

INVITATION FOR BID # 16-28

COUNTY OF MONTGOMERY
PURCHASING DEPARTMENT
 755 ROANOKE STREET, SUITE 2C
 CHRISTIANSBURG, VA 24073-3179

DATE		BID OPENING DATE AND HOUR	SEALED BID
February 10, 2016		March 1, 2016 3:00PM	Yes

ADDRESS ALL INQUIRES AND
 CORRESPONDENCE TO:
 Montgomery County Purchasing Department
 755 Roanoke Street, Suite 2C
 Christiansburg, VA 24073-3179
 Heather M. Hall, C.P.M.
 Telephone Number: (540) 382-5784
 Fax Number: (540) 382-5783
 e-mail address:
hallhm@montgomerycountyva.gov

SPECIAL INSTRUCTIONS

1. **Sealed Bid** responses should be returned in a envelope with the bid number and opening date indicated on the outside of the envelope.
2. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department.
3. Responses must be submitted on this form and the attachment provided.
4. Responses should be signed below.
5. Responses will be received in the Montgomery County Purchasing Department, at the address listed above, until the bid opening date and hour or, if specified, the bid return date and hour shown above.
6. Contact the Purchasing Department for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
7. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED BY MONOTGOMERY COUNTY IN THE BODY OF THE BID.
8. Attachment A is incorporated by reference into this invitation for bid and any resulting contract.

NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	Installation of drainage structures and repair of drainage structures in accordance with the details on Hogan's Retreat Road and Drainage Design Sheets 4 and 6.	1	Lot	for	\$ _____
2.	Re-grade, shape, and stabilize with permanent vegetation the ditch lines as indicated on Hogan's Retreat Road and Drainage Design Sheets 4 and 6.	1	Lot	for	\$ _____
3.	Cut out settlement areas and patch roadway in accordance with the attached <i>Asphalt Pavement Restoration Detail for Open Cut Utility Installations</i> in the locations indicated on Hogan's Retreat Road and Drainage Design Sheets 4, 5 and 6.	1	Lot	for	\$ _____
4.	Overlay roadway intersection as indicated on Hogan's Retreat Road and Drainage Design Sheet 4 with 1.5 inch minimum of SM9.5A asphalt. Refer to Overlay Tie-In Detail.	1	Lot	for	\$ _____
<p> Optional Pre-Bid will be held at the site, Tuesday, February 23, 2016 at 10 a.m. Please call Jessica Albert at 540-382-5784 no later than February 22, 2016 to confirm that you will be attending the pre-bid. Subdivision entrance on Dry Valley Road, approximately ½ mile north of the intersection with SR 693 Childress Road. </p>					

IN ACCORDANCE WITH THIS INVITATION FOR BID AND SUBJECT OF ALL TERMS AND CONDITIONS IMPOSED HERIN AND IN ATTACHMENTS, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ITEM(S) FOR THE PRICES OFFERED.

FULL LEGAL NAME (PRINT)	FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
PURCHASE ORDER ADDRESS	PAYMENT ADDRESS	TERMS NET 30
CONTACT NAME/TITLE (PRINT)	SIGNATURE (INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE NUMBER
		FAX NUMBER

Section 1000 – Summary

The project is located in the Hogan's Retreat Subdivision off of Route 787 Dry Valley Road in Montgomery County, Virginia and is being administered by Montgomery County. County funds are being used for this project to do remedial work so that the roads will be accepted into the state secondary roads system that is maintained by VDOT.

Work shall be performed in accordance with VDOT's 2007 Road and Bridge Specifications.

Drainage work will be performed under the Nationwide Environmental Permit as a maintenance item. The contractor is required to develop and submit for approval a stream diversion plan for the drainage work related to the triple line of 36" pipe.

All disturbed areas shall be reseeded. The contractor is required to submit a plan to include seeding mix for approval prior to commencing work. This is considered incidental to Items 1 and 2 and is not a separate pay item.

