

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

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

**ADDENDUM NO. 1**

Arlington County Invitation to Bid 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. Bid Due Date is hereby changed to:**

**PUBLIC BID OPENING ON MARCH 18, 2021 AT 1:00 P.M.:**

[Click here to join the Public Bid Opening via Microsoft Teams meeting](#)

[+1 347-973-6905, 962444438#](#) United States, New York City (Toll)

Conference ID: 962444438#

**2. Section II. Agreement and Contract Terms, 6. Contract Price Adjustment** is hereby deleted in its entirety and replaced with the following:

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract unit price(s) for provision of labor, equipment and material other than asphalt mix will remain firm until \_\_\_\_\_ (“Price Adjustment Date”). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12-month period ending in \_\_\_\_\_ of each year of the Contract.

The Contract Asphalt prices will be adjusted monthly in accordance with the provisions of the current [Virginia Department of Transportation \(VDOT\) Indices](#) calculation for asphalt price and fuel adjustments. If the increase or decrease difference between the base and current indices for PG 64-22 is ten percent (10%) or more, the Contractor may adjust the unit prices of the invoice for asphalt using the VDOT Indices for the month the work was performed. In case of an increase of the asphalt index, the Contractor is entitled to the price differential. In case of a decrease of the asphalt index, the Contractor shall provide the County a credit in the price adjustment on the Contractor’s invoices. The base asphalt index month shall be March 2021.

Any Contract unit price(s) for provision of labor, equipment and material other than asphalt mix that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract’s term.

**3. Section VI. Insurance Requirements** is hereby deleted in its entirety and replaced with the following:

## **VI. REVISED INSURANCE REQUIREMENTS**

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Bid Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

### 1. General

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.
- 1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.
- 1.4 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.

- 1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:

"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- 1.8 The insurance coverage required shall remain in force throughout the Contract or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor and/or carriers delivering and receiving materials from the Project.
- 1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."
- 1.12 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.

- 1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
  - 1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract whether identified on the Contract Documents or not.
  - 1.15 For any claims related to this work, The Contractor's insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor's insurance. The Contractor shall waive its right of subrogation for all insurance claims.
  - 1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an Addendum to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
  - 1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholder with a rating of "A-VII" in the latest edition of the A.M. Best Co.'s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.
  - 1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
  - 1.19 The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.
2. Contractor's Insurance:
    - 2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
- v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
- vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
- vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

2.1.4 General Environmental Remediation Projects

In addition to the Insurance Requirements specified in the general provision or elsewhere in the Contract Documents, the Contractor shall not commence work under this Contract until all insurance as required hereafter has been obtained, and certified copies, naming the County as an additional insured, of such insurance have been submitted and accepted by the Purchasing Agent.

- i. An environmental remediation contractor or subcontractor shall be responsible for purchasing and maintaining Business Automobile Liability insurance and Workers' Compensation insurance as described in 2.1.2 and 2.1.3.
- ii. Acceptance by Arlington County of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance of environmental remediation Work under the Contract.
- iii. The Contractor is responsible for any losses, claims, and costs of any kind, which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies. The limits and coverage requirements may be revised at the option of the Arlington County Risk Manager. The requirements outlined shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of work under the Contract.

2.1.5 Contractors Pollution Liability (CPL) Policy

- i. Minimum liability limits required shall be \$1,000,000 Per Loss and \$2,000,000 Total All Losses, including, but not limited to, property damage, bodily injury, loss of use, and clean-up costs.

- ii. Limits must be dedicated to work performed under this Contract only, unless prior approval by the Arlington County Risk Manager has been obtained. The policy of insurance shall contain or be endorsed to include the following:
  - a. Pollution coverage as respects asbestos, lead, VOC and PCB's.
  - b. "Covered Operations" designated by the CPL policy must specifically include all work performed under this contract. (This would include and not be limited to excavation, off-site incineration of soils, demolition, asbestos abatement, drum removal and disposal, in-situ vapor extraction, etc.) and exclusions or limitations affecting work performed under this contract must be deleted. (i.e., lead, asbestos, pollution, testing, underground storage tanks, radioactive matter, etc.)
  - c. Contractor must comply with all applicable DOT and EPA requirements.
  - d. Premises/Operations.
  - e. Broad form property damage.
  - f. Products/Completed Operations coverage for a minimum of five (5) years after Final Payment.
  - g. Contractual liability coverage in accordance with ISO policy form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
  - h. Cross liability/severability of interest.
  - i. The scope of work and all related activities under this Contract shall be scheduled as "Covered Operations" under this policy.
  - j. Coverage is included on behalf of the insured for covered claims arising out of the actions of independent contractors. If insured is utilizing subcontractors, the CPL policy must use "By or On behalf of" language with regards to coverage.
  - k. Loading and unloading exclusions must be amended so as to include coverage for mobile equipment and automobiles.

