

**BULL RUN REGIONAL PARK  
BATHHOUSE #2 ADA RENOVATIONS  
7700 Bull Run Drive  
Centerville, Virginia 20121**

*PROJECT MANUAL*  
October 4, 2019



**NOVA Parks**  
Northern Virginia Regional Park Authority  
5400 Ox Road  
Fairfax Station, Virginia 22039

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**INVITATION TO BID**  
**BULL RUN REGIONAL PARK**  
**BATHHOUSE #2 ADA RENOVATIONS**  
7700 Bull Run Drive  
Centerville, Virginia 20121

Sealed bids will be received by mail or in person at the Northern Virginia Regional Park Authority Headquarters, 5400 Ox Road, Fairfax Station, Virginia 22039, until **Tuesday, November 19, 2019 at 1 p.m.** Bids will be opened in public at that time.

The project includes renovations to make the existing Bathhouse building ADA compliant. The Contractor shall furnish all equipment, material and labor in accordance with the project manual and plans.

Five percent bid bond or certified check is required for all bids over \$500,000. All bids and bid bonds shall remain valid for ninety days. Performance and Labor and Material Payment bonds shall be required of the successful bidder for all contracts awarded over \$500,000.

The Project Manual can be downloaded from the NOVA Parks website ([www.novaparks.com](http://www.novaparks.com)) at <https://www.novaparks.com/about/bids-proposals> The Contractor shall be responsible to verify and obtain any addendum prior to the bid date. Project addenda will be posted on the website.

The Project documents include the following:

- Project manual dated October 4, 2019
- Plans by A DESIGN GROUP, LLC. Art, Architecture & Engineering (17 pages total) Sheets A-0, A-1, A-2, A-3, A-4, A-5, M-1, M-2, M-3, E-1, E-2, E-3, E-4, P-1, P-2, P-3, and ALT-1

All questions regarding this project shall be directed to the attention of Jake Bumbrey, Construction Supervisor, and shall be in writing. Questions may be faxed to 703-273-0905 or emailed to [jbumbrey@nvrpa.org](mailto:jbumbrey@nvrpa.org).

All interested Bidders should formally register with NOVA Parks by contacting Diane Creasey via email at [dcreasey@nvrpa.org](mailto:dcreasey@nvrpa.org) or by calling 703-359-4626. Bidders shall provide Mrs. Creasey with the following information:

Company Name  
Contact person  
Address  
Phone and Fax number  
Email address

Project Addenda will be posted on the NOVA Parks website as well as emailed to those registered. Access to the Bathhouse building can be arranged by calling the park at 703-631-0550 or emailing the Park Manager, Eric Ferguson, at [eferguson@nvrpa.org](mailto:eferguson@nvrpa.org).

**FORM OF PROPOSAL - PAGE 1 OF 2**

**BULL RUN REGIONAL PARK  
BATHHOUSE #2 ADA RENOVATIONS**

7700 Bull Run Drive,  
Centerville, Virginia 20121

**PROPOSAL**

To furnish all material, labor, tools, equipment and supplies to perform all work specified herein and shown in the contract documents.

Name of Bidding Company:	
Address of Bidder:	
Telephone Number:	
Signature /Title:	
Print or Type Name:	
Date:	
Virginia Contractor's License Number:	

To: Brian Nolan, Director of Planning and Development  
NOVA Parks  
5400 Ox Road  
Fairfax Station, Virginia 22039  
(703) 352-5900

Pursuant to and in compliance with the contract documents, the undersigned proposes and agrees, if this proposal is accepted, to furnish all labor, materials, supplies, equipment and other facilities, and to perform all work described in the project manual in the manner therein prescribed for consideration of the following amount.

The low bidder shall be determined by the sum of the Base Bid and whichever Alternates are chosen by the Park Authority. Bidders shall fill in all blank spaces on the Form of Proposal.

**FORM OF PROPOSAL - PAGE 2 OF 2**

**BULL RUN REGIONAL PARK  
BATHHOUSE #2 ADA RENOVATIONS**

7700 Bull Run Drive,  
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**BASE BID:** All work as described in the project manual and plans, minus work for Add Alternate #1 shown on sheet ALT- 1.

\_\_\_\_\_ Dollars / \$ \_\_\_\_\_

**ADD ALTERNATE #1:** All work as referenced on sheet ALT-1.

\_\_\_\_\_ Dollars / \$ \_\_\_\_\_

Acknowledges Receipt of Addendum # \_\_\_\_\_ dated \_\_\_\_\_.