All questions should be directed to Montgomery County's Project Manager Dan Brugh at:

755 Roanoke Street
Suite 21
Christiansburg, VA 24073
540-394-2145 (office phone), 540-320-3263 (cell phone)
brughjd@montgomerycountyva.gov (email)

The work shall consist of various repairs to the roadways in Hogan's Retreat Subdivision as indicated by the handwritten notes on the attached Hogan's Retreat Road and Drainage Design sheets 4, 5 and 6. Pavement patching and repair work is to be performed in accordance with the attached Asphalt Pavement Restoration Detail for Open Cut Utility Installation. Drainage pipe repair and installation shall be in accordance with VDOT's 2008 Road and Bridge Standards.

The contractor shall be responsible for maintenance of traffic in accordance with the current version of the Virginia Work Area Protection Manual. The contractor shall also coordinate its schedule of work with the County's Project Manager or designee so that at least seven (7) calendar days notice is provided prior to the start of work.

Section 1100 – Payment

Payment shall be in accordance with Montgomery County's attached terms and conditions. The lump sum pricing for each category of work shall include all necessary labor, equipment and materials needed to perform the work identified on the plans. Traffic control and maintenance of traffic will be considered incidental to the work and will not be a separate pay item.

Section 1200 – Schedule

The fixed completion date for this project is May 2, 2016.

ATTACHMENT A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountvva.gov/filestorage/16277/16344/16633/16661/IFB_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

