

# INVITATION FOR BID # 15-12

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

DATE		BID OPENING DATE AND HOUR	SEALED BID
January 13, 2015		January 27, 2015 3:00PM	No

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](mailto: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.

### COMMODITY: Huckleberry Trail Access Parking Paving

NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	Paving Huckleberry Trail Access parking area at the intersection of Merrimac Road (Route 657) and road to the consolidated site (Route 701.)  Project to be completed in spring of 2015.	1	Lot	For	\$_____

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		<b>TERMS NET 30</b>	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (INK)		DATE	
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE NUMBER		FAX NUMBER	

**MONTGOMERY COUNTY GOVERNMENT CENTER**  
**Parks and Recreation**  
**PAVING SPECIFICATIONS**

**1. SCOPE:**

Paving huckleberry trail access parking area at the intersection of Merrimac Road (Route 657) and road to the consolidated site (Route 701). Consisting of approximately 330 square yards (99'X30'). See attached map of area shaded orange

**2. SPECIAL CONDITIONS:**

- (A) Asphalt paving shall be performed when temperatures are forty degrees (40) or higher for a minimum of 2 hours.
- (B) Projects shall be completed in the spring of 2015.

**3. MEASUREMENTS:**

All measurements indicated in the specifications are approximate and shall not be used to determine actual area. Vendors are responsible for preparing actual measurements and calculations.

**4. ASPHALT:**

- (A) A minimum of six inches (6") of compacted 21A stone subgrade.
- (B) Two and One Half inches (2.5") of compacted BM25 asphalt shall be placed over 21A stone base.

**5. CLEANING:**

Upon completion of all saw-cutting at street borders (transitions), the entire parking area shall be mechanically broom swept and blown. Milling and other debris shall be discarded by the vendor.

**6. TACK COAT:**

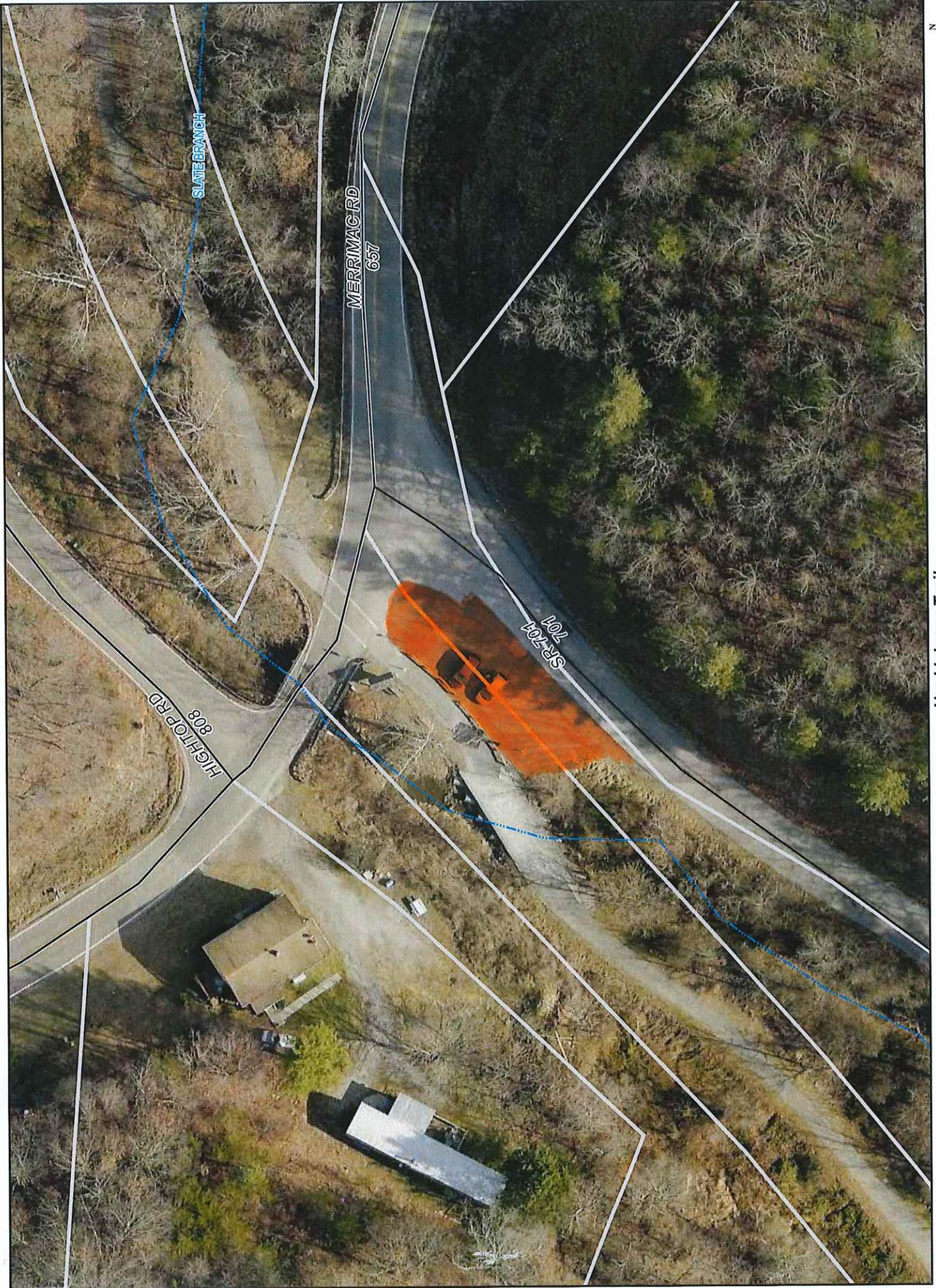
A tack coat of CRS2 shall be applied to the entire area that is to receive overlay pavement.

