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July 7, 2015

BID INVITATION**BID #729152**

Sealed Bids (**Bid #729152**) for the Swimming Pool Resurfacing and Repair of Woodlands Pool for Stafford County Department of Parks, Recreation and Community Facilities will be accepted until **2:00 P.M., Wednesday, July 29, 2015**, at which time they will be opened and read aloud in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

This is a Re-Bid #92142

Please be observant of all Bid instructions and specifications. Should any questions arise concerning this Bid invitation, contact the Purchasing Office at (540) 658-8611.

A Pre-Bid Conference will be held at 10:00 A.M., Thursday, July 16, 2015 at Woodlands Pool, 2 Northampton Blvd., Stafford, VA 22554. Attendance is optional, but strongly encouraged.

Stafford County reserves the right to accept or reject, in whole or in part, any and all Bids and to waive informalities.

Anita Perrow
Purchasing Manager



GENERAL INSTRUCTIONS

1. Mail or deliver Bids to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, PO Box 339, Stafford, Virginia 22555-0339.
2. Bids must be received before the Bid opening time stated in the Bid Invitation.
3. All Bids must be received in sealed envelopes with the statement, **“Bid Enclosed”** and the Bid number typed or written in the lower left-hand corner.
4. Submit **one (1) original, clearly marked, and three (3) copies** of the Bid showing the unit price for each service.
5. Bid prices must be net, based on unit prices and minimum hours, if any, for each item.
6. Stafford County reserves the right to accept or reject, in whole or in part, any and all Bids received and to waive informalities.
7. Bids will be opened promptly and read aloud at **2:00 P.M., Wednesday, July 29, 2015**, in the Purchasing Office, and no late Bids will be accepted. **It is the Vendor’s sole responsibility to ensure delivery to the proper receiving location.**
8. Bids shall be binding for sixty (60) calendar days following the Bid opening date.
9. The successful Bidder or Bidders will be notified immediately upon acceptance of his/their Bid.
10. Exceptions to the specifications or general instructions must be in writing and submitted with the Bid form.
11. Comments concerning specifications or general instructions of other provisions of this Bid Invitation are welcome and can be received and considered prior to the time set for receipt of Bids.
12. Any questions relative to the technical aspects of the Bid Invitation shall be directed to Ms. Nicole Davis, Aquatics Manager at (540) 658-4861.
13. No interpretation of the meaning of Contract documents will be made to any Bidder orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least seven (7) days prior to the date fixed for the receiving of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Bidding Documents which, if issued, will be in the form of written Addenda which, will be available on the Stafford County Website (<http://staffordcountyva.gov/Bids.aspx?CatID=23>), no later than three (3) days prior to the

date fixed for the opening of Bids. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Offeror to receive any such Addendum or interpretation shall not relieve any Offeror from any obligation under his Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.

14. Questions relative to the bidding procedures shall be directed to Anita Perrow, Purchasing Manager at (540) 658-8611.
15. Bid Security
 - A. Each Bid must be accompanied by (1) Letter of Credit; or (2) a Cashier's Check or a Certified Check from the Bidder in an amount not less than five percent (5%) of the Bid, made payable to the County of Stafford; or (3) a Bidder's Bond on the Bid Bond Form provided herein or on a similar form which in every respect materially complies with said Bid Bond Form, in the amount of five percent (5%) of his Bid. The Bidders Bond shall be issued by a surety company licensed to conduct business in Virginia and acceptable to the Owner.
 - B. Said Bid security is given as a guarantee that the Bidder will enter into a Contract if awarded the work and, in the case of refusal or failure to so enter into said Contract, the security shall be declared forfeited to the Owner. Such security shall be returned to all but the three (3) lowest Bidders within three (3) days after the opening of Bids and the remaining security will be returned within forty-eight (48) hours after the Owner and the Successful Bidder have executed the Contract. If no Contract has been awarded or the Bidder has not been notified of the acceptance of his Bid, within ninety (90) days of the Bid opening, the Bidder may withdraw his Bid and request the return of his Bid security. If, at the Owner's request, the Bidder agrees to extend and maintain his Bid beyond the specified ninety (90) days, his Bid security will not be returned.
16. Bidders' Questions, Addenda and interpretations
 - A. Bidders and Sub-bidders shall promptly notify the Owner of any ambiguity, inconsistency or error that they may discover upon examination of the solicitation and Contract Documents or of the site and local conditions. No interpretation of the meaning of the contract documents will be made to any Bidder orally.
 - B. Every request for such interpretation should be in writing addressed to the Stafford County Department of Utilities, Stafford County, Virginia, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the Bids.
 - C. Any and all such interpretations and/or any supplemental instructions resulting in a change to the Bidding Documents will be in the form of written Addenda which, if issued, will be available on the Stafford County Website

