

BID FORM
July 25, 2022

Town of Purcellville
221 South Nursery Avenue
Purcellville, VA 20132

Attention: Dale E. Lehnig, Director of Engineering, Planning & Development

Title: Sealed Bid – Town of Purcellville Police Station Renovation

Reference: IFB #PD-2022-10

Ladies and Gentlemen:

We have received and examined the Bid Document concerning the subject Works for the Town of Purcellville Police Station Renovation Project in the Town of Purcellville, VA. We have made all the necessary inquiries concerning the Works and have familiarized ourselves with the above-mentioned documents.

We confirm that we have visited the site of the Works and that we have examined all documents necessary for the proper performance of the contract. We confirm that we are fully capable and ready to provide all required Works/Services as presented in the Bid Documents within the specified time frame.

We have examined all sections of the Bid Documents and Addenda for the Town of Purcellville Police Station Renovation in the Town of Purcellville, VA. We, the undersigned, hereby offer to provide all Works/Services covered in the Bid Documents for the total sum of US Dollars as indicated below and in Exhibit B:

Total Base Bid (Items 1 – 7):

One Million Two Hundred Seventy Two Thousand Fourteen Dollars	(\$1,272,014.00)
(in words)	(in numbers)

We agree to the conditions stated in the documents cited above, and we hereby submit the required Proposal in accordance with the Instructions to Bidders.

We agree to furnish all designs, material, labor, and supervision necessary to complete the Works in accordance with the Bid Documents, Plans/Drawings and Specifications.

Enclosed herewith, for your consideration, are Schedule of Prices & Rates, Bid Bond and other attachments, which, by this reference, are incorporated herein to form part of this Bid.

If awarded the Contract, we shall commence the work within seven (7) calendar days of the issuance of the Notice to Proceed and will complete the work described in the Contract under "Completion of Work".

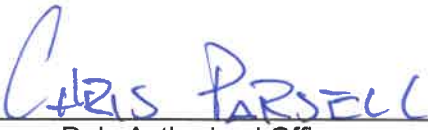


We agree to abide by this Proposal for ninety (90) days from the IFB closing date.
We understand that the Town of Purcellville the right within its sole discretion to accept
or reject all or any part of this Bid, for any reason(s) whatsoever.

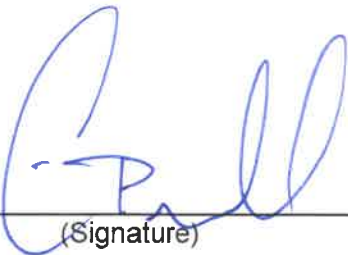
Sincerely,

Contour Construction

By:



Duly Authorized Officer


(Signature)

Date: July 25, 2022



EXHIBIT B

SCHEDULE OF PRICES & RATES

Time for Completion of Base Bid Work – Town of Purcellville Police Station Renovation in the Town of Purcellville, VA. Contractor shall commence work on site within seven (7) consecutive calendar days after receipt of Notice to Proceed, to achieve substantial completion within 240 calendar days after Notice to Proceed, and to achieve final completion within 270 calendar days after Notice to Proceed.

Liquidated Damages:

The Contractor shall pay the Owner **\$350.00** per calendar day in liquidated damages if the actual completion date of the work extends beyond the “Time of Completion of Base Bid Work” date specified in the Contract due to any act, error, omission, Works/Services timetable miscalculation, failure to adequately plan and/or supervise the project, any applicable failure of Subcontractors and/or any other delay of the Contractor, and/or its Subcontractors, agents or employees. The Owner and Contractor agree that the liquidated damages are not a penalty, the harm of delay is incapable of accurate estimation, and the amount of liquidated damages are reasonable compensation for the harm to the Owner caused by the failure of the Contractor to complete all Works/Services by the agreed upon “Time for Completion of Base Bid Work.” Cost for liquidated damages will be deducted from the sum due to the Contractor prior to final payment.

Unit Price Bid Contract Items:

The BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS, PLANS/DRAWINGS AND SPECIFICATIONS of the Town of Purcellville Police Station Renovation in the Town of Purcellville, VA for the following prices:

- Division 1 - General Requirements: \$227,080.07
- Division 2 - Demolition: \$35,256.90
- Division 3 - Cast-in-place Concrete: \$12,360.00
- Division 5 - Metals: \$6,128.50
- Division 6 - Wood and Plastics: \$21,743.30
- Division 8 - Openings: \$96,435.81
- Division 9 - Finishes: \$183,136.06
- Division 10 - Specialties: \$42,384.50
- Division 12 - Furnishings: \$865.20
- Division 21 - Fire Suppression: \$14,832.00
- Division 22 - Plumbing: \$45,835.00
- Division 23 - Mechanical: \$118,316.10
- Division 26 - Electrical: \$380,852.80
- Division 27 - Communications: \$12,926.50
- Division 28 - Electronic Safety and Security: \$73,861.30