2.1.6 Environmental Impairment Liability, including coverage of insureds on-site clean up, with the following minimum limits of liability:

Bodily Injury and Property	3,000,000 each occurrence
Damage Liability	6,000,000 annual aggregate

The County Board of Arlington County, Virginia, is to be named in Additional Insured or a Broad Form Contractual Endorsement may be added to the policy as respects any liability that may arise out of or result from the handling of Work on this Project including specifically but without limitation thereto, the indemnity provisions in the Agreement. Such policies will be endorsed to provide that they are primary to an insurance carried by the County Board of Arlington County, Virginia.

2.1.7 Should any of the Work hereunder involve the cleanup, remediation and/or removal of bio-solids, bio-hazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Contractor shall provide, or shall require its subcontractor performing the work to provide, the following coverage in addition to the above requirements:

- a) Environmental Liability and Cleanup Coverage – with limits of not less than **\$3,000,000** per occurrence.
- b) Business Automobile Liability – for transportation or regulated and/or hazardous waste, products, or materials with limits of not less than \$1,000,000, per occurrence. Said coverage shall include County as an additional insured and shall include both the MCS-90 and CA 9948 (or equivalent) endorsements, which shall be specifically referenced on the certificate of insurance.

#### 2.1.8 Environmental Services Involving County Property Indemnity and Insurance

2.1.8.1. Contractor acknowledges that the property which is the subject matter of or related to the performance of this Agreement is being handled on a “as is where is.” basis and Contractor assumes all risks attendant thereto. Contractor further acknowledges that said property has been or will be inspected by Contractor to determine the existence of any substance or a hazardous nature and the Contractor will take all necessary steps to control any such substance, including cleanup, whether or not on property owned or controlled by Contractor or County in accordance with all applicable laws and regulations. Upon acceptance of the Agreement, Contractor agrees to protect, defend, indemnify and hold harmless the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Agreement.

The Contractor shall purchase and maintain Environmental Liability insurance with a \$3,000,000 per occurrence or \$6,000,000 annual aggregate combined single limit to injuries to or death of person(s) and/or damage to property.

3.1.8.2. In the event Contractor is insured for liability with limits in excess of those specified in paragraph 2.1.6 above, Contractor’s said obligation shall extend up to but not exceed the limits of the insurance. Contractor’s costs to undertake the duty or obligation to defend the County in connection with such liabilities shall not be limited by or be subject to the aforesaid limits for damages for injuries, deaths, and property damage. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

#### 2.1.9 Environmental Services Involving Discharge or Disposal of County’s Hazardous Material and General Environmental Work

2.1.9.1 Contractor agrees to defend indemnify and hold harmless the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges,

liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract including without limitation environmental assessments, evaluations, remediations, fines, penalties, and cleanup costs which may be asserted against or imposed upon, or incurred by County arising from the Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to Contractor's operations herein. Contractor agrees that it will dispose of all Materials in a strict compliance with local, County, state, and federal statutes, laws, ordinances, codes, rules, regulations, orders, or decrees, and shall provide evidence of such disposal satisfactory to County on a weekly basis to County's designated representative. This duty to save, defend, hold harmless and indemnify will survive the termination of this Agreement.

In the event that Contractor fails to comply with this paragraph, and upon discovery of a failure or violation related to its disposal operations, Contractor shall immediately report such failure or violation to all applicable governmental agencies having jurisdiction, and to the County, and Contractor shall , at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Contractor's failure to comply, and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

2.1.10 Environmental Services safety Language:

The Contractor shall take reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this Agreement. The Contractor or thru its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting signs, placarding, labeling or posting other forms of warnings against hazards.

2.1.11 The Contractor shall carry Professional Liability/Miscellaneous Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount shown in the checklist.

2.2 The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirement's, standard industry practices, the requirements of the operations and this contract, the Contractor, directly through its subcontractors, shall effect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placarding, labeling or posting other forms of warning against hazards.



3. Commercial General or other Liability Insurance - Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or
- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

4. Builder's Risk or Inland Marine Insurance

4.1 The Contractor shall purchase and maintain builders' risk or inland marine insurance with a limit equal to the initial Contract Amount and any amendments to the Contract which affect the project cost on a replacement cost basis. Builder's risk or inland marine insurance shall be maintained until Final Payment under the Contract has been made or until no person or entity other than the County has an insurable interest in the covered property, whichever is earlier. The builder's risk or inland marine insurance shall include the County as defined in Section 1.6, Contractor, subcontractors and sub-subcontractors as named insureds.

4.2 Insurance shall be on an all-risks policy form including the perils of fire, theft, vandalism, malicious mischief, lightning, wind, force majeure, collapse, and earthquake. Coverage is to apply for demolition occasioned by enforcement of any applicable legal requirements, and Architect's fees. Coverage for the peril of flood shall not be required unless otherwise required in the Contract Documents.

