

**HORIZON OPPORTUNITIES, INC'S,
REQUEST FOR PRE-QUALIFICATION SUBMITTALS FROM
QUALIFIED VIRGINIA CLASS A CONTRACTORS
FOR THE RENOVATION OF
FACILITY LOCATED AT
1204 FENWICK DRIVE, LYNCHBURG VA**

Horizon Opportunities, Inc. (the "Owner") intends to contract with a qualified Virginia Class A contractor to provide construction services, materials and equipment (the "Work") to comply with professionally prepared Plans and Specifications for the rehabilitation of a building located at 1204 Fenwick Drive, Lynchburg, Virginia 24502 (the "Project"). The completed facility will be used as a crisis receiving center under the Owner's lease with Horizon Behavior Health.

The Owner requests any qualified Virginia Class A contractor ("Contractor") interested in submitting a competitive, sealed bid ("Bid") for the Project to submit for the Owner's prior review and approval a Pre-Qualification Submittal ("PQS") consistent with the terms set forth herein.

1. PROJECT SCOPE

The Project for which a PQS is required involves a substantial renovation of the existing facility situated at 1204 Fenwick Dr in Lynchburg, VA. Originally used as a racquetball and tennis facility, the building currently serves as office space. Despite the office space transformation, the 2-story racquetball court volumes remain within the building's structure, concealed by renovated surfaces defining the office space.

The existing facility features a 2-story rectangular form, with the western 2/3 characterized by CMU bearing walls, interior steel columns, steel bar joists, plywood floor decking, and a low-slope EPDM roof over steel deck. The eastern 1/3 comprises an open Pre-Engineered Metal Building (PEMB) with a high bay gable roof line, formerly housing indoor tennis courts.

The existing facility is clad with a single skin metal building panel, insulated with PEMB insulation liner system for the PEMB and minimal rigid insulation on the interior face of the CMU portion of the building. The renovation consists of replacing the entire building cladding with insulated metal panels to meet current energy code requirements. The PEMB will be reduced in length by 2 bays, approximately 45' to provide a courtyard defined on two sides by existing retaining walls, and new construction on the other two sides.

The existing building is integrated into the site's slope, descending from the north side just below the 2nd floor elevation to the south side, where the grade aligns with the 1st floor elevation. The project includes excavating down to the footing along portions of the 1st-floor retaining wall, addressing moisture intrusion issues, re-waterproofing the retaining/foundation wall, and replacing foundation drains.

To accommodate the new building program, a change of use is necessary. The existing use is assumed to be Business, while the proposed Occupancy and Use Group is a non-separated mixed-use of Business and Residential R-4. The new program for Horizon Behavioral Health will include a 23hr crisis receiving center as well as longer term residential crisis stabilization unit with 16 individual sleeping rooms.

Demolition notes, floor plans, reflected ceiling plans, and exterior elevations for the Project are included in **Attachment A**.

2. Any Contractor interested in submitting a Bid for the Project shall first submit a sealed pre-qualification submittal (“PQS”) by February 16, 2024 (“Due Date”). An original and two copies of the PQS shall be delivered to the following address by the Due Date.

Horizon Behavioral Health
Procurement Department
2241 Langhorne Rd
Lynchburg, VA 24501

3. PQSs deemed acceptable will be accepted by announcement to the Contractors on or before February 29, 2024 .
4. An Invitation to Bid shall be issued to the Contractors seeking a Bid for the Project.
5. The Project is planned to begin in April 2024 and be substantially complete by June 2025.
6. Contractors must meet the following minimum requirements:
 - a. The ability to provide payment and performance bonds for the Project equal to the submitted Bid amount.
 - b. The ability to provide the insurance set forth in **Exhibit 1** to be evidenced by a letter from an insurance company licensed to do business in the Commonwealth of Virginia confirming the Contractor’s ability to provide the required coverage.
 - c. Successful completion in the last ten (10) years of at least three (3) similar projects to be described in **Exhibit 3**.
 - d. No officer, director, or owner has been convicted of a felony or a crime involving moral turpitude.
 - e. The Contractor has not been debarred by any federal state, or local public body.
7. The Contractor shall disclose in **Exhibit 2**
 - a. The name of the court or arbitration venue, the name of the opposing parties, thenature of the disputes involved, and the ultimate outcome of all litigation or

arbitration proceedings that the Contractor, or any of its officers, directors, or owners, has been a named party in over the last five (5) years.