INSTRUCTIONS TO BIDDERS

Sec. 1.0-11

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Appendix A: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Contour Construction, LLC of 7800 Biggs Ford Rd., Unit B2, Frederick, MD 21701 (hereinafter called the "Principal"), and Lexington National Insurance Corporation, a corporation organized and existing under the laws of the State of FL, with its principal office in P.O. Box 6098, Lutherville, MD 21094, and authorized to do business in the Commonwealth of Virginia as a surety (hereinafter called the "Surety"), are held and firmly bound unto TOWN OF PURCELLVILLE (hereinafter called the "Obligee") in the full and just sum which is equal to 5% of the total amount of the Principal's Bid (as that term is defined below), as submitted to the Obligee (such total amount referred to herein as the "Total Bid"), in good and lawful money of the United States of America, to be paid upon demand of the Obligee, for the payment of such sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents. The Total Bid is the aggregate amount (including amounts set forth with respect to any and all Alternates) set forth on the Principal's Bid Form for performance of the work described below, as submitted to and maintained by the Obligee (such Bid Form referred to herein as the "Bid"). The Surety hereby acknowledges and agrees that the Bid shall be deemed to be incorporated by reference in this Bid Bond to the same extent as if set forth fully herein.

WHEREAS, the Principal intends to submit, or has submitted to the Obligee, a Bid for the Principal to perform work for the Obligee, designated as:

Town of Purcellville Police Station Renovation in the Town of Purcellville, VA
(hereinafter called the "Project") and,

WHEREAS, the Principal desires to provide this Bid Bond in lieu of a certified check or cash escrow otherwise required to accompany the Principal's Bid.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, if the Bid be accepted by the Obligee, and if the Principal shall, within ten days after the date of receipt of a written Notice of Award from the Obligee or any agency or department thereof, (i) execute a Contract in accordance with the Bid and upon the terms, conditions and price set forth therein, in the form and manner required by the Obligee, (ii) execute a sufficient and satisfactory Performance Bond in the amount of 100% of the total Contract Sum and a sufficient and satisfactory Payment Bond in the amount of 100% of the total Contract Sum, each payable to the Obligee, in a form and with a surety satisfactory to the Obligee, and (iii) provide the Obligee with copies of all required insurance policies and policy endorsements, then this obligation is to be void; otherwise this obligation shall be and remain in full force and in the event of the failure of any or all of the foregoing requirements to be satisfied within the time period specified above, the Principal immediately shall pay to the Obligee, upon demand, the lesser of: (a) the amount

APPENDICES

Sec. 6.0-2

IFB #PD-2022-10

hereof and (b) the difference between the Bid and the next low bid for the Project, in each case in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bid Bond to be signed and sealed by their duly authorized officers this 14 day of July, 20 22.

(Seal)



Contour Construction, LLC

Principal

By: [Signature]

Name: CHRISTOPHER PARSELL

Title: CEO

Lexington National Insurance Corporation

Surety

By: [Signature]

Attorney-in-Fact (Attach
Copy of Power of Attorney)

Name: Mai-Ling Rodriguez

Title: Attorney-In-Fact

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Laura Scholze, Courtney Judge, Mai-Ling Rodriguez, Brian Whipple, Justin J. Silva

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland 14 day
July, 2022.



Lisa R. Slater, Secretary



Appendix B: Schedule of Work

Work shall be completed as outlined in the Time for Completion of Base Bid Work in Section 1.0, Instructions to Bidders.

Contractor to provide a work schedule in the following format. Provide a work schedule in the selected format.

☐ Bar chart schedule.

☒ Critical path method schedule (CPM).

☐ Cost loaded critical path method schedule.

☐ Cost and resource loaded critical path method schedule.

