

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT**

**INVITATION TO BID NO. 23-DES-ITBPW-335**

**ADDENDUM NO. 1**

Arlington County Invitation to Bid No. 23-DES-ITBPW-335 for Washington Boulevard and N. Sycamore Street Traffic Signal Upgrade Project is amended as follows:

- 1. I. Information for Bidders, 32. Optional Escrow Agreement is hereby removed in its entirety.**
- 2. I. Information for Bidders, 33. Negotiations With Lowest Responsive And Responsible Bidder is hereby removed in its entirety.**
- 3. II. Agreement And Contract Terms And Conditions, 5. Contract Amount is hereby replaced in its entirety with:**

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Progress Payments and Payment Terms sections below and at the prices shown in Exhibit D, but not more than \$\_\_\_\_\_ for the Contractor's completion of the Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contract Documents.

- 4. II. Agreement And Contract Terms And Conditions, 6. Progress Payments and Retainage is hereby replaced in its entirety with:**

**6. PROGRESS PAYMENTS**

The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by the Project Officer.

All material and work covered by partial payments will become the property solely of the County at the time the partial payment is made. However, the Contractor will have the sole responsibility, care and custody for all materials and work upon which payments have been made until Substantial Completion.

When calculating payment for materials on-site, the County shall not pay for materials which are not scheduled for incorporation into the Work within sixty (60) days from the date of application for payment.

5. **III. Arlington County Construction General Conditions, G. Measurement And Payment, 1. Payments to Contractor, is hereby changed to read:**

**G. MEASUREMENT AND PAYMENT**

**1. PAYMENTS TO CONTRACTOR**

The County will make partial payments to the Contractor monthly on the basis of the Contractor's written estimate of the work performed during the preceding calendar month as approved by the Project Officer or designee.

The Contractor's application for payment shall indicate the amount of work completed to date in a format consistent with the accepted bid and as indicated below:

- a. Lump Sum: For lump sum contracts, the Contractor shall provide to the Project Officer a Schedule of Values, and the application for payment will reflect the Schedule of Values and the amount of work completed in those units.

For contracts that include multiple lump sum line items, the application for payment shall reflect the percentage of work completed for each lump sum item. If requested by the Project Officer, the Contractor shall provide a Schedule of Values for each lump sum line item in the contract.

- b. Unit Price: The schedule of unit prices in the accepted bid shall be used as the basis for preparing the estimates, and each partial payment shall represent the total value of all units of work completed, computed at the unit prices stated in the Contract, less the aggregate of previous payments.

At the discretion of the Project Officer, payments may alternatively be based on actual quantities and site measurements taken in the field by County staff using the Contract Unit Prices.

If Stipulated Price Items are included in the contract, Work on such Stipulated Price Items shall be carried out only upon written order by the Project Officer. The payment for a Stipulated Price Item shall be made by the County to the Contractor at the related unit price specified in the 'Stipulated Price Items' section of the Bid Form on the same basis as the payment for any other regular Bid Item.

In addition to the amount of work completed to date, the application for payment shall indicate the aggregate of all previous payments for each line item and the total payment requested this period.

The Contractor's application for payment will not be reviewed or processed unless an updated schedule is attached. The pay application shall also contain a certification by the Contractor that due and payable amounts have been paid by the Contractor, including payments to subcontractors, for work which previous payment was received by the Contractor from the County.

6. **Escrow Agreement is hereby removed in its entirety.**

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Tomeka Price, VCO, VCA  
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**RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:**

**BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 1.**

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_