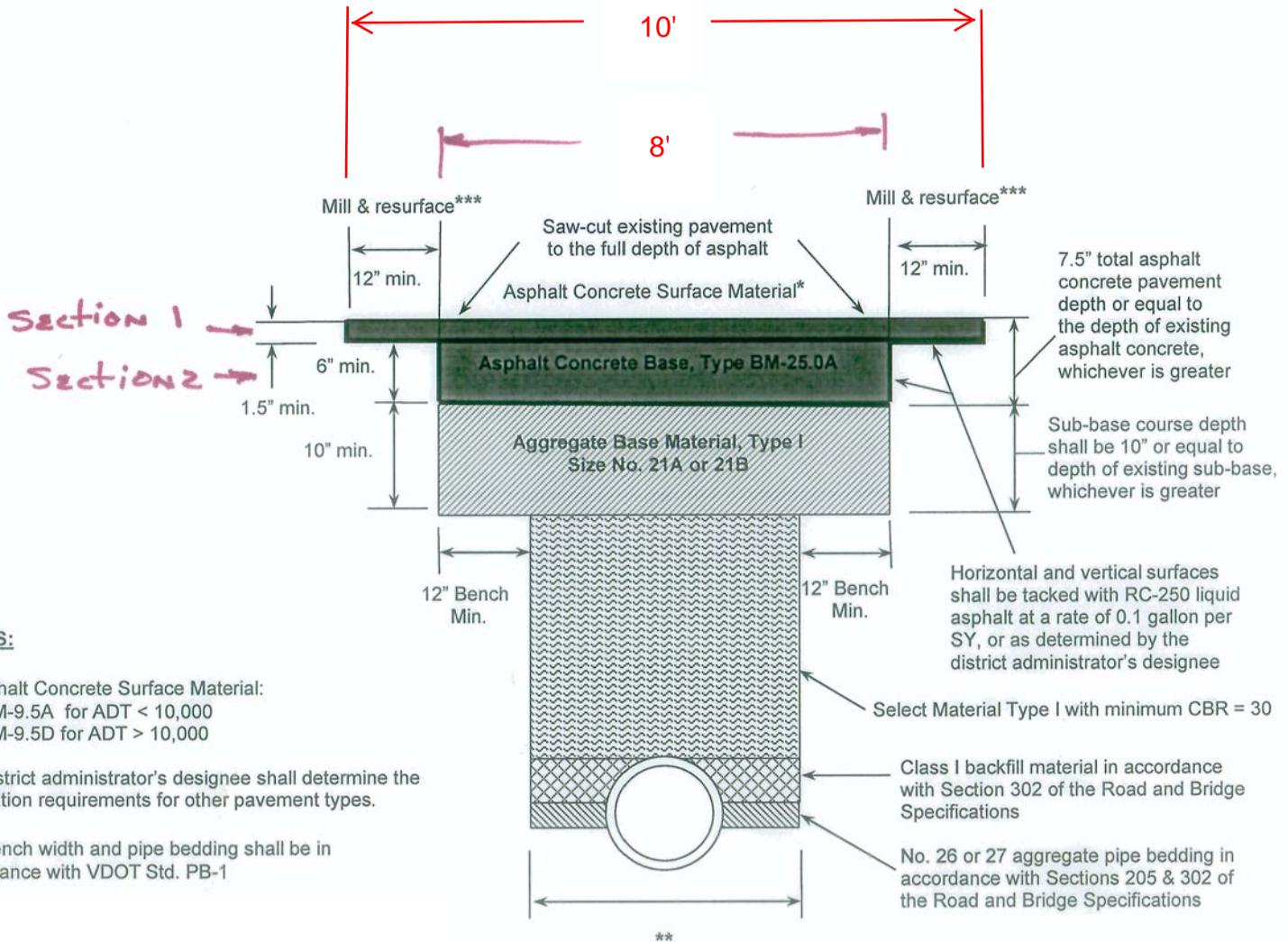
1. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Montgomery County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **IDENTIFICATION OF SEALED BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and addressed as follows:
MONTGOMERY COUNTY
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, Virginia 24073-3179
Reference the opening date and hour, and Bid Number in the lower left corner of the envelope or package.
If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other correspondence or other bids should be placed in the envelope. Bids may be hand delivered to the Montgomery County Purchasing Department.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
7. **INSURANCE:**
By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
8. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, Montgomery County reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Montgomery County whenever such low bid exceeds Montgomery County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Montgomery County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Montgomery County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Montgomery County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by Montgomery County and the lowest responsive, responsible bidder.
9. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
10. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
11. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: _____ Subcontractor Name: _____