Task Name
Critical No

Task Mode

ID

Duration
153d

Start
Fri 8/5/22

Finish
Tue 3/7/23

Predecessor/Resource Names

ID	Task Name	Task Mode	Duration	Start	Finish	Predecessor/Resource Names
2	Receive notice to proceed & sign cor 1 day	Task	1 day	Fri 8/5/22	Fri 8/5/22	G.C. General Management
3	Submit bond & insurance document. 1 wk	Task	1 wk	Mon 8/8/22	Fri 8/12/22	G.C. General Management
4	Prepare & submit project schedule 10 days	Task	10 days	Mon 8/8/22	Fri 8/19/22	G.C. Project Management
5	Subcontractor & Vendor Buyout 3 wks	Task	3 wks	Mon 8/8/22	Fri 8/26/22	G.C. General Management
6	Prepare & submit schedule of values 30 days	Task	30 days	Mon 8/29/22	Fri 10/7/22	G.C. General Management
7	Obtain building permits 12 days	Task	12 days	Mon 8/8/22	Tue 8/23/22	G.C. Project Management
9	Submittals & shop drawings 1 wk	Task	1 wk	Mon 8/29/22	Fri 9/2/22	G.C. Project Management
10	O&A approvals 2 wks	Task	2 wks	Mon 9/5/22	Fri 9/16/22	Owner/Architect
11	Order & deliver long lead items - ste 1 wk	Task	1 wk	Mon 9/19/22	Fri 9/30/22	Steel Vendor
12	Order & deliver long lead items - plu 2 wks	Task	2 wks	Mon 9/19/22	Fri 9/30/22	Plumbing Contractor Management
13	Order & deliver long lead items - ele 2 wks	Task	2 wks	Mon 9/19/22	Fri 9/30/22	Electric Contractor Management
14	Order & deliver long lead items - egr 10 wks	Task	10 wks	Mon 9/19/22	Fri 11/25/22	Electric Contractor Management
15	Order & deliver long lead items - hv 2 wks	Task	2 wks	Mon 9/19/22	Fri 9/30/22	HVAC Contractor Management
16	Order & deliver long lead items - mil 3 wks	Task	3 wks	Mon 9/19/22	Fri 10/7/22	Millwork Contractor Management
17	Order & deliver long lead items - 12 wks windows and doors	Task	12 wks	Mon 9/19/22	Fri 12/9/22	Window/Door Contractor Management
18	Order & deliver long lead items - loc 15 wks	Task	15 wks	Mon 9/19/22	Fri 12/30/22	Locker Vendor
20	Set up site office 3 days	Task	3 days	Tue 8/23/22	Thu 8/25/22	G.C. Superintendent
21	Set line & grade benchmarks 3 days	Task	3 days	Fri 8/26/22	Tue 8/30/22	G.C. Survey Crew
22	Prepare site - lay down yard 1 day	Task	1 day	Wed 8/31/22	Wed 8/31/22	G.C. Superintendent
24	Remove interior partitions 5 days	Task	5 days	Fri 8/26/22	Thu 9/1/22	Demolition Contractor
25	Remove existing generator 2 days	Task	2 days	Fri 8/26/22	Mon 8/29/22	Demolition Contractor
26	Remove flooring & ceiling system 5 days	Task	5 days	Fri 9/2/22	Thu 9/8/22	Demolition Contractor
28	Excavate equipment pad to sub-base 2 days	Task	2 days	Wed 8/31/22	Thu 9/1/22	Demolition Contractor
29	Demo slab for plumbing groundwork 3 days	Task	3 days	Fri 9/9/22	Tue 9/13/22	Demolition Contractor
30	Rough-in plumbing groundworks 3 days	Task	3 days	Wed 9/14/22	Fri 9/16/22	Plumbing Contractor
32	Pour equipment pad 1 day	Task	1 day	Fri 9/2/22	Fri 9/2/22	Concrete Contractor
33	Infill slab 2 days	Task	2 days	Mon 9/19/22	Tue 9/20/22	Concrete Contractor
34	Install pipe bollards, patch existing bollards & sidewalk 3 days	Task	3 days	Mon 9/26/22	Wed 9/28/22	Concrete Contractor
36	Rough-in mechanical ductwork 1 wk	Task	1 wk	Mon 10/3/22	Fri 10/7/22	HVAC Contractor
37	Install interior studs & blocking 1 wk	Task	1 wk	Wed 10/12/22	Tue 10/18/22	Drywall Contractor
38	Install Louvers 1 day	Task	1 day	Wed 10/19/22	Wed 10/19/22	Window/Door Contractor
39	Rough-in mechanical air intake 3 days	Task	3 days	Wed 10/19/22	Fri 10/21/22	HVAC Contractor
41	Rough-in plumbing walls 2 wks	Task	2 wks	Wed 10/19/22	Tue 11/1/22	Plumbing Contractor
44	Install interior doors/frames & hard 1 wk	Task	1 wk	Mon 11/21/22	Fri 11/25/22	Finish Carpenter
46	Install generator 1 wk	Task	1 wk	Mon 11/28/22	Fri 12/2/22	Electric Contractor
48	Install window wall aluminum & glas 1 wk	Task	1 wk	Mon 12/12/22	Fri 12/16/22	Window/Door Contractor
49	Install store front doors & hardware 1 wk	Task	1 wk	Mon 12/12/22	Fri 12/16/22	Window/Door Contractor
51	Set rooftop unit 2 days	Task	2 days	Wed 12/21/22	Thu 12/22/22	HVAC Contractor

