifications and/or Specialty Services certifications

required for all portions of the Work the Bidder intends to perform with its own forces if awarded the Contract. The Bidder confirms that at the time of Bid Closing, the Bidder holds a Virginia Class A Contractor’s License with all Classifications and/or Specialty Services certifications required for all portions of the Work the Bidder intends to perform with its own forces. The Bidder shall include in its Bid the Class A Contractor’s License number and date of license expiration, and the Classification and/or Specialty Services certifications held. If the Bidder is a joint venture which does not have a Virginia Class A Contractor’s License, then the name of the joint venture shall be provided, all members of the joint venture shall be identified by full name, and each member of the joint venture shall provide Contractor’s License information in compliance with these requirements.

17. List of Subcontractors:

Listed below are certain divisions or features of the Work contained in the Contract Documents (“Identified Divisions or Features”). For any Identified Division or Feature which the Bidder intends to perform itself, it is a Class 1 Mandatory Requirement that the Bidder hold the Classifications and/or Specialty Services designations required to permit it to perform that Identified Division or Feature.

For any Identified Division or Feature which the Bidder intends to have performed by a Subcontractor (“Identified Division or Feature Subcontractor”), the Bidder shall state below the name of each proposed Identified Division or Feature Subcontractor, and shall state the Virginia Class A Contractor’s License number and expiration date for that Identified Division or Feature Subcontractor. The Contractor’s License for each proposed Identified Division or Feature Subcontractor shall include the Classification and/or Specialty Services certification which permits the Identified Division or Feature Subcontractor to perform such Work. As a Class 2 Mandatory Requirement, the Bidder may elect to submit this Identified Division or Feature Subcontractor Information as provided in Paragraph 18.3 of the Instructions to Bidders.

For any Subcontractors other than Identified Division or Feature Subcontractors, all such Subcontractors shall have a Virginia Contractor’s License in compliance with the Class A, Class B or Class C requirements established by applicable statutes and Virginia Board for Contractors Regulations at the Class level and holding the Classifications and/or Specialty Services certifications required to perform the Work included in the applicable Subcontract. For all proposed Subcontractors other than Identified Division or Feature Subcontractors, the successful Bidder shall have a maximum of fourteen (14) days after Notice to Proceed to submit to APS for vetting and approval the **final** list of such Subcontractors, which final list shall include the previously Identified Division or Feature Subcontractors. If the Bidder at any time after Bid Closing seeks to change an Identified Division or Feature Subcontractor identified below, the Bidder shall comply with the requirements of General Conditions Part 6.

The Bidder certifies that all Subcontractors listed are eligible in all respects to perform the Work. Bidder’s failure to submit the List of Subcontractors in compliance with Item 9.B of this Bid Form shall result in Bidder’s Bid being deemed as non-responsive.

Subcontractor's Work	Subcontractor		
	Name	Class A Contractor's License Number (Including any Classifications and/or Specialty Services)	Expiration Date

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Plumbing (PLB)			
Electrical (ELE)			
HVAC (HVA)			
Fire suppression (FSP)			
Concrete (CEM)			

18. **Debarment Status:**

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?
 Yes ___ No ___

2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?
 Yes ___ No ___

My signature certifies that the Bidder has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Arlington Public Schools, and that there are no principals, officers, agents, employees, or representatives of Bidder that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to Arlington Public Schools, pertaining to any and all work or services to be performed as a result of this Bid and any resulting Contract with Arlington Public Schools.

Person signing must be authorized to bind the Bidder in contractual matters. If the Bidder is a joint venture the Bid must be signed by an authorized representative of each member of the joint venture. Add additional copies of this signature page if necessary

The Heights Building Phase 2 - Garage Addition, Field, and Accessibility Site Work
Arlington Public Schools

By: _____

Name: _____

Title: _____

Date: _____

End of Bid Form



Arlington Public Schools

Procurement Office

2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681
www.apsva.us

Agreement Between Owner and Contractor

CONTRACT 85FY23 is made and entered into this ___ day of _____, 2023; the date the Agreement is fully executed, between Arlington County School Board, operating as Arlington Public Schools, Virginia (the "Owner" or "APS") and

_____ (the "Contractor"), whose address is _____

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. **The Project**

Contractor shall provide all labor, services, equipment and materials necessary and required to complete the Work in accordance with the Contract Documents for the following Project:

The Heights Building Phase 2 - Garage Addition, Field, and Accessibility Site Work, located at 1601 Wilson Blvd., Arlington, VA 22209.

