ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 21-DES-ITB-510

ADDENDUM NO. 3

Arlington County Invitation to Bid (ITB) No. 21-DES-ITB-510 for the provision of Asphalt-In-Place and Milling Services (Asphalt Planning, Grinding and Edge Cutting) on as needed basis is amended as follows:

1. Add a Non-Mandatory Prebid Conference: THERE IS A NONMANDATORY PREBID CONFERENCE ON MARCH 24, 2021 at 1:00 P.M.

<u>Click here to join the NonMandatory Prebid Conference via Microsoft Teams meeting</u> **Or call in (audio only)**

<u>+1 347-973-6905, 116030046#</u> United States, New York City Phone Conference ID: 116 030 046#

A virtual Prebid conference will be held at 1:00 p.m., March 24, 2021, on Microsoft Teams to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the link or join by dialing the phone number and enter the Conference ID above. <u>ATTENDANCE AT THE PREBID CONFERENCE IS OPTIONAL</u>. Minutes of the prebid conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum.

All Bidders are strongly encouraged to attend. Questions regarding the original solicitation must be submitted by March 26, 2021, at 4:00 pm easter time to be considered. All questions received by the question deadline will be responded to within Vendor Registry and posted for all bidders. The system will not accept any questions after this date and time.

2. Bid Due Date is hereby changed to:

PUBLIC BID OPENING ON MARCH 30, 2021 AT 1:00 P.M.:

<u>Click here to join the Public Bid Opening via Microsoft Teams meeting</u>
+1 347-973-6905, 962444438#
United States, New York City (Toll)
Conference ID: 962444438#

3. Section I. Information for Bidders, Item Number 17. Qualification of Bidders is hereby modified as follows:

<u>Project Experience:</u> Bidders shall provide a minimum of three (3) projects for roadway paving, utility adjustment, and milling services that have been successfully completed within the past five (5) years. Each project listed shall have a contract value of at least \$2,000,000.

4. **Section I. Information for Bidders, Item Number 23. Method of Award** is hereby deleted and replaced with:

Method of Award:

The County reserves the right, at its sole discretion, to award the contract to multiple bidders by section or award all Sections to the same bidder based on the Grand Total, if deemed to be in the best interests of the County.

If multiple awards are made, the County will evaluate bids and make awards to the lowest responsive and responsible bidder for each section as detailed on the Bid Form under Section S1-S8 and Section N1-N12. If the same bidder is determined to be the lowest bidder on both sections, the County will award Section N1-N12, to the lowest bidder and Section S1 – S8 to the second lowest bidder.

If a contract is awarded between two contractors and the awarded contractor for the Section cannot perform the work at the requested time, the work may be assigned to the contractor awarded for the alternate Section, at the same Bid Price as submitted in the Bid Form and respective Pricing Sheet. Bidders must bid on all items listed per Section to be considered. Bidders may bid on one or both Sections. Bidders should mark "No Bid" on the non-applicable.

Arlington County also reserves the right to reject any bids, in whole or in part, to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest. Bidders are reminded that monthly prices shall include FOB Destination, all labor, material, overhead and profit and all charges that may be incurred.

- 5. **Section II. Agreement and Contract Terms and Conditions, Item Number 1. Contract Documents** is hereby modified to add Exhibit E to the Contract Documents.
 - Add Exhibit E Invoice Supporting Documentation
- 6. Section II. Agreement and Contract Terms and Conditions, Item Number 1. Contract Documents is hereby modified as follows:

The following is hereby deleted:

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The following is hereby added:

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the order of precedence of the Contract Documents shall be as follows:

- Agreement No. 21-DES-ITB-510, and all modifications properly incorporated into the Agreement
- Special Conditions
- Arlington County Construction General Conditions

Exhibits A, B, C, E are considered complementary documents, what is in one shall be considered as in all; where the terms of these Contract Documents vary the most stringent shall apply; and Exhibits A, B, C, and E shall prevail over Exhibit D.

7. **Section II. Agreement and Contract Terms and Conditions, Item Number 3. Project Officer** is hereby deleted and replaced with the 3. Project Officer clause below. References in the Contract to Project Officer are hereby modified by adding "or designee".