**7. OVERLAY ASPHALT:**

Overlay asphalt shall be SM-9.5AL. Asphalt shall be one and one half inches (1-1/2") compacted.

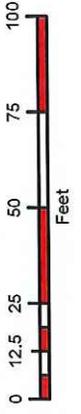
**8. RESTRIPING:**

Contractor shall restripe 10 – 9' parking spots (1 of the 10 being a handicap parking spot) with approved asphalt restriping paint. Paint shall be applied by a mechanical/pneumatic spraying machine.



**Huckleberry Trail  
at  
Merrimac & Hightop Rd**

Map Prepared by Montgomery County, Va  
Planning and GIS Services, 01/12/2015



**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

[http://www.montgomerycountyva.gov/filestorage/1146/98/175/703/ifb\\_terms\\_and\\_conditions.pdf](http://www.montgomerycountyva.gov/filestorage/1146/98/175/703/ifb_terms_and_conditions.pdf)

**SPECIAL TERMS AND CONDITIONS**

1. **EVALUATION AND AWARD:** 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. However, Montgomery County reserves the right on multiple item procurements to make a separate award of each item, a group of items, and to make an award either in whole or in part, whichever is deemed in the best interest of Montgomery County. In case of arithmetical 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. **BID ACCEPTANCE PERIOD:** Any bid received in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
5. **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: \_\_\_\_\_

6. **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.
7. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
8. **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.
9. **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.
10. **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 - \$500,000.00

The 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.
11. **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.
12. **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.

13. **SAFETY:** All contractors working on projects for Montgomery County must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virginia Occupational Health Act (VOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the VOSHA standards. In addition, the contractor must also provide Montgomery County with a written safety program that he intends to follow in pursuing work under this contract. In lieu of providing such a program, the contractor may elect to comply with the "Montgomery County Safety Guide for Contractors and Subcontractors" and advise Montgomery County in writing of his election to do so. No work under this contract will be permitted until Montgomery County is assured that the contractor has an adequate safety program in effect.
14. **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.
15. **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.
16. **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.  
Any bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, as amended or as otherwise required by law, shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.