

AUGUSTA COUNTY SERVICE AUTHORITY

18 Government Center Lane
P. O. Box 859, Verona, Virginia 24482-0859



INVITATION TO BID

ITB# 1763

Issue Date: May 8, 2019

Bids for the following paving services, subject to the conditions and instructions attached hereto, will be received at the above office until, but not later than **2:00 o'clock p.m., June 4, 2019** then publicly read, for furnishing the following services.

Casey L. McCracken, Purchasing Officer
Phone: (540) 245-5680 Fax: (540) 245-5684
Email: cmccracken@co.augusta.va.us

Jesse Roach, Director of Field Operations
Phone: (540) 490-2423 Fax: (540) 885-8784
Email: jroach@co.augusta.va.us

DESCRIPTION OF SERVICES REQUIRED

The Augusta County Service Authority (ACSA) has fifty-six locations that are either in the Virginia Department of Transportation (VDOT) right-of-way or private driveways that require pavement restoration due to water line repairs and new construction. The locations are spread throughout the county and have been marked with white paint.

ACSA is seeking bids to pave at various locations in accordance with VDOT and ACSA specifications from qualified contractors. ACSA requests bids for this project as follows:

1. **ATTACHMENT #1** provides pavement specifications for completing the asphalt paving.
2. Paving shall be completed prior to September 30, 2019. The Lump Sum price, for completing the work as described in this ITB must be stated on **ATTACHMENT #2**.
3. Each bid in excess of \$100,000 shall be accompanied by a bid bond or guarantee of five percent (5%). An insurance certificate shall be provided.

Questions will be accepted until 2:00 p.m. on May 17, 2019 to ensure all parties have adequate time to review the answers.

Note:

1. EMAIL or FAX Bids will **NOT** be accepted.

Performance within: # days ARO: _____ Terms/Discounts: % _____ Days _____

Company: _____

Address: _____

City: _____

State: _____ ZIP: _____

Phone No. (____) _____

Email: _____

Official Signature: _____

Printed Name: _____

Title: _____

Date: _____

*****ENSURE COMPLETED PAGES 1 & 9 ARE RETURNED WITH YOUR BID DOCUMENTS*****

ITB # 1763
CONDITIONS AND INSTRUCTIONS

1. If you have obtained this bid document from ACSA's website or a source other than ACSA, contact the Procurement Officer prior to submitting your bid to ensure that a complete up-to-date package has been received. ACSA is not responsible for providing addenda if the bidder has not contacted the Procurement Officer and identified themselves as a prospective bidder, providing an email address and telephone number.
2. All Bids must be submitted on and in accordance with the forms contained in these bid documents. If more space is required to furnish a description of the services offered, unit prices, or performance terms, the Bidder may attach a letter hereto which will be made a part of the bid.
3. Bids may be submitted by one of the following methods:

In person–

Or by FedEx, UPS, etc to: Augusta County Service Authority (ACSA)
 18 Government Center Lane
 Verona, VA 24482

or by mail – addressed to: Augusta County Service Authority
 PO Box 859
 Verona, VA 24482-0859

All bids must be in a sealed envelope and clearly marked in the lower left hand corner:

Company Name/Contractor
Sealed Bid, Augusta County Service Authority
ITB# 1763 Paving
Bid Opening: 2:00 PM, June 4, 2019
DO NOT OPEN

Bids received after the date and time specified for the opening will not be considered. It will be the responsibility of the Bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Fax or email bids will **NOT** be accepted.

4. Please direct questions related to this ITB to:
 Jesse Roach, Director of Field Operations
 Phone: (540) 490-2423 Fax: (540) 885-8784
 Email: jroach@co.augusta.va.us
5. All bids must include the company name and be signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. **Bid Prices**: Prices must be stated as a **Lump Sum** on ***ATTACHMENT #2***.
7. **Performance**: The time of proposed performance must be stated in definite terms in calendar days. If time of performance for different tasks varies, the bidder shall so state.
8. **Environmental Requirements Statement**: Bidders must also include a signed Contractor's Environmental Requirements Statement.

9. Bid Bond: Each bid in excess of \$100,000 shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to ACSA. The sureties of all bonds shall be from a surety company or companies as are approved by ACSA and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw such bid during the period of 45 days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation to Bid and purchase order or contract. The bid guarantee will be returned upon award of contract.
10. Bid Acceptance Period: Any bid in response to this solicitation shall be valid for (45) days. At the end of (45) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

Bids may be withdrawn at any time before the bid opening. A Bidder wishing to withdraw the bid after bid opening may do so in accordance with ACSA Procurement Policy.