Acknowledges Receipt of Addendum # \_\_\_\_\_ dated \_\_\_\_\_.

## SUPPLEMENTAL GENERAL CONDITIONS

### PART 1 – GENERAL

All bidders shall submit their bids on the enclosed Form of Proposal.

Contractor shall provide at least 48 hours' notice prior to beginning of work.

Materials may be stored on site with prior approval from NOVA Parks. Only materials to be used on this project may be stored on site.

On-site work will not be permitted until our annual light show has ended in mid-January 2020.

Contractor shall not begin work until an acceptable certificate of insurance is provided to Owner.

In the event the accepted base bid amount exceeds \$500,000, the acceptable low bidder must provide the appropriate bonds, certificate of insurance and signed contract within 10 calendar days of being notified of the Owner's intent to award a contract.

**There will be a pre-bid meeting on site October 30, 2019 at 10:00 am.**

The Contractor will be allowed to start the project on January 14, 2020 and project must be completed by April 3, 2020. If the work is not completed within the time required, as that may be adjusted by change orders, there shall be imposed on the Contractor liquidated damages of \$200.00 per day for each day beyond the contract time it takes to complete the work.

All work will be completed during weekday business hours of 7 am to 6 pm. Weekend work hours may be determined at a later date.

Contractor should verify lengths and conditions and provide bids that reflect actual lengths and conditions.

NOVA Parks will obtain a building permit. Contractor shall be responsible to obtain all other required permits and is responsible to schedule all required inspections.

The Owner reserves the right to disqualify any bidder who is determined not to have adequate experience or favorable client references. Any bidder disqualifications shall be at the sole discretion of NOVA Parks.

The Contractor shall be responsible for all miscellaneous damages caused by his forces to park property during the course of this project.

The Contractor shall contact Miss Utility. The Contractor shall be responsible for any damages to marked underground utilities.

Submittals shall be made to the owner for approval of all materials not specified in the project

manual or for requested substitutions of specified materials. Acceptance of a substitution shall be at the sole discretion of NOVA Parks. A request for submittal must be made at least 7 days before the bid if the Contractor wishes to use it in his bid. If accepted, NOVA Parks will issue an addendum to all bidders.

The Contractor shall remove and properly dispose of all waste material generated from this project.

If a dumpster is to be used, its location must be coordinated with the Park Manager.

## **PART 2 – WARRANTY AND AS-BUILTS**

The Contractor shall provide a written warranty to NOVA Parks covering all defects in materials and workmanship for the period of one year from the date of project completion. All warranties provided by the equipment and material manufacturers shall also be provided to NOVA Parks.

The Contractor shall maintain during the progress of the work a complete and up-to-date set of “as built” specifications that shall be available for inspection by the Owner and Architect at any time. These documents shall be marked up to record all changes in the work as they occur. As-built documents shall be neatly marked with red colored pencil or ink. Three complete copies shall be delivered to the Owner in a satisfactory condition subsequent to final acceptance of and payment for the work.

The Contractor shall provide three copies of an Owner’s manual detailing equipment specifications and proper use and maintenance of all materials. Each copy should be bound in a sturdy three ring binder, indexed and labeled as follows:

**OPERATING & MAINTENANCE MANUAL  
BULL RUN REGIONAL PARK  
BATHHOUSE #2 ADA RENOVATIONS  
7700 Bull Run Drive,  
Centerville, Virginia 20121**

The typewritten manuals shall include the following:

1. Name, address, telephone number and contact person (if applicable) of all Contractor(s) involved in the project.
2. The Contractors’ written one-year warranties as noted above.
3. Complete manufacturers’ operating and maintenance instructions for all materials and equipment.
4. Manufacturers’ warranties for all materials and equipment.
5. List of color selections used for all finishes, to include the brand name, manufacturer and color numbers.

### **PART III - PROTECTION OF ARCHAEOLOGICAL RESOURCES AND ARTIFACTS**

#### **1. PROTECTION OF ARCHAEOLOGICAL RESOURCES**

- A. The Owner and the local jurisdiction have determined that there may be archaeological resources on this site. The Contractor shall recognize preservation responsibilities as defined in the “Archaeological and Historic Preservation Act of 1974” and revised in 1992, and shall be governed by them and the provisions contained herein.
- B. The Contractor shall notify the Owner at least 48 hours prior to any ground disturbing activities.
- C. In the event that archaeological resources are identified during construction, all work shall be temporarily suspended in those areas. Work shall not resume in those areas until notified by the Owner.
- D. The Contractor shall provide access to the site for any archaeological staff, as directed by the Owner.
- E. The Contractor shall keep accurate records of any delays associated with suspended work related to archaeological resources, and shall submit any claims for extension of time to the Owner in accordance with the general conditions. Monetary claims for such delays shall be approved at the sole discretion of the Owner.