<http://staffordcountyva.gov/Bids.aspx?CatID=23>) not later than three (3) calendar days prior to the date fixed for the opening of Bids. Bidders shall be required to acknowledge receipt of Addenda on the Bid Form. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve any Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

- D. If the Bidder (or any person bidding to Bidder and/or subsequently in contract with the Bidder, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Bidding or Contract Documents, said Bidder (or sub-bidder) has an obligation to seek a clarification thereof from the Owner prior to Bid. The Owner will welcome such a clarification request, and, if deemed necessary by the Owner, the Owner will issue a written Addendum clarifying the matter in question. Should the Bidder fail to seek such a clarification prior to Bid, Bidder thereby waives, and agrees to indemnify and hold the Owner and Engineer harmless from, any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Bidder (and any person bidding to Bidder and/or subsequently in contract with Bidder, relating to the subject project) knew or should have known existed at the time of Bid.
- E. Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

17. Security for Faithful Performance

The Successful Bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract, and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and furnishing materials under this Contract. The Performance Bond and the Labor and Material Payment Bond shall be in separate instruments acceptable to the Owner, in accordance with State law and shall be delivered to the Owner not later than the date of execution of the Contract.

18. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality of the specific brand, make, manufacturer or specification named; it is to set forth to convey to prospective Bidders the general style, type, character and quality of article desired. Wherever used in specifications or Contract documents, a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized as the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

19. No interpretation of the meaning of Contract documents will be made to any Bidder orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least fourteen (14) days prior to the date fixed for the receiving of Bids. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective Bidder requesting such interpretations or will be in the form of written Addenda which, if issued, will be sent to all prospective Bidders at the respective addresses furnished for such purpose not later than seven (7) days prior to the date fixed for the receiving of Bids. All Addenda so issued shall become part of the Contract documents.
20. All Contractors will maintain insurance to protect Stafford County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operation be by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law.

The insurance requirements are as follows:

The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guests, third parties or otherwise, incident to or resulting from any and all operations performed by Contractor under the terms of this Contract.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability in the amount of the limit required by Umbrella Excess Liability coverage, as specified below and including the following extensions:
 - (1) Personal Injury Liability Coverage
 - (2) Contractual Liability to cover the Contractor's indemnification obligations as
 - (3) Broad Form Property Damage, including Completed Operations

- 4.. Business Automobile Liability Insurance in the amount required by the Umbrella Excess Liability coverage, as specified below, and which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance, or use of any motor vehicle, including the loading and unloading thereof.
5. Umbrella Excess Liability in the amount of \$5,000,000.

Prior to commencement of operations under the Contract, the Contractor shall furnish the County proof of insurance by the Accord Format for Certificates, or equal, signed by the authorized representative(s) of the insurer(s) and made out to the County. Certificate(s) shall include the insurer(s), policy number(s), policy expiration date(s), and limits of liabilities in effect. All policies and certificates shall provide for thirty (30) days written notice to the County prior to cancellation thereof.

6. Additional Insured: The Stafford County Board of Supervisors, County Administrator, its officers, agents, employees, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.

21. Faith-Based Clause

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

22. References

The Owner reserves the right to check any and all references and shall consider any information received in the evaluation of the Bids.

The Contractor shall attach a list of references to this Bid that shall include the name, address, and telephone number of a contact person for all other companies and/or municipalities that the Contractor is currently performing, or has recently performed, similar services for.

Failure to comply may result in the Bid being deemed non-responsive and subject to disqualification.

23. Provision of Bid Withdrawal

- A. The Bidder of this project may, under certain circumstances, withdraw his Bid from consideration in accordance with Section 2.2-4330, Code of Virginia.

- B. Pursuant to Code Section 2.2-4330, Code of Virginia (2003), as amended, the Owner has elected to use the procedure for Bid withdrawal numbered one (1), which reads as follows:

“The Bidder must give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure.”