License #: _____ Type: _____

12. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for Montgomery County use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
13. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
14. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
15. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
16. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

Asphalt Pavement Restoration Detail for Open Cut Utility Installations



NOTES:

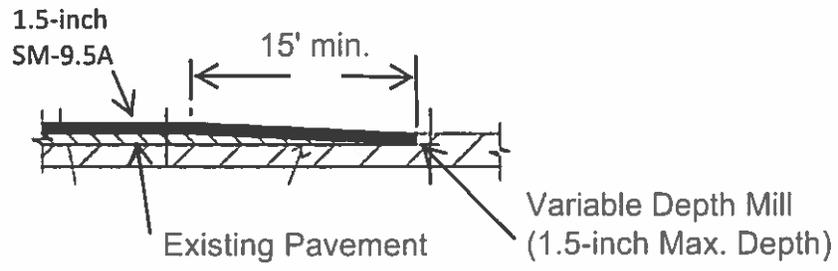
* Asphalt Concrete Surface Material:
SM-9.5A for ADT < 10,000
SM-9.5D for ADT > 10,000

The district administrator's designee shall determine the restoration requirements for other pavement types.

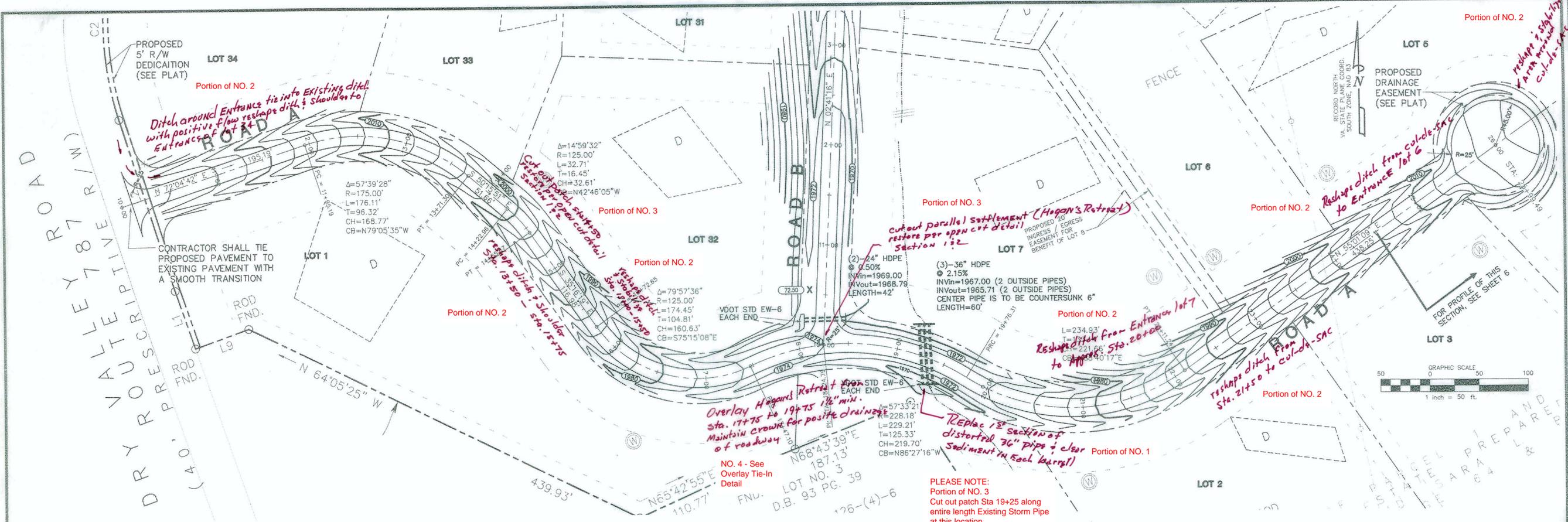
** Trench width and pipe bedding shall be in accordance with VDOT Std. PB-1

Date: August 27, 2014

Not to Scale



Overlay Transition Tie-In Detail



GAY AND NEEL, INC.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 SURVEYING
 1260 Radford Street
 Christiansburg, Virginia 24073
 Phone: (540) 381-6011 Fax: (540) 381-2773
 Email: info@gayandneel.com

Road A Plan and Profile

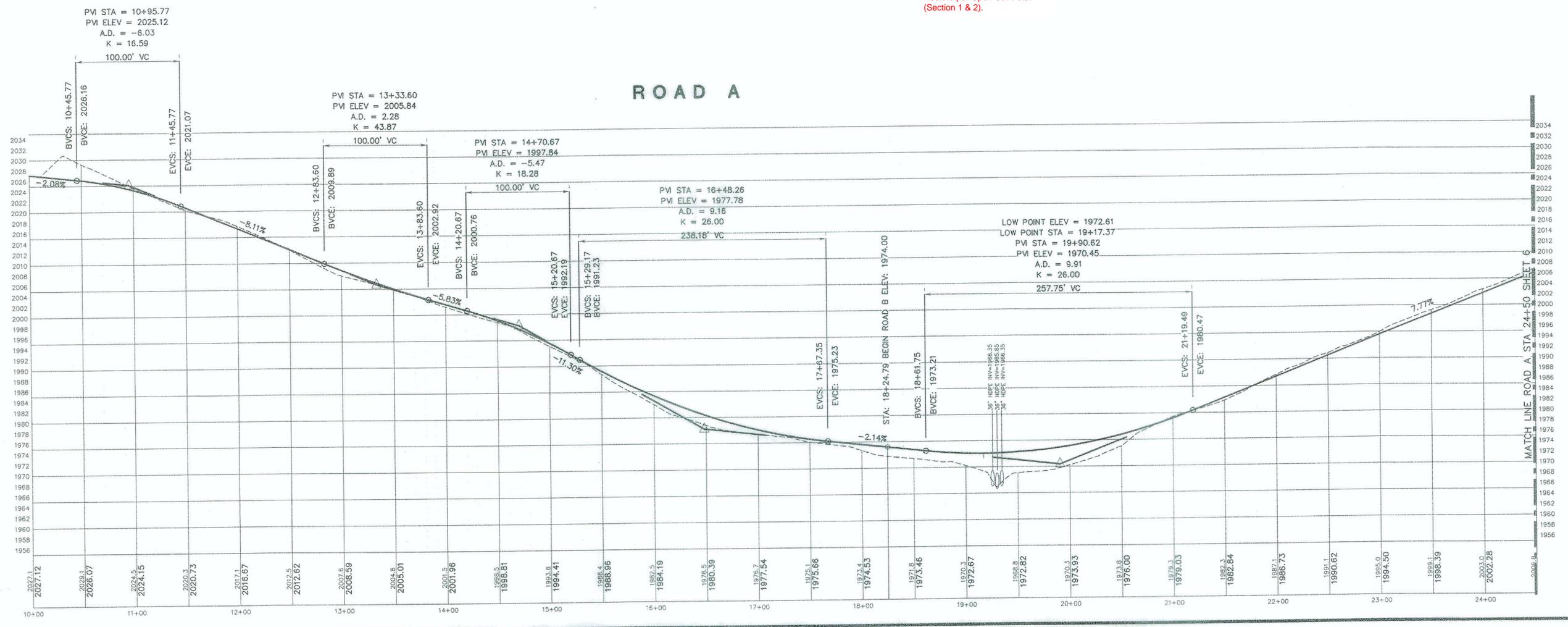
**Hogan's Retreat
 Road and Drainage
 Design**
 Montgomery County, Virginia