11. Successful Bidder must be properly licensed by the Commonwealth and the County of Augusta (if applicable), to perform the required services in Augusta County, VA.
12. Award: ACSA reserves the right to reject any and all bids in whole or in part, and to waive any informality prior to making an award. ACSA reserves the right to award any contract resulting from this ITB to the lowest priced responsive and responsible bidder, resulting in a contract that is most advantageous and in the best interest of ACSA. ACSA shall be the sole judge of the bids and the resulting contract that best serves the public interest, and ACSA's decision shall be final.
13. Availability of Funds: It is understood and agreed between the parties herein that ACSA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this bid.
14. Contract Documents: The contract entered into by ACSA and the Bidder shall consist of this Invitation To Bid, the Specification, any Addendum issued, the signed Bid Forms submitted by the Bidder, ACSA's Standard Form Agreement & Purchase Order and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.
15. Non-Collusion: The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other bidder, or to secure any advantage against ACSA or any person interested in the proposed contract; and that all statements in said proposal are true.
16. Partial Invalidity: In the event any one or more of the provisions of a contract resulting from this ITB are found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the contract shall remain in full force and effect.
17. Laws and regulations:
 - (a) The Bidder shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

(b) The Bidder shall assure that all tradesmen who perform work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by the Code of Virginia and applicable regulations.

(c) The Bidder shall indemnify, keep and save harmless ACSA, and its officials and employees acting within the scope of their official duties, against all damages, losses and costs, including reasonable attorney's fees, due to injuries, death, damage to property, or patent or copyright infringement costs and expenses, which damages, losses and costs are incurred by ACSA or which may otherwise accrue against ACSA proximately caused by the acts, errors, or omissions of the Bidder or Bidder's employees, or the acts, errors, or omissions of Bidder's subcontractors or subconsultants, or the employees of either, if any; and if any judgment is entered against ACSA in any legal action for damages, losses and costs, including reasonable attorney's fees, proximately caused by the acts, errors, or omissions for which ACSA is liable to ACSA under this indemnification provision, the Bidder shall, at Bidder's expense, satisfy and discharge such judgment.

18. Anti-Discrimination: By submitting their proposals, all Bidders certify to the ACSA that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Offeror agrees as follows:

The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer.

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

Pursuant to Virginia Code § 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, ACSA does not discriminate against faith-based organizations.

The Bidder will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

19. Minority and Women-Owned Businesses: In accordance with Presidential Executive Orders #12138 & #11625 ACSA actively solicits both minority and women-owned businesses to respond to all Requests for Quotations, Invitations to Bid and Requests for Proposals, and if not already on the Authority's mailing list, you may request application for inclusion on the list. Should you be interested, please contact the Authority at (540) 245-5670 and request inclusion.

20. Disadvantaged business enterprises (DBE): As defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Bidder enters into pursuant to this contract. The Bidder will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

21. Prohibition of Alcohol and other Drugs.

(a) During the performance of this contract, the Bidder agrees to (i) provide a drug-free workplace for the Bidder'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 on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every purchase order of over \$10,000, so that the provisions will be binding upon each vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Bidder in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

(b) The Bidder shall also establish, maintain and enforce policies which prohibit the following acts by all Bidder and supplier personnel on ACSA premises: (1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and (2) the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

22. Obligation of Bidder: By submitting a proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

23. Debarment: By submitting a proposal, the Bidder certifies that neither it nor any person or firm which has an interest in the Bidder's firm is disbarred or suspended from bidding or working on a state or federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a state or federally funded project.

24. Unauthorized Aliens: In accordance with Virginia Code § 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law; requires that the Bidder does not, and shall not during the performance of this contract for goods in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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25. Insurance: During the performance of any contract resulting from this ITB, the Bidder shall have and keep current insurance whichever is greater in scope or amount as follows:

- a) Worker's Compensation Insurance in compliance with all states in which the Bidder does business, including coverage B Employer's Liability in not less than the following amounts:
 - i. Bodily Injury by accident, \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit;
 - iii. Bodily Injury by disease, \$100,000 for each employee;
- b) General Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;
- c) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The Bidder shall provide ACSA with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying ACSA if there is any change in liability insurance.