2. **The Contract Documents**

The following, except for such portions thereof as may be specifically excluded, constitute the Contract Documents except for titles, subtitles, headings, running headlines, and tables of contents (all of which are used merely for convenience):

1. Agreement Between Owner and Contractor
2. General Conditions
3. Drawings and Specifications
4. Bid Documents and Addenda
5. Notice to Proceed

Modifications issued after execution of this Agreement have the precedence as addressed below.

In the event of a conflict between any Contract Documents, the order of precedence shall be in the order the Contract Documents are listed above, with the exception that any Addendum or Modification shall

have precedence over the preceding version of the Contract Document modified thereby. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence in a manner consistent with the intent of the Contract Documents as a whole.

All provisions required by Law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.

The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing, call such conflict, error, ambiguity or discrepancy to the attention of Owner and the Owner's Representative before proceeding with the Work affected thereby. The Owner and/or the Owner's Representative shall promptly resolve the matter in writing. Work done by the Contractor after it discovered, or reasonably should have discovered, such conflicts, errors, ambiguities or discrepancies, prior to written resolution thereof by the Owner, shall be done at the Contractor's expense and the Contractor shall bear the risk of any delay arising therefrom or related thereto. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

The Contractor shall be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner or to the Owner's Representative, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

3. **Definitions**

All words and terms shall have the meanings assigned to them in Part 1 of the General Conditions, unless a different meaning is clear from the context.

4. **Contract Period**

The Work will be completed in accordance with the Contract Documents and will have the following start, Substantial Completion, and Final Completion dates:

April 27, 2023: June 16, 2023	All Phases – Anticipated Administrative NTP
June 16, 2023:	Phase 1 – Primary Construction Period - Anticipated NTP for Project Site Mobilization and Construction
June 19, 2023 June 17, 2024:	Phase 2 – Summer 2023 – Temp Stair at Shriver Entrance and 18th St Streetscape - NTP for Construction
June 17, 2024:	Phase 3 – Summer 2024 – 18th ST Streetscape & New Shriver Entrance – NTP for Construction

The Heights Building Phase 2 - Garage Addition, Field, and Accessibility Site Work
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August 04, 2023: August 09, 2024	Phase 2 – Substantial Completion
August 9, 2024:	Phase 3 – Substantial Completion
August 14, 2024: December 30, 2024	Phase 1 - Substantial Completion
September 27, 2024: February 13, 2025	All Phases - Final Completion

These dates are subject to adjustments as provided in the Contract Documents. In the event of any change to any of the Substantial Completion Dates as provided by the Contract Documents, the Final Completion Date shall be ~~thirty~~ **forty-five (45)** days after Substantial Completion is achieved for the latest revised Substantial Completion Date.

5. **Contract Sum**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents. The Contract Sum is:

In Writing: _____ Dollars

In Figures: \$ _____ .00

6. **Liquidated Damages**

The Owner and the Contractor recognize that time is of the essence in this Agreement and that Owner will suffer damages if Substantial Completion, and thereafter Final Completion, of the Work, or of any individual Phase of the Work for which a Substantial Completion, and if applicable, Final Completion, date with associated Liquidated Damages is established by the Contract Documents, is not complete within the time specified in Paragraph 4 above, plus any extensions thereof allowed in accordance with Part 10 of the General Conditions. The Owner and the Contractor agree that the actual damages to be incurred by the Owner in the event of late completion are not readily ascertainable or capable of estimation at the time of contracting. It is understood and agreed that the Liquidated Damages amount shall not be affected by the Owner's use or occupancy of, or by the achievement of Substantial Completion or Final Completion of, less than the entirety of the Work to which the Liquidated Damages amount may be applicable. The Contractor hereby waives without condition or limitation any objection that the amount of Liquidated Damages set forth below is void as a penalty or is not reasonably related to actual damages. Without limitation of the foregoing, Contractor also agrees that any deduction of Liquidated Damages from amounts otherwise payable to Contractor shall not constitute improper or wrongful nonpayment of Contractor and Contractor without limitation or condition conclusively waives any claim or cause of action premised in whole or in part on any such deduction of Liquidated Damages. In the event more than one ground for assessment of Liquidated Damages as set forth herein exists concurrently, such grounds shall be deemed to be, and hereby are agreed to be, independent and all applicable Liquidated Damages shall be assessed and deducted cumulatively. In the event that, subsequent to any deduction of Liquidated Damages as authorized herein, a time extension is granted or any determination is made which affects in whole or in part the amount of Liquidated Damages deducted, Contractor acknowledges and agrees that its sole remedy shall be payment by the Owner of the principal amount of Liquidated Damages so determined to be payable to the Contractor plus interest as provided in the Contract Documents. Accordingly, the Owner and the Contractor agree that as Liquidated