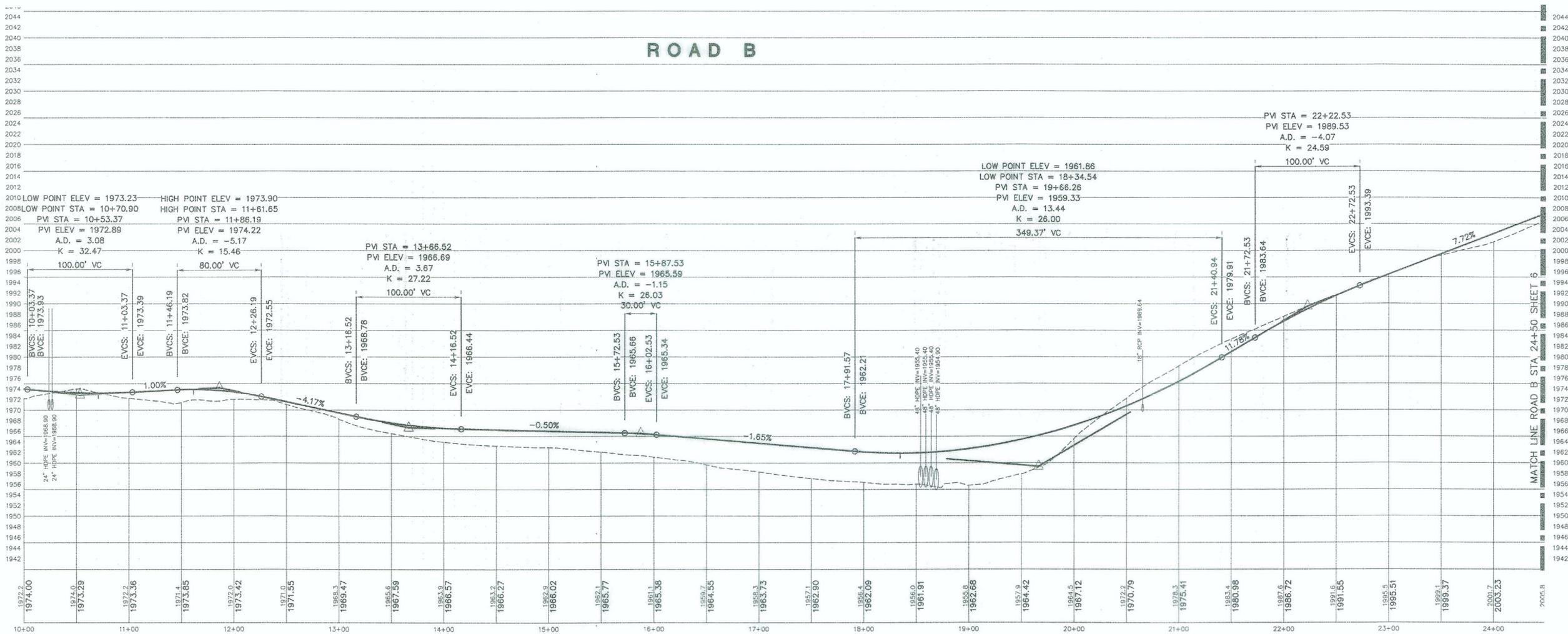
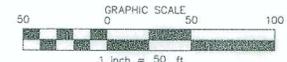
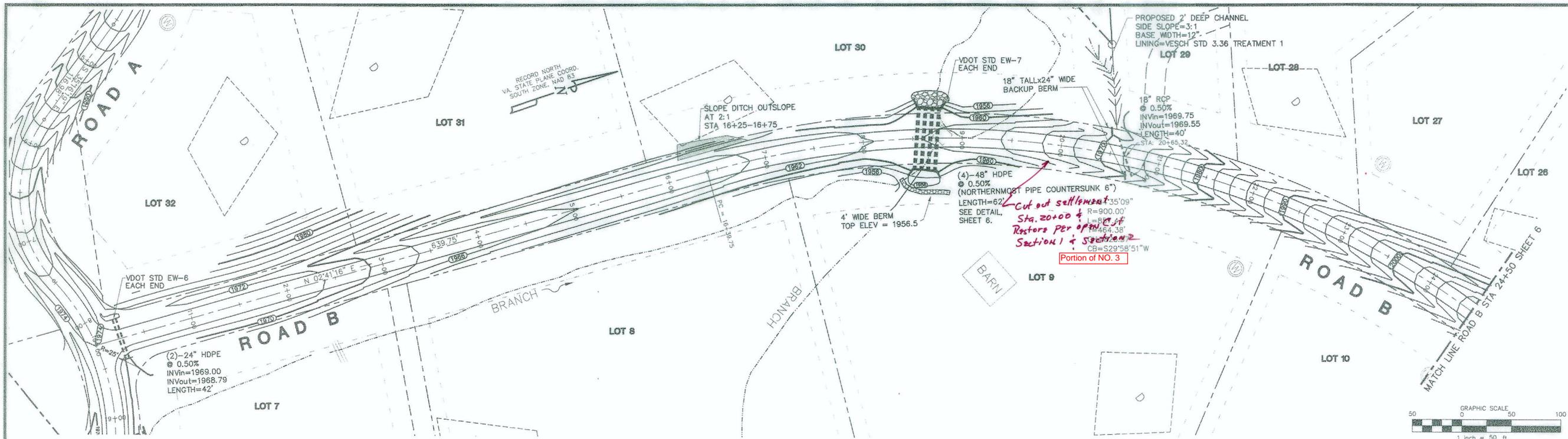
COMMONWEALTH OF VIRGINIA
JOHN T. NEEL
 Lic. No. 035780
 PROFESSIONAL ENGINEER

REVISED:
 12/10/07
 02/07/08

DESIGNED/CALC.: KDC
 CHECKED: LHS
 DRAWN: LHS
 SCALE: H: 50' V: 10'
 DATE: 08/15/07

JOB NO. 1290.2
 SHEET 4 OF 9

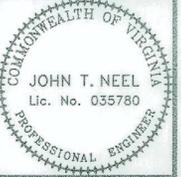




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Road B Plan and Profile

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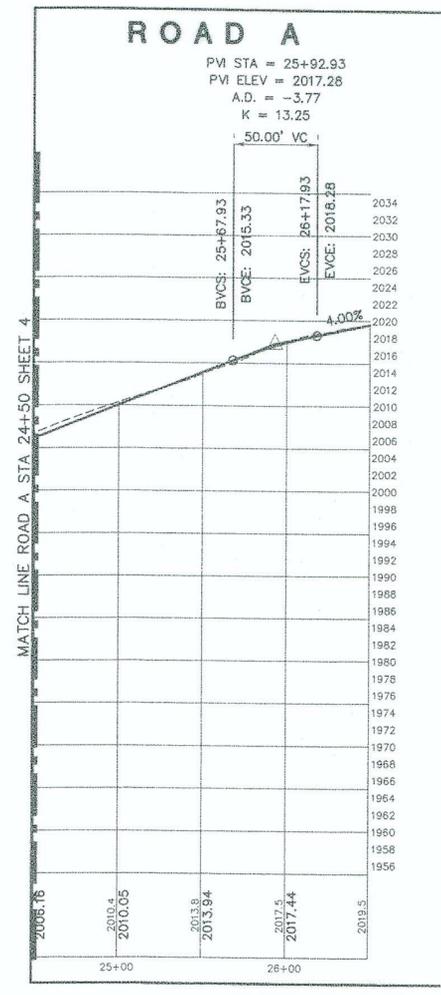
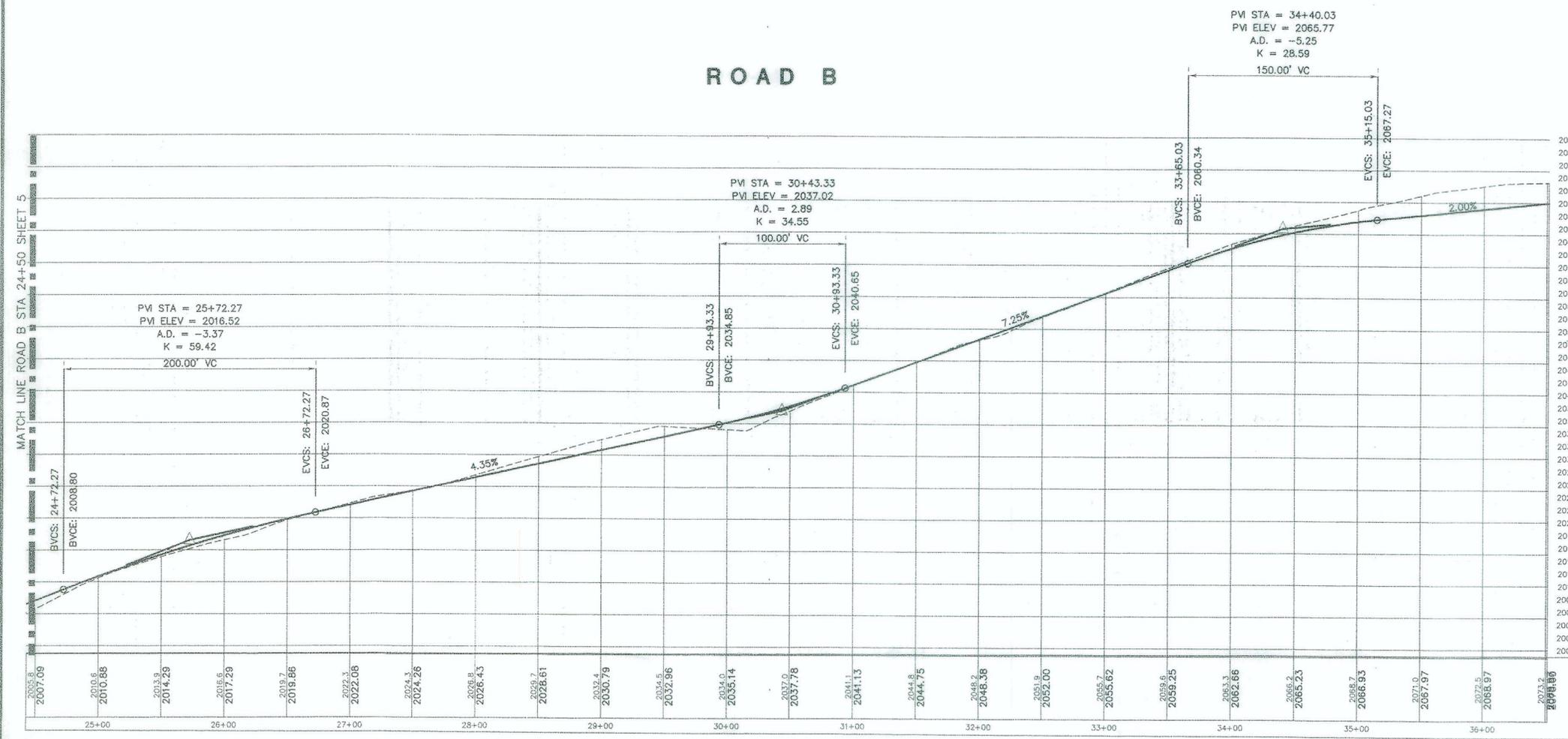
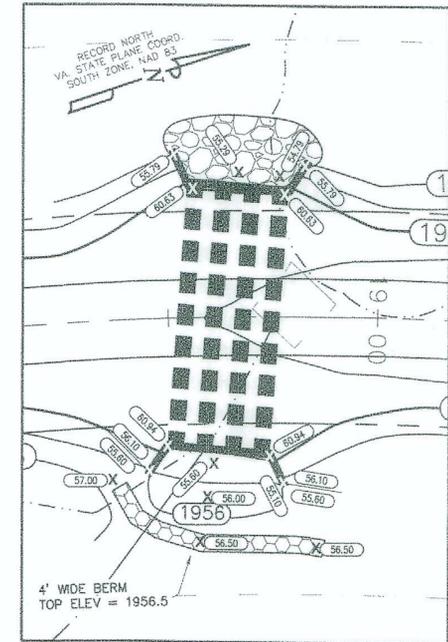
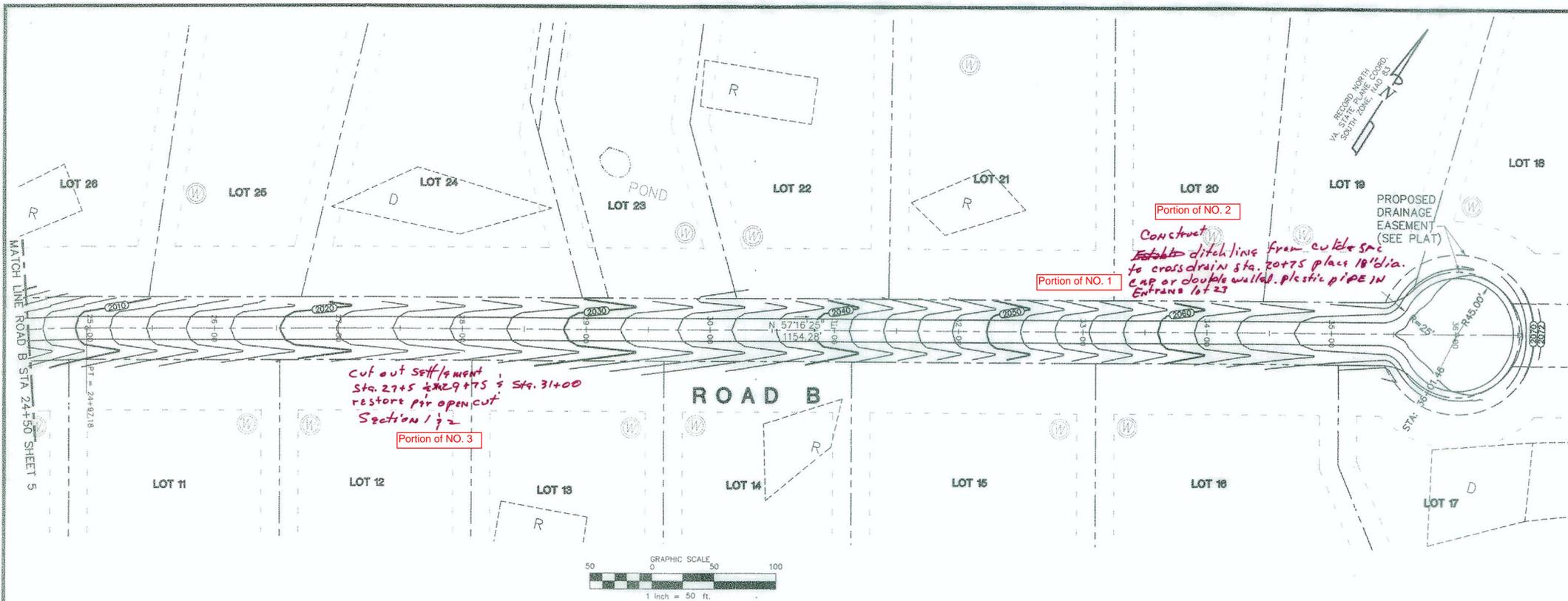


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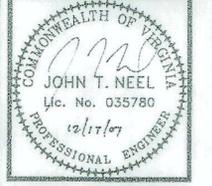
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Road B Plan and Profile

**Hogan's Retreat
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JOB NO. 1290.2
SHEET 6 OF 9

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