4.3 Unless otherwise provided in the Contract Documents, the builders risk or inland marine insurance shall also cover materials to be incorporated into the project which are stored off the site.

4.4 The Contractor shall purchase and maintain Boiler and Machinery insurance, if required by the contract documents or by law, with a limit satisfactory to the County. The Boiler and Machinery insurance shall cover objects during installation and until Final Acceptance by the County. The County shall be included as a named insured.

4.5 Any loss under builder's risk or inland marine insurance shall be payable to the County as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner. The County, as fiduciary, shall have the right to adjust and settle a loss with insurers.

- 4.6 The insurance company providing the builders risk **or inland marine** coverage shall grant permission for the County to partially occupy or use the premises under construction prior to final acceptance without removing or affecting the coverage.
4. **Bid Form is hereby replaced in its entirety with the Revised Bid Form.** Bid response **Must** be on the **“Revised Bid Form”**. The insurance checklist is hereby replaced with the **revised insurance checklist**.

The following clarifications are made as a result of vendor inquiries:

1. Once the Bid is submitted on 03-16-21, what is the turnaround time to get the bid results of the contract?  
**Answer: Bid tabulation of all bids will be posted within 24 business hours of the Bid Opening. Next step is the evaluation of the apparent low bidder by Purchasing and the department.**
2. The bid form has pricing for Reclaimed Asphalt and New Asphalt. Section C in the bid documents states: TYPES OF ASPHALT The County estimates that 95% of the asphalt used will be reclaimed asphalt, 5% will be new asphalt. In accordance with VDOT Road and Bridge Specifications Section 211, VDOT Special Provision Copied Notes and Special Provisions Supplemental Specifications. Does that mean the New Asphalt will be Virgin Mix? all VDOT approved mixes are RAP mixes and most plants will not make virgin mixes.  
**Answer: Yes, the New Asphalt will be Virgin Mix. However, the County will accept Reclaimed Asphalt VDOT approved mix, if no new mix is available to suffice the 5%.**
3. Section E Page 84 (The Contractor needs to have the proper milling machine for each project. The following is the proper milling machine for each project: seven (7) foot head or larger for all full milling projects and a four (4) foot head for any edge milling project (edge milling is defined as two (2) passes on each curb side of the street).) What is the reason for requiring a 4" mill for edge milling when a 7' or greater mill can provide the same result?  
**Answer: The 7 foot head is the milling machine commonly used for either edge or full milling. When a 7 foot head is not available, the Contractor shall be able to provide a 4 foot head.**
4. On page 7 of the bid submittal document, on the insurance checklist \_X\_23. Builder's Risk ..... Provide Coverage in the full amount of Contract, including any amendments is checked, Does this pertain to on call asphalt services?  
**Answer: Yes. Please refer to Section VI. Insurance Requirements above and the Revised Bid Form attached.**
5. Can the county provide a DocuSign or abode digital signature version of the bid submittal for electronic submission?  
**Answer: No. The County only executes final contracts in DocuSign.**
6. Will the County provide the bid tabulations for the previous contract?  
**Answer: Yes, please see the attached previous contract bid tabulation.**
7. It appears as though the only price adjustments for this contract are per the annual CPI-U and that the County does not adjust pricing based on market fluctuations of asphalt cement. Please confirm.  
**Answer: Please refer to Section II. Agreement and Contract Terms, 6. Contract Price Adjustment above.**

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Tomoka Price, VCO, VCA  
Procurement Officer  
[tprice@arlingtonva.us](mailto:tprice@arlingtonva.us)

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

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

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

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

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

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

**REVISED BID FORM**

**ELECTRONIC BIDS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 1:00 P.M., MARCH 18, 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.

The Contract Asphalt prices will be adjusted monthly in accordance with the provisions of the current [Virginia Department of Transportation \(VDOT\) Indices](#) calculation for asphalt price and fuel adjustments. If the increase or decrease difference between the base and current indices for PG 64-22 is ten percent (10%) or more, the Contractor may adjust the unit prices of the invoice for asphalt using the VDOT Indices for the month the work was performed. In case of an increase of the asphalt index, the Contractor is entitled to the price differential. In case of a decrease of the asphalt index, the Contractor shall provide the County a credit in the price adjustment on the Contractor's invoices. The base asphalt index month shall be March 2021.