Damages for delay in achieving timely completion as required by the Contract (but not as a penalty), the Contractor shall:

- a. Pay Owner **One Thousand, Five Hundred Dollars (\$1,500.00)** for each day that expires after the time specified in Paragraph 4 for the **Phase 1 Substantial Completion Date**, plus any approved time extensions, until Substantial Completion is achieved.
- b. Pay Owner **Two Hundred Dollars (\$200.00)** for each day that expires after the time specified in Paragraph 4 for the **Phase 2 Substantial Completion Date**, plus any approved time extensions, until Substantial Completion is achieved.
- ~~e.~~ ~~Pay Owner **Two Hundred Dollars (\$200.00)** for each day that expires after the time specified in Paragraph 4 for the **Phase 3 Substantial Completion Date**, plus any approved time extensions, until Substantial Completion is achieved.~~
- ~~c.~~ and Pay Owner **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in Paragraph 4 for the **Final Completion Date for all Phases**, plus any approved time extensions, until Final Completion is achieved.
- ~~e.~~ **d.** Contractor hereby consents to the Owner withholding from amounts otherwise payable to the Contractor all Substantial Completion Liquidated Damages and Final Completion Liquidated Damages which have been assessed through the date of payment. If the amount of Substantial Completion Liquidated Damages and Final Completion Liquidated Damages assessed exceeds the amount otherwise payable to Contractor, Contractor shall make payment thereof to Owner within fourteen (14) days following issuance by Owner of Notice of payment due for Substantial Completion Liquidated Damages, Final Completion Liquidated Damages, or both.

7. **Payment Procedures**

- a. Contractor shall submit Application for Payment in accordance with the General Conditions and Applications for Payment will be processed by the Owner's Representative and Owner as provided in the General Conditions.
- b. Contractor hereby consents to the Owner deducting from amounts otherwise payable to the Contractor and retaining any and all amounts payable to the Owner by the Contractor for any reason stated in the Contract Documents assessed or payable through the date payment is due Contractor from Owner. If the amount payable to the Owner by the Contractor exceeds the amount otherwise payable to Contractor by Owner, Contractor shall make payment thereof to Owner within fourteen (14) days following issuance by Owner of Notice of payment due.

8. **Interest**

All funds not paid when due as provided by Parts 8, 10 and 11 of the General Conditions shall bear interest at the rate of 0.5 percent per month.

9. **No Assignments**

No assignment by either party hereto of any rights or interest under any of the Contract Documents will be effective unless in writing signed by the authorized representative of each party; and no assignment will release or discharge the assignor from any responsibility under the Contract Documents. Owner shall be under no obligation to consent to any request by Contractor for approval of an assignment as the

Contractor's obligations are intended not to be assignable.

10. **Governing Law**

This Agreement and each of the Contract Documents shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, Contractor shall comply with applicable federal, state, and local laws, ordinances, and regulations.

11. **Binding Agreement**

Owner and Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

Signatures Appear on the Following Page

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized officers.

<p>Contractor</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">Dated</p>

<p>Owner</p> <p>By: _____</p> <p style="text-align: center;">David J. Webb, C.P.M.</p> <p>Title: Procurement Agent</p> <p>_____</p> <p style="text-align: center;">Dated</p>
--

End of Agreement

***Addendum No.1 must be signed, dated, and submitted via the secure cloud-based file sharing platform specified in the ITB prior to the Bid Closing Date/Time stated above OR acknowledgment of receipt of this Addendum may be noted on the Bid Form.**

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Issued By:

Brandon Christian
Senior Procurement Specialist
Direct Telephone: (703) 228-7649
Email: brandon.christian@apsva.us