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer or designee, unless the Contractor is otherwise notified in writing.

8. Section II. Agreement and Contract Terms and Conditions, Item Number 5. Contract Amount is hereby deleted and replaced with the following:

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the Payment Terms section below and at the prices shown in Exhibit D for the Contractor's completed Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. 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.

9. Section II. Agreement and Contract Terms and Conditions, Item Number 6. Contract Price Adjustments is hereby modified to add the link to VDOT's calculation website.

The Contractor must submit the current copy of the VDOT <u>Calculation</u> of Asphalt Cement Index documentation with each monthly invoice.

- 10. Section II. Agreement and Contract Terms and Conditions, Item Number 7. Progress Payments and Retainage is hereby deleted in its entirety.
- 11. **Section II. Agreement and Contract Terms and Conditions, Item Number 8. Payment Terms** is hereby deleted and replaced with the following:

7. PAYMENT TERMS

The County will pay the Contractor on the basis of the work performed and completed during the preceding calendar month as approved by the Project Officer. All material and work covered will become the property of the County.

The Contractor must submit invoices with accurate billing information and supporting documentation according to Exhibit to the County's Project Officer, who will either approve the invoice and documentation or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor 45 days after approval of an invoice for completed work which is reasonable and allocable to the Contract. Failure to provide the County accurate invoice billing information and supporting documentation will result in delay of payment. The County will not pay any penalties for delay of payments due to incorrect billing information on invoices submitted by the Contractor to the County.

Invoices shall be prepared on standard company letterhead, and include the following information:

- 1. The Contractor's invoice number
- 2. County Department Name (ex: Department of Environmental Services, Water Sewer Streets Bureau)
- 3. Contract Number
- 4. Purchase Order Number
- 5. Service Date (if applicable)
- 6. Service Response Location/Address (if applicable)
- 7. Name of County Representative ordering the service (if applicable)
- 8. Payment Term/Due Date (45 days from receipt of accurate and correct invoice)
- 12. Section II. Agreement and Contract Terms and Conditions, Item Number 12. Performance of Work By The Contractor is hereby deleted in its entirety.
- 13. **Section II. Agreement and Contract Terms and Conditions, Item Number 37. Audit** is hereby deleted and replaced with the following:

37. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

- **14. Special Conditions,** is hereby modified as follows:
 - **A. General Requirements -** replace the County Observed Holiday, Lee/Jackson/King Day with County Observed Holiday, "Martin Luther King Jr. Day".
 - **B.** Special Provisions, Ball Courts and Trails remove the words "If needed," from the bullet point.
 - **E. Edge Milling and Full Milling** replace paragraph 5 with the following, "The Contractor shall cut all joints and inform the County Project Officer or designee. The County will mark the milling point with paint prior to milling the immediate surrounding area. The Contractor's milling crew shall

mill to the mark that the County Project Officer or designee, painted on the asphalt, failure to do so, will result in the Contractor re-milling to that mark at no charge to the County."

- **F.** Adjustment of Existing Utilities delete paragraph 7 in its entirety.
- H. Contract Performance replace paragraph 2 with the following, "At the end of each day the County Project Officer will collect all milling and asphalt load tickets/worksheets. If any asphalt load tickets are missing, they will be provided as soon as possible, but shall be provided before invoice billing."
- **15.** Revised Bid Form is hereby replaced in its entirety with the Revised Bid Form, dated March 17, 2021. Bid response <u>must</u> be on the "Revised Bid Form, dated March 17, 2021" to be considered.
- 16. Attachment A-Pricing Sheet is hereby replaced in its entirety with the Revised Attachment A-Pricing Sheet. Bid response <u>must</u> be on the "Revised Attachment A-Pricing Sheet" to be considered.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Tomeka Price, VCO, VCA
Procurement Officer
tprice@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 3.

FIRM NAME:		
AUTHORIZED		
SIGNATURE:	DATE:	

Bid response <u>Must</u> be on the "Revised Bid Form, dated March 17, 2021" and on the "Revised Attachment A-Pricing Sheet" to be considered.

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. <u>21-DES-ITB-510</u>

REVISED BID FORM, dated March 17, 2021

ELECTRONIC BIDS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 1:00 P.M., MARCH 30, 2021.

