

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA246-16-B-0340	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	05-6-2016	1 56

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER TBD	5. REQUISITION/PURCHASE REQUEST NUMBER TBD	6. PROJECT NUMBER 652-314
7. ISSUED BY CODE  Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667	8. ADDRESS OFFER TO  Department of Veterans Affairs Network Contracting Office 6 ATTN: Mark Harville Bldg. 507, Rm C1-6 1201 Broad Rock Blvd. Richmond VA 23224	
9. FOR INFORMATION CALL:	a. NAME Sallieann Wilson (Contractor)	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 757-315-3740

#### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Project Title: SCI (Spinal Cord Injury) Enhancement Center

Project Description: The project will provide a new 20,000 SF addition contiguous to the existing SCI Unit located on the first floor of the Richmond VAMC. The first floor addition will provide 21 new single patient rooms, improve continuity of care during emergencies, and allow for improved flow.

See the SCOPE OF WORK, the BID ITEM LIST, the Specifications, and the Drawings for additional descriptions.

NAICS Code: 236220; Small Business Standard Size: \$36.5 Million

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>380</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>52.211-10</u> ).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS  15
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>NO</u> copies to perform the work required are due at the place specified in Item 8 by <u>2:00 PM</u> (hour) local time <u>06-7-2016</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  
Edgewater Construction Services, LLC  
123 Bruton Court, Suite 100  
Chesapeake, VA 23322

15. TELEPHONE NUMBER (Include area code)  
757-410-3166

16. REMITTANCE ADDRESS (Include only if different than Item 14.)  
Same.

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

**AMOUNTS**

Please see the Bid Items list on Page 3 for further details.

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER	1	2								
DATE	6/3/16	6/3/16								

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)  
James Collins, President

20b. SIGNATURE

20c. OFFER DATE

6/7/2016

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 3304(a)

26. ADMINISTERED BY

Department of Veterans Affairs  
Network Contracting Office 6  
1970 Roanoke Boulevard  
Salem VA 23153

27. PAYMENT WILL BE MADE BY

Department of Veterans Affairs  
Financial Services Center  
PO BOX 149971  
Austin TX 78714-9971

PHONE:

FAX:

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

## BID ITEM LIST

SCI Enhancement Center  
Project Number 652-314  
Richmond VAMC

**Note: All items listed are in the correct order of priority**

**BID ITEM I (BASE BID):** GENERAL CONSTRUCTION: The Contractor shall furnish all labor, materials, tools, equipment, transportation, and qualified supervision necessary for the construction of additional patient's room to the VA Medical Center. This work shall include the construction of approximately 20,000 square foot (SF) addition, which includes twenty-one private bedroom/bathroom units, two multidisciplinary stations, one Dayroom and multiple support spaces. The 20,000 SF of new construction will require the strengthening of the existing columns and footings within the footprint of the addition. Work includes general construction, demolition and alterations of existing construction, structural, mechanical, electrical, plumbing, fire protection, hazardous material removal, including a new rooftop unit and emergency generator. Any necessary removal of existing structures and strengthening of existing structural construction must be provided by contractor and any alterations involving connection to the existing building and modification. Work also includes new walks, grading, relocation of existing utilities and site drainage.

The work shall be completed in accordance with the approved schedule. All work, including final cleanup and completion of all punch list items (if any) shall be performed within three hundred eighty (380) calendar days from receipt of the Notice to Precede (NTP)

**BID ITEM I (BASE BID I) \$** 11,698,294 ✓

**BID ITEM II (DEDUCT ALTERNATE 1):** Contractor shall perform all work as described in **BID ITEM I** except **DELETE** the planting and mulch from the courtyard and instead install sod as described on drawings. If selected, the construction time allocated for completion of the work associated with Bid Item II (**Deduct Alternate 1**) is 350 calendar days receipt of the Notice to Precede (NTP).

**BID ITEM II (DEDUCT ALTERNATE 1) \$** 11,663,779 ✓

**BID ITEM III (DEDUCT ALTERNATE 2):** Contractor shall perform all work as described in **BID ITEM II** above, except **DELETE** all scope of work indicated for air cooled chiller and packaged chilled water pumping system as described on drawings (**Listed as Deduct Alternate 1a on the drawings**). All work, including final cleanup and completion of all punch-list items (if any) shall be performed within three hundred fifty (350) calendar days from receipt of the Notice to Proceed

**BID ITEM III (DEDUCT ALTERNATE 2) \$** 11,627,072 ✓

**BID ITEM IV (DEDUCT ALTERNATE 3):** Contractor shall perform all work as described in **BID ITEM III** above, except **DELETE** approximately 450 sf of finished interior space described on drawings. All work, including final cleanup and completion of all punch-list items (if any) shall be performed within three hundred fifty (350) calendar days from receipt of the Notice to Proceed

**BID ITEM IV (DEDUCT ALTERNATE 3) \$** 11,555,928 ✓

**BID ITEM V (DEDUCT ALTERNATE 4):** Contractor shall perform all work as described in **BID ITEM IV** above, except **DELETE** approximately 450 sf of finished interior space as described on drawings. All work, including final cleanup and completion of all punch-list items (if any) shall be performed within three hundred fifty (350) calendar days from receipt of the Notice to Proceed.