- b. The name of the owner of all projects on which Contractor paid liquidated damages over the last five (5) years.
 - c. The name of the owner of all projects on which the Owner terminated the Contractor for cause or convenience in the last ten (10) years.
 - d. Any findings in the last ten (10) years that the Contractor (i) violated the regulations of the Department of Professional and Occupational Regulation, or (ii) engaged in a serious, willful or repeated violation of the safety regulations of the Virginia Department of Labor and Industry.
 - e. Any instance in the last ten (10) years where Contractor's surety had to pay any performance or payment bond claims asserted on a Contractor project.
8. The Contractor shall confirm in **Exhibit 2** that it satisfies the minimum standards set forth in Paragraph 6.
 9. The Contractor shall attach to its PQS resumes for the employees it intends to act as the project manager, superintendent, and safety officer for the Project with the understanding and agreement that they will not be replaced during the Project except for causes preventing their continued performance beyond the Contractor's reasonable control.
 10. The Owner shall objectively evaluate the PQS to confirm (a) that the Contractor satisfies the minimum requirements set forth in Paragraph 6, (b) that the disclosures do not demonstrate prior difficulties in advancing construction projects safely to completion in a timely manner, consistent with law, and without the assertion of claims found to be meritless; and (c) that the project manager, superintendent, and safety officer have sufficient experience to manage the Project.

EXHIBIT 1

INSURANCE REQUIREMENTS

The following minimum limits are required of Contractor:

1. Workers' Compensation:
 - a. State: Statutory Amount
 - b. Employer's Liability
 - i. \$5,000,000 Each accident
 - ii. \$5,000,000 Disease, Policy limit
 - iii. \$5,000,000 Disease, Each Employee
 - c. Benefits required by union labor contracts: As applicable
2. Commercial General Liability insurance for all major divisions of coverage including Premises, Property and Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Bodily Injury and Property Damage; Personal Injury with employee exclusion deleted; Contractual liability obligations (hold harmless coverage):
 - a. Bodily Injury and Property Damage: \$5,000,000 Combined Single Limit.
 - b. Products and Completed Operations Insurance shall be maintained for a minimum period of five (5) year(s) after final payment and the Contractor shall continue to provide evidence of such coverage to the owner on an annual basis during the aforementioned period.
 - c. Property Damage Liability Insurance shall include coverage for the following hazards:
 - i. X (Explosion)
 - ii. C (Collapse)
 - iii. U (Underground)
 - d. Personal Injury (with Employment Exclusion deleted, if applicable): \$5,000,000 Combined Single Limit.
 - e. Contractual Liability Obligations (Hold Harmless Coverage): \$5,000,000 Combined Single Limit.
 - f. If the Commercial General Liability policy includes a General Aggregate, such General Aggregate shall be not less than \$10,000,000. Policy shall be endorsed to have General Aggregate apply to this Project only.
3. Umbrella Excess Liability: \$10,000,000 over primary insurance. Excess Liability applies to General Liability, Automobile and Employer's Liability.
4. Automobile Liability (owned, non-owned, hired): Bodily Injury/Property Damage: \$2,000,000 Combined Single Limit
5. **Builder's Risk:** Builder's Risk Insurance shall be in an amount equal to 100% of the completed value of the project value less any non-recurring expenses such as A&E fees, Site work, etc. The policy shall provide Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, flood, earthquake, collapse, vandalism/malicious

mischief, and theft, including theft of materials) for anything that will be a part of the completed project whether or not attached to any structure at the time of the loss. The policy must include any architects' and engineers' fees necessary to provide copies of plans, specifications, and supervision of work for the repair and/or replacement of property damage caused by a covered peril. The policy must include the Owner as a Named Insured with the Contractor as an additional insured.

6. The insurance policies shall include or be endorsed to include the following provisions:
 - a. HBH, its officers/officials, employees, agents and volunteers shall be endorsed as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
 - b. The contractor/vendor shall send an **actual copy of the policy endorsement document** from the insurance carrier that provides this coverage (ISO Form CG20100704 or similar); **OR**, send an **actual copy of the policy endorsement** that provides blanket additional insured coverage when required by a written agreement (ISO Form CG20331001 or similar), to: Horizon Procurement, 2241 Langhorne Road, Lynchburg, VA 24501.
 - c. In addition to #6.b above, the contractor/vendor shall provide HBH with a certificate of insurance with applicable endorsements affecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by HBH within 5 days of notice of intent to award. Please state ability to comply _____.
 - d. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and HBH shall not be required to participate therewith.
 - e. The contractor/vendor shall agree to provide HBH with 30 days' written notice of any cancellation of or reduction in the required coverages.
 - f. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by HBH shall be excess of the contractors/vendors insurance and shall not contribute therewith.
 - g. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to HBH.
 - h. All rights of subrogation against HBH shall be waived.
 - i. All coverages for subcontractors of the contractors/vendors, if any, shall be subject to all of the requirements stated herein.

EXHIBIT 2

PRE-QUALIFICATION SUBMITTAL

1. Provided below is/are the name(s) of the court or arbitration venue, the name(s) of the opposing parties, the nature of the disputes involved, and the ultimate outcome of all litigation or arbitration proceedings that the Contractor, or any of its officers, directors, or owners, has been a named party in over the last five (5) years.

2. Provided below is/are the name(s) of the owner of all projects on which Contractor paid liquidated damages over the last five (5) years.

3. The name of the owner of all projects on which the Owner terminated the Contractor for cause or convenience in the last ten (10) years.

4. Provided below is a disclosure of any findings in the last ten (10) years that the Contractor (i) violated the regulations of the Department of Professional and Occupational Regulation, or (ii) engaged in a serious, willful, or repeated violation of the safety regulations of the Virginia Department of Labor and Industry.

5. Provided below are any instance(s) in the last ten (10) years where Contractor's surety had to pay any performance or payment bond claims asserted on a Contractor project.

On behalf of _____, I certify, as an officer of the company, that _____ satisfies the minimum requirements set forth in Paragraph 6 of the Requests for Pre-Qualification Submittal and that the disclosures set forth in this Exhibit 2 are complete and true.

By _____

Its _____

EXHIBIT 3

Complete a separate form for each project.

To demonstrate the Project experience requirements, furnish the information requested below for at least three (3) similar projects completed in the last ten (10) years as required by Paragraph 6 section c. of the Requests for Pre-Qualification Submittal. It is the responsibility of the Contractor to confirm all contact information requested below and to notify references that they may be contacted by the Owner:

Project Overview and Description

A. **Name of the project** _____

Year completed _____

B. **Project Owner and Client Name** _____

C. **Project Location:**

Identify owner jurisdiction and describe key features of project location (e.g. established development vs. greenfield area, downtown urban-core, crossing of or proximity to natural features and/or large infrastructure/utilities, property impacts).

D. Contract Amount and Project Schedule

a. Contract Amount

Initial Contract Value: _____

Final Contract Value: _____

b. Project Schedule

Start date: _____

Original contract substantial completion date: _____

Extended contract substantial completion date: _____

Actual substantial completion date of the Project: _____

If project is not completed, what is percent completion to date? _____

- E. Description of project and specific relevance to this project. At minimum, include:**
- a. **Project Type: Type of project and functional purpose:**

- b. **Project Technical Details:**

- F. Firm's Role/ Contract Scope of Work:**

- a. **Responding firm's role and contract Scope of Work (incl. percent of work performed):**

- b. **Did you have any Joint Venture partners for your contract scope?
If so, name firm(s) and indicate percent of work performed by each:**

- c. **List other subcontractors utilized and for what construction activities:**
- d. **Describe project risk management strategies and tools employed in the contract (e.g. GDR/GBR, Differing Site Conditions, Value Engineering Change Proposal, Escrow Bid Documents, Partnering, Disputes Review Board (DRB), etc.):**
- e. **Were Escrow Bid Documents used? If so, were they ever opened during the construction period? If so, explain why they were opened and the result of the same relative to claim compensation:**

G. Client Reference and Contact Information:

- a. **Name, address, e-mail address, and phone number of the Owner, including contact name, title, and role on the project:**

b. **Name, address, e-mail address, and phone number of the Design Engineer, including contact name, title, and role on the project:**

c. **Name, address, e-mail address, and phone number of the Construction Manager, including contact name, title, and role on the project:**

H. Supplementary Project Experience Requirements

a. **Provide a brief description on how Health and Safety was structured and managed on the project and comment on your safety record during the course of the project (provide metrics such as number of recordable incidents and types of incidents, days lost time and lost time incident rate):**