FOR PROVIDING PAVING AND MILLING SERVICES IDENTIFIED HEREIN IN ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

Unit Prices on Attachment A-Pricing Sheet shall be inclusive of all costs, including but not limited to tasks, labor, supplies, tools, equipment, transportation, mobilization, maintenance of traffic (MOT) clearing and grubbing, demolition, saw-cutting, material provisions and installations, disposals, incidentals, and all things necessary to perform the work as set forth. Bidders shall enter the Unit Prices on Attachment A-Pricing sheet for the following Sections:

	Section S1 – S8 (Pricing SI	heet Tab 1)	\$
	Section N1 – N12 (Pricing	Sheet Tab 2)	\$
Grand Total of Section	S1 – S8 (Tab 1) and N1 – N	N12 (Tab 2):	\$
THIS BID FORM AND ALL OT	THER DOCUMENTS THAT	REQUIRE A SIG	WRITTEN IN THE SPACE BELOW. GNATURE MUST BE FULLY AND PRIZED TO BIND THE BIDDER, OR
AUTHORIZED SIGNATURE:			
PRINT NAME AND TITLE:			
ADDRESS:			
CITY/STATE/ZIP:			
TELEPHONE NO.:	E-M/ ADD	AIL RESS:	
THIS ENTITY IS INCORPORATION:	ED	-	

THIS ENTITY IS A:	CORPORATION	Ц	L	IMITI	ED PAR	TNERSHII	· 🔟
(check the applicable option)	GENERAL PARTNERSHIP		UNINCORPC	RAT	ED ASS	OCIATION	ı 🗆
	LIMITED LIABILITY COMPANY		S	OLE I	PROPRI	IETORSHII	· 🗖
COMMONWEALTH OF V	TO TRANSACT BUSINESS IN TH IRGINIA? SUED TO THE ENTITY BY THE	ΗE		YES		NO) 🗖
	Virginia State Corporation Con its bid explaining why it is not					quirement	must
VIRGINIA CONTRACTOR	'S LICENSE NUMBER:						
ENTITY'S DUN & BRADS	TREET D-U-N-S NUMBER: (if av	vailable)				
FROM SUBMITTING BID	NY OF ITS PRINCIPALS BEEN S TO ARLINGTON COUNTY, VII OLITICAL SUBDIVISION WITHII	RGINIA	, OR	ES		NO	
HAS YOUR FIRM DEFA THREE YEARS?	ULTED ON ANY PROJECT IN	THE	.AST YE	S		NO	
	NY TYPE OF BUSINESS, CONTR RATION OR CERTIFICATION RE T THREE YEARS?			ES		NO	
	S PRINCIPALS/OWNERS BEEN O G TO ITS CONTRACTING BUSIN		THE	ES	-	NO	
APPLICABLE TO ITS COITAX LAWS, WAGE AND ENVIRONMENTAL) WHE	I FOUND IN VIOLATION OF NTRACTING BUSINESS (LICENS HOUR LAWS, PREVAILING WARE THE RESULT OF SUCH VIOLATION OR ANT OF \$5000 OR MORE?	ING LA AGE LA ATION I	iws, iws, was	S		NO	
BIDDER STATUS: MI	NORITY OWNED: 🔲 WO	OMAN	OWNED:		NEIT	ΓHER:	
is currently registered wi Certificate Number	that (Bidder Name) th the Virginia State Board of of a Class The undersigned further certifoeen paid.	Contrac	ctors as requiense was issu	ired ued (on the		_day of

LIQUIDATED DAMAGES:	PER MILLED SITES - S	\$250.00 PER DAY

MINIMUM BIDDER QUALIFICATIONS:

In a separate attachment, Bidders shall provide the following documentation:

Company Qualifications:

• Submit a Company statement for proof of 5 years of experience in providing paving and milling services. The experience shall be work of similar size and scope.

Project Experience:

• Provide a minimum of three (3) projects for roadway paving, utility adjustment, and milling services that have been successfully completed within the past five (5) years. Each project listed shall have a contract value of at least \$2,000,000.

Staffing Qualifications:

• Submit resume of the proposed Foreman/Superintendent/ Project Manager.