**BID ITEM V (DEDUCT ALTERNATE 4) \$** 11,503,965 ✓

**BID ITEM VI (DEDUCT ALTERNATE 5):** Contractor shall perform all work as described in **BID ITEM V** above, except **DELETE** approximately 450 sf of finished interior space as described on drawings. All work, including final cleanup and completion of all punch-list items (if any) shall be performed within three hundred fifty (350) calendar days from receipt of the Notice to Proceed.

**BID ITEM VI (DEDUCT ALTERNATE 5) \$** 11,435,149 ✓

**BID ITEM VII (DEDUCT ALTERNATE 6):** Contractor shall perform all work as described in BID ITEM VI above, except DELETE approximately 1,600 sf of finished interior space as described on drawings. All work, including final cleanup and completion of all punch-list items (if any) shall be performed within three hundred fifty (350) calendar days from receipt of the Notice to Proceed.

**BID ITEM VII (DEDUCT ALTERNATE 6) \$** 11,249,001 ✓

**BID ITEM VIII (DEDUCT ALTERNATE 7):** Contractor shall perform all work as described in BID ITEM VII above, except DELETE approximately 900 sf of finished interior space as described on drawings. All work, including final cleanup and completion of all punch-list items (if any) shall be performed within three hundred fifty (350) calendar days from receipt of the Notice to Proceed.

**BID ITEM VIII (DEDUCT ALTERNATE 7) \$** 11,108,490 ✓

**BID ITEM IX (DEDUCT ALTERNATE 8):** Contractor shall perform all work as described in BID ITEM VIII above, except DELETE approximately 1,650 sf of finished interior space as described on drawings. All work, including final cleanup and completion of all punch-list items (if any) shall be performed within three hundred fifty (350) calendar days from receipt of the Notice to Proceed.

**BID ITEM IX (DEDUCT ALTERNATE 8) \$** 10,402,315 ✓

**BID ITEM X (DEDUCT ALTERNATE 9):** Contractor shall perform all work as described in BID ITEM IX above, except DELETE approximately 2,800 sf of construction from the project as indicated on drawings. All work, including final cleanup and completion of all punch-list items (if any) shall be performed within three hundred fifty (350) calendar days from receipt of the Notice to Proceed.

**BID ITEM X (DEDUCT ALTERNATE 9) \$** 10,230,341 ✓

## NOTICE

1. The Base Bid contains all the project work. Each Bid deduct deletes a portion of the work.
2. It is anticipated that award will be made on Bid Item I (Base Bid) to the lowest responsive and responsible offeror for Bid Item I. However, if the bids exceed the funds available, award will be made on Bid Item II (Deduct Alternate 1) to the lowest responsive and responsible offeror for Bid Item II. Likewise, if the bids exceed the funds available for the Bid Item I (Base Bid) and Bid Item II (Deduct Alternate 1), award will be made on Bid Item III (Deduct Alternate 2) to the lowest responsive and responsible offeror for Bid Item III (Deduct Alternate 2), et cetera.
3. The Bid Items are listed in descending order.
4. Bidders shall affix a price to each bid item. **Failure to do so may render the bid as nonresponsive.**
5. Prices for each Bid Deduct Alternate shall be expressed as the total price for the entire project at the Deduct Alternate level and NOT the dollar amount to be deducted from the price for the Bid Item above. For example, price the Deduct Alternate as a whole value, such as \$425,000.00 in lieu of a negative value, such as -\$25,320.00.

**BID BOND**

(See instruction on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

June 6, 2016

OMB NO.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Edgewater Construction Services, LLC

123 Bruton Court, Suite 100

Chesapeake, VA 23322

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL☐ PARTNERSHIP☐ JOINT VENTURE☒ CORPORATION

STATE OF INCORPORATION

VA

SURETY(IES) (Name and business address)

United States Surety Company

20 W. Aylesbury Road

Timonium, MD 21093

**PENAL SUM OF BOND**

PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
20%				

**BID IDENTIFICATION**

BID DATE	INVITATION NO.
June 6, 2016	VA246-16-B-0340
FOR (Construction, Supplies, or Services)	SCI (Spinal Cord Injury) Enhancement Center

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

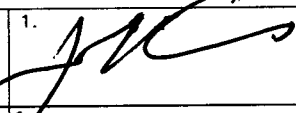
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Edgewater Construction Services, LLC

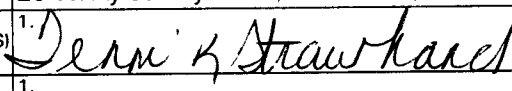
**PRINCIPAL**

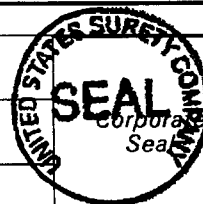
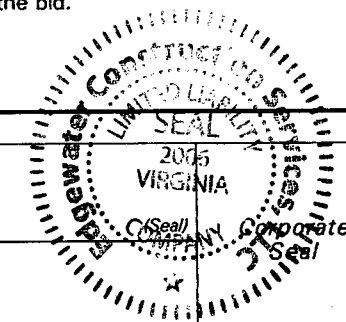
SIGNATURE(S)	1. 	2. (Seal)	3. (Seal)
NAME(S) & TITLE(S) (Typed)	1. James Collins, P.E., LEED GA President	2.	3.

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	United States Surety Company 20 W. Aylesbury Road, Timonium, MD 21093	STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1. 	MD	
	NAME(S) & TITLE(S) (Typed)	1. Terri K. Strawhand Attorney-in-Fact	2.	





## POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Terri K. Strawhand**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: Bid Bond Amount of Bond: See Bond Form  
Principal: Edgewater Construction Services, LLC  
Obligee: Department of Veterans Affairs

This Power of Attorney shall expire without further action on December 20<sup>th</sup>, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-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 behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements 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 and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

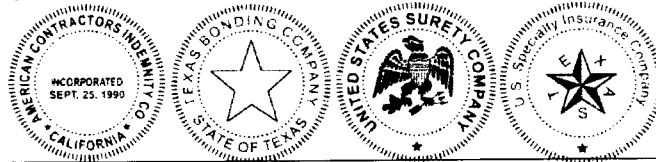
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles SS:



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1<sup>st</sup> day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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 authorized 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 PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

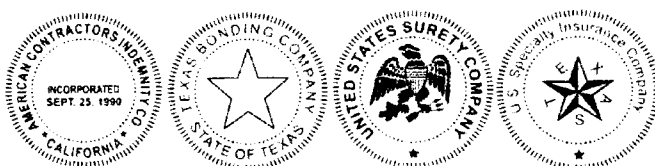
(seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, 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 seals of said Companies at Los Angeles, California this 6<sup>th</sup> day of June, 2016.

Corporate Seals



Michael Chalekson, Assistant Secretary

HCCSPOACONSOLEBONDSP2015 04



# TOWNE INSURANCE

June 3, 2016

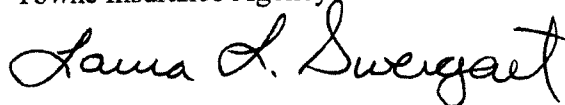
To Whom It May Concern:

This is to certify that our company currently insures the above referenced contractor and their Experience Modification Rate (EMR) for the current year is as follows:

Year	EMR
<u>2016</u>	<u>.82</u>

Sincerely,

Towne Insurance Agency, LLC



Laura L. Sweigart, AIAM, AISM  
Commercial Lines Account Manager

# TOWNE INSURANCE

April 27, 2015

To Whom It May Concern:

This is to certify that our company currently insures the above referenced contractor and their Experience Modification Rate (EMR) for the current year is as follows:

Year	EMR
<u>2015</u>	<u>.88</u>

Sincerely,

Towne Insurance Agency, LLC



Laura L. Sweigart, AIAM, AISM  
Commercial Lines Account Manager

# TOWNE INSURANCE

June 11, 2014

To Whom It May Concern:

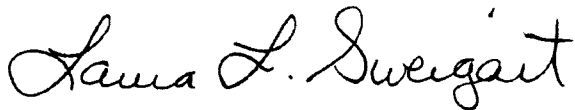
This is to certify that our company currently insures the above referenced contractor and their Experience Modification Rate (EMR) for the current year is as follows:

Year	EMR
------	-----

<u>2014</u>	<u>.91</u>
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Sincerely,

Towne Insurance Agency, LLC



Laura L. Sweigart, AISM  
Commercial Lines Account Manager



November 22, 2013

To whom it may concern:

As the agent for Edgewater Construction Services LLC, this is to confirm that the following is their Workers Compensation Experience Modification history :

<u>Policy Term</u>	<u>Interstate Mod</u>
2013	.94
2012	.95
2011	.96
2010	.96

If you have any questions or need additional information, please contact me at Rutherford, 757-333-3800.

Sincerely,

Akiya Okine  
Account Manager