- C. The above-referenced Code Section contains provisions that allow prosecution of any bidder who fraudulently withdraws or attempts to withdraw a Bid under this Code Section.

24. Opening of Bids

- A. Bids will be opened at the time and place designated in the advertisement for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids shall be accepted thereafter.
- B. At the time for opening of Bids, their contents will be made public for the information of Vendors and others properly interested who may be present, either in person or by representatives.
- C. The Owner reserves the right to reject any Bid or all Bids and to waive informalities and to accept such Bids as are best suited to the interests of the Owner. The Owner reserves the right to award all or any part of this Bid to any one Vendor. In making an award, the Owner will take into consideration the facilities and technical experience of the Vendor.

25. Use of Contract by Other Government Entities

Bidders are advised that all resultant Contracts will be extended, **with the authorization of the Bidder**, to Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction of political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County of Stafford acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a Contract to any jurisdiction will have no effect on consideration of you Bid/Proposal.

It is the responsibility of the awarded Vendor to notify the jurisdictions and political subdivision of the availability of the Contract.

The County of Stafford shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

26. Right to Negotiate

The Owner reserves the right to waive informalities, and to reject any and all Bids. If the Bid from the lowest responsible Bidder exceeds available funds, the Owner reserves the right to negotiate with the apparent low Bidder to obtain a Contract price within available funds.

27. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County of Stafford and its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

28. Safety

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

29. Notice of Required Disability Legislation Compliance

Stafford County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

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

incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

30. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by Stafford County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

31. Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

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, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

32. Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

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

33. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in it Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

34. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

35. The Contents of the Bid submitted by the successful Bidder and the Bid Specifications shall become a part of any Contract awarded as a result of these specifications. The successful

vendor will be expected to sign a “Standard Contract for Services” with the Stafford County Board of Supervisors. Additional terms and provisions will be included in the Contract.

36. Subcontractors

Bidders shall include a list of all Subcontractors in their Bid. Bids shall also include a statement of each Subcontractor’s qualifications. The County reserves the right to reject the successful firm’s selection of Subcontractors.

37. Exemption from Taxes

Stafford County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County’s tax exempt status will be furnished on request.

38. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Director of Utilities.

39. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

40. Debarment

By submitting a Bid, the Bidder is certifying that he is not currently debarred by the County. The County’s debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

41. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/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 Proposal or as soon thereafter as it appears that such a benefit will be received. 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.

42. Immigration Reform and Control Act of 1986

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

43. The Contents of the Bid submitted by the successful Bidder and the Bid Specifications shall become a part of any Contract awarded as a result of these specifications. The successful vendor will be expected to sign a “Standard Contract for Services” with the Stafford County Board of Supervisors. Additional terms and provisions will be included in the Contract.

44. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

45. W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

46. Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the County Administrator.

**SWIMMING POOL RESURFACING AND REPAIR OF WOODLANDS POOL FOR
STAFFORD COUNTY DEPARTMENT OF PARKS, RECREATION AND
COMMUNITY FACILITIES**

GENERAL SPECIFICATIONS

BID #729152

1. PURPOSE

Stafford County is requesting Bids to resurface and repair Woodlands Pool. The contractor shall furnish all equipment, material and labor to complete this work.

2. LOCATION

Woodlands Pool is located at 2 Northampton Blvd., Stafford, VA 22554.

3. GENERAL DESCRIPTION OF RELATED WORK

The work shall include, but not limited to the following:

- a. Pumping down and cleaning out water and debris in the pool
- b. Plumbing pressure test of pool vacuum, supply and return lines
- c. Removal of all unbonded old plaster and surfacing material where new whitecoat is to be installed
- d. Preparing the existing pool surface for the application of exposed aggregate surface
- e. Removal and replacement of two expansion joints; Main pool joint approximately – 84 feet and Lagoon joint approximately – 12 feet
- f. Removal and replacement of expansion joint tiling
- g. Removal and replacement of waterline tiles in Lagoon including depth markers in lagoon for 2' and 3' on two sides of the lagoon
- h. Removal and replacement of 16 handicap railing anchors, 1.9" bronze
- i. Provide removal of 25 meter racing lanes and wall targets tiles
- j. Removal and replacement of 25 yard racing lanes and wall targets tiles
- k. Application of Marquis – Quartz plaster with a minimum of 3/8" of an inch of new material
- l. Replacement of four (4) – 9x9 VGB approved main drain frames
- m. Contractor shall be responsible for proper curing of plaster and refilling of pool
- n. Contractor is responsible for obtaining all necessary permits from the County of Stafford

o. Pool Dimensions:

Main Pool Design Data

Pool Perimeter: 314 Lin Feet
Surface Area: 6171 sq ft
Volume 248,000gal

Lagoon Design Data

Pool Perimeter: 125 Lin Feet
Surface Area: 850 Sq Ft
Pool Volume: 9,000gal

Total Pool Design Data

Pool Perimeter: 439 Lin Feet
Surface Area: 6,991 Sq Ft
Pool Volume: 257,000gal

4. SCOPE OF WORK

- A. The Contractor is to drain pool at the direction of Parks, Recreation and Community Facilities (PRCF) personnel prior to the commencement of work.
- B. Plumbing Pressure Test- Results will be used for PRCF staff as a basis for additional work as necessary
- C. Additional replacements or repairs may be determined upon drainage of the pool and costs assessed by the Contractor at that time. The scope of such work may include, but not limited to, the following; damaged return lines, suction lines and vacuum lines
- D. Ceramic Tile

1. Lagoon water line tile:

- a. Waterline tile shall of unglazed ceramic tile. Tile shall be an Unglazed Ceramic Mosaic “Standard Grade” porcelain unit 6” cushion edge. Tile shall conform to ANSI A 137.1, Section 6. Water absorption not to exceed .5%. Color will be selected by owner.
- b. Tile shall be certified by the Tile Council of America (TCA) to be equal to or in excess of Standard Grade Requirements of ANSI A-197. Grouting and setting materials shall be standard materials as listed in TCA publications.
- c. License and formula identification shall be indicated on each container. All materials shall be obtained from a single source in order to minimize variations in appearance and quality.
- d. Shall include installation of two 2’ and two 3’ depth markers on both sides of lagoon.

2. Racing Lanes and Target Tile (lap pool):

- a. Removal of eight (8) - 25 meter racing lanes and wall targets tiles.
- b. Removal and replacement of eight (8)- 25 yard racing lanes and wall targets tiles
- c. End wall targets, racing lane markers shall be of unglazed non-slip ceramic tile. Tile shall be an Unglazed Ceramic Mosaic “Standard Grade” porcelain unit, 2” x 2” cushion edge. Tile shall conform to ANSI A 137.1, Section 6. Water absorption not to exceed 0.5 percent. Not less than 25 percent of the floor tiles shall be non-slip type containing 7.5 percent abrasive grain by weight. Color will be selected by owner.
- d. Tile shall be certified by the Tile Council of America (TCA) to be equal to or in excess of Standard Grade Requirements of ANSI A-197. Grouting and setting materials shall be standard materials as listed in TCA publications.
- e. License and formula identification shall be indicated on each container. All materials shall be obtained from a single source in order to minimize variations in appearance and quality.

3. Expansion Joint Tile

Expansion joint tile shall be of glazed, frost proof ceramic tile. Tile shall be glazed; slip resistant Ceramic Mosaic “Standard Grade” porcelain units 2” x 2” cushion edge. Color will be selected by owner.

4. Interior Plaster Pool Finish

- a. After removal of the existing plaster and tile finishes the interior surfaces of the pool shall be thoroughly cleaned of dust, oil, paint and other loose material or foreign matter before application of any finish product.
- b. All surfaces adjacent to the new finish shall be prepared to accept a minimum of 3/8” thickness of the new plaster finish.
- c. Interior surfaces shall receive a plaster finish coat of “Marquis – Quartz.” This is a pool plaster manufactured from a base aggregate. This coat shall be no less than 3/8in or more than 1/2’ thick and shall be trowelled to a smooth, dense, impervious surface exercising extreme care to avoid stains. Should the elevation of the surfaces of pool shell require adjustment, make adjustments with an approved truing coat.
- d. Marquis-Quartz should not be installed if temperature is below 50 degrees
- e. Provide Marquis – Quartz finish
 - Oyster Quartz
- f. The “Marquis” interior finish shall be applied by mechanics having at least three (3) years’ experience in the application of this finish to swimming pool interiors. Written proof of the mechanics experience shall be provided to County staff as well as a list of pools over five (5) years old in which the

original “Marquis – Quartz” finish has not required maintenance other than a yearly cleaning.

- g. The proportions of the interior coating shall be as follows per the manufacturer instructions. The following proportions shall be for Marcite when used as an accepted alternate:
 - i. 50 pounds of 14 mesh white marble aggregate
 - ii. 50 pounds of 20 mesh white aggregate
 - iii. 50 pounds of white medusa (or equal) cement
 - iv. 1 pound of diatomaceous earth equal to Johns-Manville Celite
- h. The plaster finish shall not be applied until:
 - i. Water for filling the pool uninterruptedly will be available immediately upon completion of the “Marquis – Quartz” application.
 - ii. After finish coats have dried sufficiently, pool shall be gradually filled with water. Water flow shall be continuous and water shall not be allowed to jet or drip on finished surface. Walls shall be kept continuously wet while pool is being filled.

5. Lap Pool Perimeter

- a. Place a non-ferrous, non-shrink grout between the pool wall and the gutter trough to ensure a watertight seal around the entire pool perimeter
- b. After the grouting has cured, a continuous bead of a one-part polysulfide caulk rated for continuous submersion, 3-M weather ban or approved equal, shall be installed between the bottom of the stainless steel gutting and grouting.

6. Execution

The swimming pool work is to be constructed under this section is to be the product of competent, experienced management, workman and crews. The finished product, its progress, execution, and timely completion are to be carried out in accordance with the best established practice of the trade.

- a. Pool subcontractors shall assume complete responsibility for the quality and performance of the pool and their individual components.
- b. Proof of conformance with best established practices of the trade shall rest with the pool subcontractor.
- c. Unacceptable work, work not in accordance with approved shop drawings, shall be removed, repaired, altered and/or replaced with work and/or products that are acceptable and approved. The cost of such repair, replacement or removal is the responsibility of the pool subcontractor. The County must approve the method of repair or replacement.

- d. Contractor shall provide submittals of materials to be used in repair work. These submittals shall be reviewed and approved by the County.
7. The Contractor is responsible for keeping the hydrostatic lines pumped out during the drainage of the pool and all subsequent work periods. The contractor is responsible for removal of all hydrostatic line plugs, and taking appropriate measure to insure that the pool shell does not heave during the course of work, and shall be responsible for all damage contractor my cause.
8. All work shall start no later than September 9, 2015 and have a completion date of NO LATER THAN October 1, 2015.
9. In the even the Contractor does not totally complete this project within the Contract Time, liquidated damages shall be assessed at the following rate; one thousand dollars (\$1,000) per day for each calendar day the Contract work remains uncompleted.
10. Contractor shall provide written warranties for all workmanship and material.

**SWIMMING POOL RESURFACING AND REPAIR OF WOODLANDS POOL FOR
STAFFORD COUNTY DEPARTMENT OF PARKS, RECREATION AND
COMMUNITY FACILITIES**

BID QUOTATION SHEET

BID #729152

Total Amount for Scope of Work \$_____ each

Warranty: _____

Completion Date: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Name and Title of Person Submitting Bid: _____

Print: _____

Signature: _____

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, orders and regulations, required Stafford County Public Schools to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred fifty (250) employees;
- (b) gross annual income does not exceed ten (\$10) million dollars;
- (c) is independently owned and operated (not subsidiary of another firm).

2. Minority Business:

A business entity, which is operated and controlled by a minority.

- (a) The terms “operated and controlled” shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sold proprietorship in which minority persons collectively own, operate, control and share in earnings of fifty-one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black; Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Natives; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: YES _____ NO _____
Small Business Firm: YES _____ NO _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE NUMBER (OFFICE): _____

**STAFFORD COUNTY
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this ____ day of _____, 20__, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean _____. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term "Contractor" shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. Provision of Services.

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

(b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his/her designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective

date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Office shall determine to be due under this clause, the Contractor may dispute any claim in writing to the County Administrator or his/her designee in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or

provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services for six months which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in the amount and form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order.

Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. **Warranties.**

14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the

County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. Disputes.

Any dispute concerning a question of fact as a result of this Contract shall be decided by the County Administrator, or his/her designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or his/her designee, shall be final and conclusive unless the Contractor appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia § 2.2-4364 (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or his/her designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

16. Nondiscrimination.

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 occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[] 17. **Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or

possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

County Representative

Title

Contractor or Duly Authorized
Representative

Title