Bidders shall enter the Unit Prices on Attachment A-Pricing sheet for the following Sections:

Tab 1 for Section S1 – S8                   \$ \_\_\_\_\_

Tab 2 for Section N1 – N12               \$ \_\_\_\_\_

**Grand Total of Section S1 – S8 (Tab 1) and N1 – N12 (Tab 2):**   \$ \_\_\_\_\_

**THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED.**

**SUBMITTED BY:**

*(legal name of entity)*

\_\_\_\_\_

**AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**PRINT NAME AND TITLE:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

E-MAIL  
ADDRESS: \_\_\_\_\_

THIS ENTITY IS INCORPORATED  
IN: \_\_\_\_\_

THIS ENTITY IS A:

*(check the applicable  
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE  
COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE  
SCC: \_\_\_\_\_

*Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.*

VIRGINIA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)*

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED  
FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR  
ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST  
THREE YEARS?

YES

NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST  
THREE YEARS?

YES

NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR  
TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR  
SUSPENDED IN THE PAST THREE YEARS?

YES

NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED  
OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE  
PAST TEN YEARS?

YES

NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW  
APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS,  
TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS,  
ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS  
THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER  
PENALTY IN THE AMOUNT OF \$5000 OR MORE?

YES

NO

BIDDER STATUS:

MINORITY OWNED:

WOMAN OWNED:

NEITHER:

The undersigned certifies that (Bidder Name) \_\_\_\_\_ is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia. Certificate Number \_\_\_\_\_ for a Class \_\_\_\_\_ License was issued on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The undersigned further certifies that the registration fee and all renewal fees required under law have been paid.

**LIQUIDATED DAMAGES:** PER MILLED SITES - **\$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 list of projects, of similar size and scope, that have been executed during the past 5 years for consideration of application to the below individual requirement.
  - Have successfully completed at least one (1) paving and milling contract with a value of at least \$1,000,000 within the past (5) five years.

Bidders' list shall include the following information to show compliance with the experience criteria:

- Project Name
- Project description and Bidder's scope of work within the project
- Project manager's name, telephone number and email address
- Work start date, scheduled completion, and actual completion date
- Initial contract cost and final contract cost

**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: \_\_\_\_\_

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:

- No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs of the bid that contain such data or materials:

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State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

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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.

CERTIFICATION OF NON-COLLUSION: 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.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_



**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: \_\_\_\_\_  
\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

**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
- X\_3. Commercial General Liability.....\$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- X\_4. Premises/Operations .....\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_5. Automobile Liability.....\$1 Million BI/PD each accident, Uninsured Motorist
- X\_6. Owned/Hired/Non-Owned Vehicles.....\$1 Million BI/PD each accident, Uninsured Motorist
- X\_7. Independent Contractors .....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_8. Products Liability .....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_9. Completed Operations .....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_10. Contractual Liability (Must be shown on Certificate) ..... \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_11. Personal and Advertising Injury Liability. .... \$1 Million each offense, \$1 Million annual aggregate
- X\_12. Umbrella Liability..... \$1 Million Bodily Injury, Property Damage and Personal Injury
- X\_13. Per Project Aggregate
- X\_14. Professional Liability
  - a. Architects and Engineers ..... \$1 Million per occurrence/claim
  - b. Asbestos Removal Liability ..... \$2 Million per occurrence/claim
  - c. Medical Malpractice ..... \$1 Million per occurrence/claim
  - d. Medical Professional Liability ..... \$1 Million per occurrence/claim
- X\_15. Miscellaneous E&O..... **\$1 Million per occurrence/claim**
- X\_16. Motor Carrier Act End. (MCS-90).....\$1 Million BI/PD each accident, Uninsured Motorist
- X\_17. Motor Cargo Insurance
- X\_18. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
- X\_19. Garagekeepers Liability ..... \$500,000 Comprehensive, \$500,000 Collision
- X\_20. Inland Marine-Bailee's Insurance ..... **\$2 Million**
- X\_21. Moving and Rigging Floater ..... Endorsement to CGL
- X\_22. Dishonesty Bond ..... \$ \_\_\_\_\_
- X\_23. Builder's Risk..... Provide Coverage in the full amount of Contract, including any amendments
- X\_24. XCU Coverage ..... Endorsement to CGL
- X\_25. USL&H..... Federal Statutory Limits
- X\_26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- X\_27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- X\_28. The County shall be named Additional Insured on all policies except Workers Compensation Errors and Omissions/Professional Liability and Auto.
- X\_29. Certificate of Insurance shall show Bid Number and Bid Title.
- X\_30. Environmental Impairment Liability, including coverage of on-site clean up.....BI/PD \$3 Million per occurrence/\$6 Million Aggregate
  - a. If work requires cleanup, remediation, and/or removal of bio-solids, bio-hazards waste, and any hazardous or toxic material via transportation request Business Auto Liability..... \$2 Million per occurrence with MCS-90 and CA9948 (or equivalent) endorsements specifically referenced in the certificate of insurance
- X\_31. Cyber insurance..... \$2 Million per occurrence/Aggregate
- X\_32. OTHER INSURANCE REQUIRED: \_\_\_\_\_

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the 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 all Contract insurance requirements.

BIDDER NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