Bidders shall submit the following with their bids:

Calculation of Asphalt Cement Index for March 2021 Index Posting.

COMPLETE THE PRICING SHEET PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A TO ITB NO. 21-DES-ITB-510 AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE ON THE VENDOR REGISTRY WEBSITE.

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1	DATE:	_INITIAL:
ADDENDUM NO. 2	DATE:	INITIAL:
		<u> </u>
ADDENDUM NO. 3	DATE:	INITIAL:

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:	
$lacksquare$ No, the bid that I have submitted does \underline{not} contain any trade secrets and information.	d/or proprietary
☐ Yes, the bid that I have submitted <u>does</u> contain trade secrets and/or proprieta	ry information.
If Yes, you must clearly identify below the exact data or materials to be p all applicable page numbers, sections, and paragraphs of the bid that co or materials:	
State the specific reason(s) why protection is necessary and why information constitutes a trade secret or is proprietary:	the identified

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

<u>CERTIFICATION OF NON-COLLUSION</u>: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

REFERENCES

Bidders should provide three (3) references for similar goods that have been provided by the Bidder within the past five (5) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1:	Contact Name:
	Organization:
	Phone Number:
	E-mail Address:
	Contract/Project Name:
	Contract/Project Dates (from-to):
	Contract/Project Description:
REFERENCE 2:	Contact Name:
	Organization:
	Phone Number:
	E-mail Address:
	Contract/Project Name:
	Contract/Project Dates (from-to):
	Contract/Project Description:
REFERENCE 3:	Contact Name:
	Organization:
	Phone Number:
	E-mail Address:
	Contract/Project Name:
	Contract/Project Dates (from-to):
	Contract/Project Description:

REVISED INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED	COVERAGE MINIMUM(S)
_X_1. Workers' Compensation	Statutory limits of Virginia
X 2. Employer's Liability	\$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
	\$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	\$1 Million BI/PD each accident, Uninsured Motorist
	\$1 Million BI/PD each accident, Uninsured Motorist
	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
	n Certificate)\$1 Million CSL BI/PD each occurrence,
	•
V 44 Dansard and Advantising Injury Lightity	\$1 Million annual aggregate
	\$1 Million each offense, \$1 Million annual aggregate
	\$1 Million Bodily Injury, Property Damage and Personal Injury
_X_13. Per Project Aggregate	
14. Professional Liability	
	\$1 Million per occurrence/claim
	\$2 Million per occurrence/claim
	\$1 Million per occurrence/claim
_d. Medical Professional Liability	\$1 Million per occurrence/claim
_X_15. Miscellaneous E&O	\$1 Million per occurrence/claim
16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
17. Motor Cargo Insurance	
	\$1 Million Bodily Injury, Property Damage per occurrence
	\$500,000 Comprehensive, \$500,000 Collision
	\$2 Million
	Endorsement to CGL
	\$
	rovide Coverage in the full amount of Contract, including any amendments
	Endorsement to CGL
	Federal Statutory Limits
X_26. Carrier Rating shall be A.M. Best Co.'s R	·
	material change in coverage shall be provided to County at least 30 days
	inaterial change in coverage shall be provided to county at least 50 days
prior to action.	and browned on all multiple account Manhous Commenceation Forces and
	nal Insured on all policies except Workers Compensation Errors and
Omissions/Professional Liability and A	
_X_29. Certificate of Insurance shall show Bid N	
	ng coverage of on-site clean upBI/PD \$3 Million per occurrence/\$6 Million Aggregate
1 1, , ,	orremoval of bio-solids, bio-hazards waste, and any hazardous or toxic material via
·	bility \$2 Million per occurrence with MCS-90 and CA9948 (or equivalent) endorsements
specifically referenced in the certificate of	
	\$2Million per occurrence/Aggregate
32. OTHER INSURANCE REQUIRED:	
INSURANCE AGENT'S STATEMENT:	
I have reviewed the above requirements with t	he bidder named below and have advised the bidder of required
coverages not provided through this agency.	
AGENCY NAME:	AUTH. SIGNATURE:
BIDDER'S STATEMENT:	
If awarded the Contract, I will comply with	ı all Contract insurance requirements.
BIDDER NAME:	AUTH. SIGNATURE: