

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 20-250-ITB  
PROJECT NO.: DC13 - UPC 106969, DC14- UPC106970, DC17- UPC 106772

B I D F O R M

**SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY**

BIDS WILL BE OPENED AT 1:00 P.M., ON JUNE 15, 2020

FOR PROVIDING CONSTRUCTION AND STREETScape IMPROVEMENT SERVICES IDENTIFIED HEREIN IN  
ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

**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)***

**IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY  
DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY,  
VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?**

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.

**TIME LIMIT FOR PROJECT:** SUBSTANTIAL COMPLETION – 270 **CALENDAR DAYS**  
FINAL COMPLETION – 30 **CALENDAR DAYS** FROM  
SUBSTANTIAL COMPLETION

**LIQUIDATED DAMAGES:** SUBSTANTIAL COMPLETION - **\$1,038.00** PER DAY  
FINAL COMPLETION - **\$1,038.00** PER DAY

**MINIMUM BIDDER QUALIFICATIONS:**

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

- Proof of 5 years of experience conducting public works infrastructure and roadway projects. The experience shall be work of similar size and scope,
- List of 3 similar projects recently completed projects that involving the same material, equal size, and comparable length. For each project, Bidders shall list the following information:
  - 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
- Resume of the proposed Superintendent with their Bids. Superintendent assigned to this work, shall have at least 3 years of experience in overseeing projects of similar type and size.

**COMPLETE THE PRICING SHEET PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A  
TO ITB NO. 20-250-ITB AND SUBMIT IT WITH YOUR BID.**

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

**STIPULATED PRICE ITEMS**

The Contractor agrees to perform related work for the following items at the stipulated prices shown:

#	ITEM DESCRIPTION	UNIT	PRICE
1	CONCRETE PIER, CRADLE, OR ENCASEMENT	CY	\$200.00
2	ROCK EXCAVATION	CY	\$100.00
3	CRUSHER RUN VDOT #25 OR APPROVED EQUAL	CY	\$75.00
4	OVER EXCAVATION	CY	\$50.00
5	TEST PITS	EA	\$500.00
6	SELECT BORROW	CY	\$50.00

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 FROM THE VENDOR REGISTRY WEBSITE AT:

<https://vrapp.vendorregistry.com/bids/view/bidslst?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088>.

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

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: 

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ADDRESS: 

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E-MAIL: 

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**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 ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_8. Products Liability ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_9. Completed Operations ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_10. Contractual Liability (Must be shown on Certificate) ..... \$500,000 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
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 ..... \$ Limits as set forth in Virginia Code 8.01.581.15
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
18. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
19. Garagekeepers Liability ..... \$500,000 Comprehensive, \$500,000 Collision
20. Inland Marine-Bailee's Insurance ..... \$ \_\_\_\_\_
21. Moving and Rigging Floater ..... Endorsement to CGL
22. Crime and Employee Dishonesty Coverage ..... \$ \_\_\_\_\_
- X\_23. Builder's Risk ..... Provide Coverage in the full amount of Contract, including any amendments
24. XCU Coverage ..... Endorsement to CGL
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 an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- X\_29. Certificate of Insurance shall show Bid Number and Bid Title.
30. 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: \_\_\_\_\_

#### ESCROW AGREEMENT

The following pages contain the escrow agreement authorized by 2.2-4334 of the Code of Virginia. Its use is at the Contractor's option. If the Contractor elects to use the escrow procedures, indicate by completing the applicable section of the Bid Form. If the Contractor indicates that it elects to use the escrow procedures, the Contractor must submit the completed escrow agreement to the County, signed by all parties except the County, no later than fifteen (15) days after the date of the notice of award or intent to award issued by the County Purchasing Agent. Escrow agreements received after that time will not be considered.

## ESCROW AGREEMENT

THIS AGREEMENT, made and entered into on the date of execution of this agreement by the County by, between and among the County Board of Arlington, Virginia (County), \_\_\_\_\_ (Contractor), \_\_\_\_\_ and \_\_\_\_\_ (Name of Bank), \_\_\_\_\_ (Address of Bank), a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of Virginia (hereinafter referred to collectively as Bank) and (Surety) provides:

- I. The County and the Contractor have entered into a Contract with respect to \_\_\_\_\_ (Contract). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor.
- II. In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the County is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the County, elected to have these retained amounts held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of, the Contract or any other instrument or agreement between the County and the Contractor.
- III. The County shall from time to time pursuant to its Contract pay to the Bank amounts retained by it under the Contract. Except as to amounts actually withdrawn from escrow by the County, the Contractor shall look solely to the Bank for the payment of funds retained under the Contract and paid by the County to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this Contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

- IV. Upon receipt of checks or warrants drawn by the County and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.
- V. The following securities, and none other, are approved securities for all purposes of this Agreement:
  - (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
  - (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,

- (3) Bonds or notes of the Commonwealth of Virginia,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates.
- (6) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

- VI. The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the County Comptroller, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Treasurer of Arlington County, Virginia for the account of the County. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the County Comptroller, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

- VII. For its services hereunder, the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.
- VIII. The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the



Bank's fee or any other costs of administration, such income shall be deemed a part of the principal of the fund.

- IX. The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the contract are not affected hereby.

WITNESS the following:

\_\_\_\_\_, CONTRACTOR

By: \_\_\_\_\_ (Officer/Partner/Owner)

Date: \_\_\_\_\_

Bank Attest: \_\_\_\_\_ (Bank Officer)

Bank: \_\_\_\_\_

By: \_\_\_\_\_ (Vice President)

Date: \_\_\_\_\_

Surety Attest: \_\_\_\_\_ (Surety Company)

By: \_\_\_\_\_ (Resident Virginia Agent)

\_\_\_\_\_, (Address)

Date: \_\_\_\_\_

By: \_\_\_\_\_ (Attorney in fact)

Date: \_\_\_\_\_

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: \_\_\_\_\_ (Purchasing Agent)

Date: \_\_\_\_\_