The insurance required shall have been issued by a company rated "A" as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

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ATTACHMENT #1
Pavement Specifications and Terms for Completing Work

ITB #1763

Address	Description	Bridge / Base (Sq Ft)	Area	Depth (In)	Overlay (Sq Ft)	Area	Depth (In)
Jolivue							
90 Sunset Blvd	Driveway Repair				6 X 17	102	2
74 Orchard Hill	Parking Lot Repair				7 X 7	49	2
74 Orchard Hill	Parking Lot Repair				10 X 6	60	2
74 Orchard Hill	Parking Lot Repair				9 X 7	63	2
Fishersville / Ladd							
35 Tinkling Springs Road	Road Patch Repair	18 X 26	468	Match Exs.	20 X 53	1060	2
10 Eaton Place	Road Patch Repair				23 X 10	230	2
32 Roxbury Circle	Walking Trail Repair				6 X 9	54	2
887 Sangers Lane	Parking Lot Repair				48 X 35	1680	2
Fort Defiance / Mount Sidney / Weyers Cave							
1335 Keezletown Road	Road Patch Repair	5 X 5	25	Match Exs.	6 X 7	42	2
Stuarts Draft / Lyndhurst							
296 Draft Ave	Road Patch Repair	9 X 13	117	Match Exs.	11 X 15	165	2
67 West High Street	Road Patch Repair				6 X 12	72	2
22 Wood View Court	Road Patch Repair				10 X 18	180	2
58 Saint Ives Drive	Road Patch Repair	8 X 43	344	Match Exs.	10 X 45	450	2
59 Saint Ives Drive	Driveway Repair				7 X 7	49	2
310 Cambridge Drive	Road Patch Repair	13 X 15	195	Match Exs.	15 X 17	255	2
Churchville							
75 Greenlee Drive	Driveway Repair				4 X 20	80	2
Verona							
304 Lee Highway	Entrance Repair (Fire Department)	50 X 32	1600	5	50 X 32	1600	2

Address	Description	Overlay (Sq Ft)	Area	Depth (In)
Verona				
106 Beverly Street	Road Patch Repair	6 X 11	66	2
Beverly Street / Quicks Mill Rd Intersection	Road Patch Repair (Triangle shaped repair)	13 X 25	325	2
191 Quicks Mill	Driveway Repair (Keep grade to drain to Ditch)	23 X 31	713	2
157 Quicks Mill	Driveway Repair	8 X 25	200	2
151 Quicks Mill	Driveway Repair	15 X 23	345	2
151 Quicks Mill	Shoulder Repair	5 X 22	110	2
151 Quicks Mill	Driveway Repair	13 X 17	221	2
145 Quicks Mill	Driveway Repair	9 X 57	513	2
141 Quicks Mill	Driveway Repair	12 X 23	276	2

Address	Description	Overlay (Sq Ft)	Area	Depth (In)
125 Quicks Mill	Shoulder Repair	6 X 15	90	2
13 Maury Mill	Driveway Repair	4 X 5	20	2
30 Maury Mill	Driveway Repair	12 X 22	264	2
30 Maury Mill	Driveway Repair	18 X 25	450	2
36 Maury Mill	Driveway Repair	7 X 60	420	2
36 Maury Mill	Side Ditch (From Culvert to Culvert)	2 X 10	20	2
37 Maury Mill	Road Patch Repair	6 X 17	102	2
50 Maury Mill	Driveway Repair	5 X 75	375	2
60 Maury Mill	Driveway Repair	4 X 21	84	2
76 Maury Mill	Driveway Repair	5 X 31	155	2
76 Maury Mill	Driveway Repair	6 X 24	144	2
92 Maury Mill	Driveway Repair (With Berm)	9 X 26	234	2
92 Maury Mill	Shoulder Repair (This will be a berm)	2 X 75	150	2
100 Maury Mill	Driveway Repair (With Berm)	7 X 20	140	2
100 Maury Mill	Driveway Repair (With Berm)	10 X 17	170	2
100 Maury Mill	Shoulder Repair (This will be a berm)	2 X 100	200	2
107 Maury Mill	Road Patch Repair	10 X 17	170	2
110 Maury Mill	Shoulder Repair (This is a swell)	5 X 45	225	2
114 Maury Mill	Shoulder Repair (This is a swell)	5 X 51	255	2
117 Maury Mill	Road Patch Repair	4 X 18	72	2
118 Maury Mill	Shoulder Repair (This is a swell)	5 X 51	255	2
130 Maury Mill	Driveway Repair	14 X 14	196	2
134 Maury Mill	Driveway Repair	14 X 14	196	2
136 Maury Mill	Driveway Repair	10 X 40	400	2
142 Maury Mill	Driveway Repair	10 X 50	500	2
142 Maury Mill	Driveway Repair	8 X 8	64	2
161 and 163 Maury Mill	Road Patch Repair (At the Green Gate)	8 X 18	144	2
161 and 163 Maury Mill	Driveway Repair (Dual Entrance)	22 X 32	704	2
168 Maury Mill	Driveway Repair	23 X 25	575	2
306 Maury Mill	Driveway Repair	13 X 33	429	2

Total Number of Locations: 56
Total Bridge/Base Area: 2,749 Sq Ft
Total Overlay Area: 16,163 Sq Ft

***ATTACHMENT #2
Lump Sum Price***

ITB #1763

Paving shall be completed prior to September 30, 2019. The Lump Sum price, for completing the work as described in this ITB and any addendum or addenda is:

Lump Sum \$_____

Official Signature

Printed Name

Title

Date

******ENSURE COMPLETED PAGES 1& 9 ARE RETURNED WITH YOUR BID DOCUMENTS******



Environmental Management Systems

Contractor's Environmental Requirements

Index

1. Introduction
2. Material Handling / Spills
3. Waste Disposal
4. Water Discharges
5. Land Disturbance
6. Equipment Decommissioning
7. Inspections
8. Contractor Sign Off

1. Introduction

- 1.1 The following information is supplied to contractors who perform work on property owned by Augusta County, Augusta County Service Authority or Augusta County Public Schools. The contractor receives these requirements in the event contractor services have a potential to cause significant environmental impacts. The information presented in this package has been developed in response to the Augusta County's Environmental Management System (EMS). The intent of this information is to make on-site contractors aware of the EMS that has been implemented and to ensure that they conform to the applicable EMS program requirements as well as State and Federal regulations. The contractor will respond to receipt of this document by signing a statement indicating they have read these requirements, fully understand them and will comply with all EMS, State and Federal regulations.
- 1.2 Conformance with EMS requirements and State and Federal regulations are expected of all subcontractors and employees and will be enforced by the projects contractor.
- 1.3 For further information, or review of EMS details, please contact the Environmental Programs Manager at 540-245-5700.

2. Material Handling / Spills

- 2.1 There will be no outside storage of any hazardous materials without the consent of the owner's representative and/or Environmental Programs Manager.
- 2.2 Contractors will properly label, store and dispose of all hazardous materials.
- 2.3 When handling, storing or disposing of hazardous chemicals or materials contractors will meet all applicable laws and regulations.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 The contractor will ensure that chemical containers are closed except when in use or if regulations prohibit closure.
- 2.6 The contractor will have available the Safety Data Sheets (SDS) for all chemical products on site. SDSs will be made available to maintenance personnel, medical personnel, environmental personnel or their representatives upon request.

- 2.7 Contractors will maintain spill kits to contain and clean up spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible in the event of an emergency.
- 2.8 Contractors will immediately notify the owner's representative who will contact the Environmental Programs Manager of any reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Environmental Tracking of Spills and Releases Form to the Environmental Programs Manager. The contractor is responsible for notifying appropriate State/Federal agencies and cleaning up the spill within legal time requirements.

3. Waste Disposal

- 3.1 Shipping information and paperwork (SDS, Waste Profiles, Land Ban Forms and Recycling/Disposal Certificates) must be provided to the owner's representative or Environmental Programs Manager upon request.
- 3.2 Contractors are responsible for all regulated wastes. All State, Federal, and EMS requirements must be met.

4. Water Discharges

- 4.1 Discharge of materials other than potable water to ANY drainage system is prohibited.
- 4.2 Discharges to sanitary sewers are prohibited unless approved by Augusta County Service Authority.

5. Land Disturbance

- 5.1 Solids must be prevented from entering sewer drains. Roadways and outside areas must be kept clean.
- 5.2 It is the contractor's responsibility to comply with all Virginia Erosion and Sediment Control Laws and County Ordinances administered by the County Engineer. The County Engineer may be contacted at 540-245-5700. A Land Disturbing Permit may be required.

6. Equipment Decommissioning

- 6.1 All equipment will be thoroughly inspected by the contractor for fluids and other hazardous materials prior to removal.
- 6.2 All fluids and other hazardous materials will be removed prior to decommissioning of equipment.
- 6.3 Disposal of any waste generated will be handled in accordance with EMS, State and Federal requirements.

7. Inspections

- 7.1 The owner's representative and/or Environmental Programs Manager may inspect hazardous materials, training/disposal records, equipment, etc. to insure compliance with EMS program requirements and State and Federal regulations. By execution of the contract, permission will be given for the owner's representative and/or Environmental Programs Manager to conduct the proper inspections. Any items found insufficient in protecting the environment will be corrected by the contractor.

8. Contractor Sign Off

- 8.1 Contractors are required to be familiar with the Contractor's Environmental Requirements and are required to sign the attached statement and submit it with the formal bid documents.



Environmental Management Systems

Compliance with Environmental Requirements

I have read and fully understand the environmental requirements contained in the Contractor's Environmental Requirements. My company and its subcontractors and employees will comply with all EMS requirements and State and Federal Regulations concerning storing, using, transporting, and disposing of hazardous chemicals and materials.

Company: _____

Principle in Charge: _____

Signature of Principle: _____ Date: _____