Task
Split
Milestone

Summary
Project Summary
Inactive Task

Inactive Milestone
Inactive Summary
Manual Task

Duration-only
Manual Summary Rollup
Manual Summary

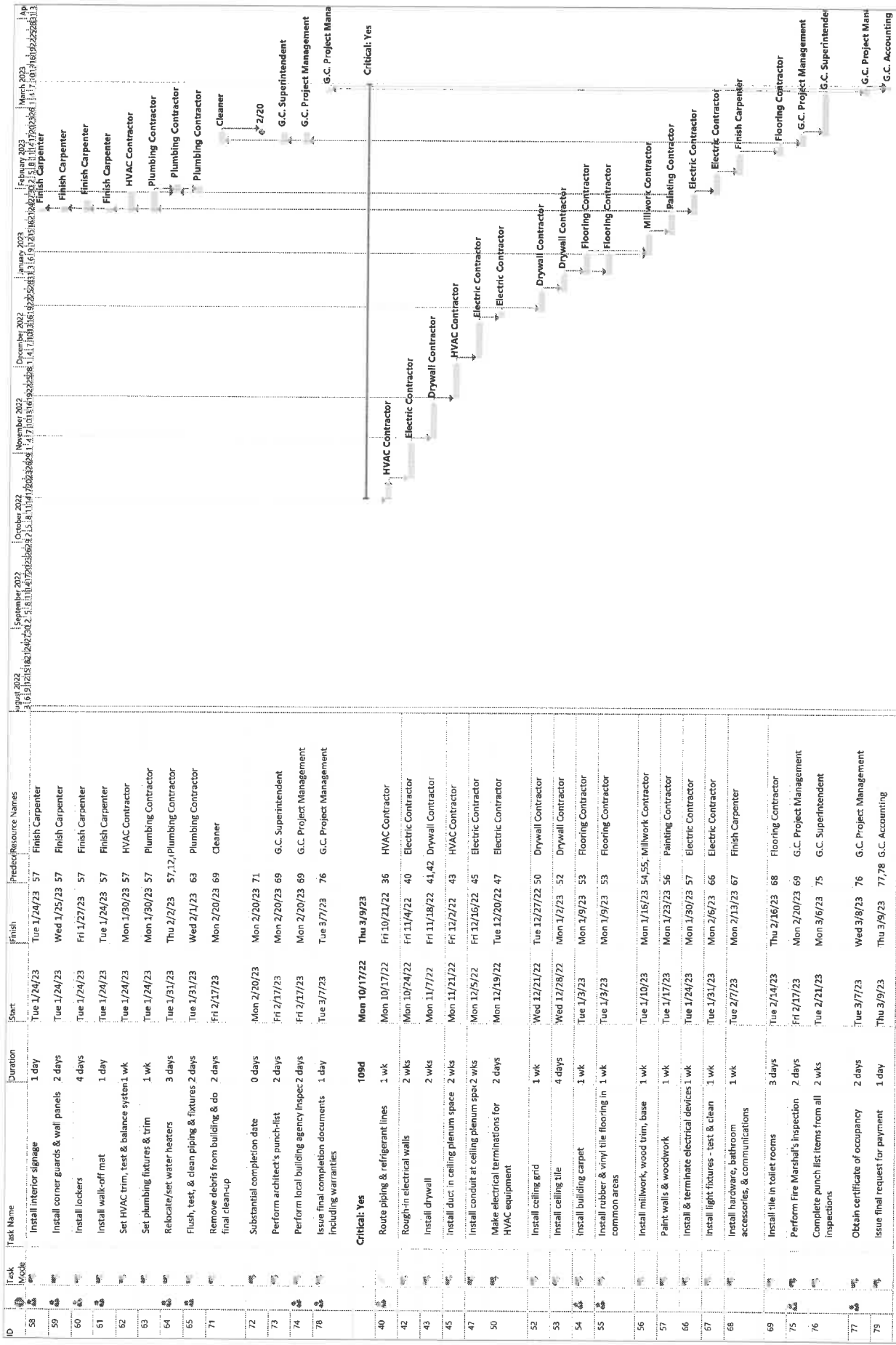
Start-only
Finish-only
External Tasks

External Milestone
Deadline
Progress

Manual Progress

Project: Purcellville Police Station
Date: Mon 7/25/22

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Appendix C: Bidder's References

BIDDERS shall provide references on this form.

1. Firm Name Eat Drink Management Group, LLC
Contact Jason Miller
Title _____
Mailing Address _____
Phone/Email (301) 663-6968 / jason@thewinekitchen.com
2. Firm Name ACTS Retirement Life Communities
Contact David Deisterhoft
Title _____
Mailing Address _____
Phone/Email (410) 970-2033 / david.deisterhoft@actslife.org
3. Firm Name Fawcett Family Ltd Partnership
Contact Kelly Fawcett
Title _____
Mailing Address _____
Phone/Email (703) 628-6139 / kellyvfawcett@gmail.com
4. Firm Name Archive Designs
Contact Bob Cummings
Title _____
Mailing Address _____
Phone/Email (301) 620-2090 / bob@arch-ive.com
5. Firm Name Fitzgerald Realty Group, Inc.
Contact Seamus Fitzgerald
Title _____
Mailing Address _____
Phone/Email (301) 698-1080 / seamus@frg.us

Appendix D: Addendum Acknowledgment

The undersigned Bidder acknowledges receipt of the following Addenda, and any required adjustments have been included in the bid sum:

Addendum No. 1, dated 7/11/22

Addendum No. 2, dated 7/13/22

Addendum No. N/A, dated N/A

Addendum No. N/A, dated N/A

Addendum No. N/A, dated N/A

CONTRACTOR  (sign)

CONTRACTOR CHRIS PARSELL (print)

FIRM NAME Contour Construction

ADDRESS 7800 Biggs Ford Rd., Unit B2

ADDRESS Frederick, MD 21701

Appendix F: Schedule of Proposed Subcontractors

<u>Name</u>	<u>Address</u>	<u>Work to be Performed</u>	<u>Subcontract Value Work to be as a Percentage of Total Contract</u>
● Asbestos Specialists	P.O. Box 368 Linthicum Heights, MD	Demolition	2.7%
● Northstar	5920 Frederick Crossing Ln., Frederick, MD	Concrete	1.0%
● RMG Welding 8901	Gloria Ave., Middletown, MD	Steel Fabrication	0.4%
● Xcel Construction	2310 Minnesota Ave., Washington, D.C.	Carpentry	0.1%
● Apel Woodwork	316 Strawberry Farm Rd., Knox, PA	Millwork	1.5%
● Precision 6295-80	Edsall Rd., Alexandria, VA	Interior Door Vendor	4.1%
● Ridgeline	7006 Wellington Rd., Manassas, VA	Storefront and Films	2.5%
● Can-Am	9590 Lynn Buff Ct., Unit 12, Laurel, MD	Gyp. Board, ACT, Carpentry	9.6%
● Innovate	6925 Golden Ring Rd., Baltimore, MD	Tile and Marble Tile	0.9%
● Premier	4959 New Design Rd., Frederick, MD	Resilient Flooring, Base, Tile Carpet	2.9%
● The Iron Pony	7215 Gateway Ct., Manassas, VA	Painting	1.2%
● Acorn	405 E. Laburnum Ave., Richmond, VA	Signage	0.2%
● Construction Specialities	1100 Wythe St. #26, Alexandria, VA	Corner Guards	0.7%
● MDP	8280 Patuxent Range Rd., Suite A2, Jessup, MD	Toilet Accessories	0.4%
● BFPE	7512 Connelley Dr., Hanover, MD	Fire Protection	0.1%
● VA School Equipment	916 Main St., Suite 451, Lynchburg, VA	Lockers	1.8%
● Eagle Mat	7917 Cessna Ave., Unit G, Gaithersburg, MD	Entry Mat	0.06%
● Fortress	18618 Broken Oak Rd., Boyds, MD	Sprinklers	1.1%
● Vern's	6178 Energy Rd., Bealton, VA	Plumbing	3.5%
● Zagros	1420 Shepard Dr., Sterling, VA	Mechanical	9.0%
● Beckstrom	37277 East Richardson Ln., Purcellville, VA	Electric	29.1%
● Trinity	3750 Centerview Dr., Chantilly, VA	Communications / Electronic Safety	6.6%

The Bidder shall state in the space provided above or on separate sheets the names of all subcontractors he proposes to use together with any details of the nature and the scope of work to be subcontracted including resumes of their key personnel.

Subcontractors proposed by the Bidder to perform any portion of the WORKS are subject to the approval of OWNER meeting the construction document standards, maintaining insurance limits and requirements as noted in the construction Documents.

Upon acceptance of its Bid, Contractor may not change any Subcontractor without the prior written approval of the OWNER.