#### **2. ARTIFACTS**

- A. All artifacts found on the site shall remain the property of the Owner.
- B. All artifacts discovered on the site shall be left in place and intact, until removed by the Owner, or by his archaeological staff, or as otherwise directed by the Owner.

**\*\*\*\*\*END OF SUPPLEMENTAL GENERAL CONDITIONS\*\*\*\*\***

**CONSTRUCTION CONTRACT**

This Construction Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between NOVA Parks, 5400 Ox Road, Fairfax Station, Virginia 22039 ("Authority"), and \_\_\_\_\_, (Contractor) for the project known as \_\_\_\_\_.

**Article 1.**

1.1 The Contract Documents consist of this Construction Contract, the Conditions of the Contract (General Supplementary, Special, and other Conditions), the Drawings, the Specifications, all standard details that apply to any portion of the Work, and all addenda issued prior to and Change Orders issued after execution of this Construction Contract. The Contract Documents are more specifically listed in Exhibit A. Minimum contractor's liability insurance amounts are listed in Exhibit B.

**Article 2. The Work**

2.1 The Contractor shall furnish all labor, materials, and equipment necessary to perform \_\_\_\_\_ as shown, indicated or reasonably implied by the Contract Documents. The Work shall be done in strict accordance with the Contract Documents and all applicable federal, state, and local governmental specifications and requirements.

**Article 3. Time of Commencement and Completion**

3.1 The Contract Time will begin to run on the date indicated in the Authority's written Notice to Proceed. The Contractor shall start the Work within five (5) days of the date of the Notice to Proceed. The Contractor shall prosecute the work in such a manner as to achieve Substantial Completion of the base portion of the work within the time limits indicated in the Supplemental General Conditions.

3.2 If the Work is not Substantially Completed within the time required, as that time may be adjusted by Change Orders, there shall be imposed on the Contractor Liquidated Damages of \$300.00 per calendar day for each day beyond the Contract Time it takes to substantially complete the Work. Contractor is specifically referred to the General Conditions regarding its duties to notify the Authority in writing of any delays caused to it during the Work. The Liquidated Damages amount shall, in no event, be considered a penalty or other than the liquidated and adjusted damages to the Authority because of the delay. The Contractor and its surety agree that the stated sum per day shall be deducted and retained out of the monies which may become due hereunder and if not so deducted, the Contractor and its surety shall be liable therefore.

**Article 4. Contract Sum**

4.1 Authority agrees to pay Contractor \_\_\_\_\_ (Dollars) (\$\_\_\_\_\_) for the Work including the Base Bid and Alternates \_\_\_\_\_, subject to additions and deductions by Change Order.

4.2 The Authority shall make monthly progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of each month. Not later than fifteen (15) days after the end of the period covered by the Application for Payment, Contractor will submit to the Architect a Request for Payment based on the payment schedule of values agreed to by the Architect. The Contractor's submission of its Application for Payment, the Authority's and Architect's review, and the Authority's payment of progress and final payments shall all be in accordance with the General Conditions.



**Article 5. Miscellaneous Provisions**

5.1 This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

5.2 During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

The Contractor will include the provisions of subparagraphs A, B, and C above, in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

5.3 These terms and provisions supersede all previous communications, representations, or agreements, either oral or written, between the parties with respect to the subject matter of this Contract. This Agreement is entered into as of the day and year first written above.

**NOVA Parks**

**CONTRACTOR**

Company: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Exhibit A - Contract Documents**

- Project Manual dated \_\_\_\_\_
- 

**Exhibit B - Contractor's Liability Insurance**

- General liability in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Property damage in the amount of not less than \$1,000,000 for any one accident. Additional limits may be required.
- Umbrella policy for not less than \$1,000,000.
- Auto liability insurance for not less than \$1,000,000 combined single limits.
- Workers' Compensation per statutory limits and employer's liability in the following minimum amounts: EL Each Accident - \$500,000, EL Disease Policy Limit - \$500,000, EL Disease Each Employee \$500,000.
- Contractor shall endorse the Authority on its insurance policy as an additional insured using form CG 20 10 11 85 or CG 20 10 07 04.