

**County of Shenandoah**  
**600 N. Main Street, Suite 102**  
**Woodstock, Virginia 22664**  
May 16, 2019

**INVITATION TO BID**

**INVITATION TO BID NUMBER:** 2019-001

**PROPOSAL ISSUING DATE:** May 16, 2019

**PROPOSAL CLOSING DATE:** June 12, 2019 – 2:30 p.m.

**SUBJECT:** Paving – Park Walking Trail – Maurertown, VA

To whom it may concern:

Sealed bids for the supply of the goods and services fully described in the enclosed Contract Specifications will be accepted until June 12, 2019 at 2:30 p.m. and publicly opened and read on June 12, 2019 at 2:30 p.m. Site visits may be made by appointment by calling Mr. Jered Hoover, Director of Parks & Recreation, at (540) 975-0002.

Bids must be prepared in complete conformance with the enclosed Bid Information and Requirements form, which is hereby incorporated into this invitation. Failure to meet any standard set forth in the Bid Information and Requirements Form (“BIRF”) may result in rejection of the bid. The enclosed BIRF is hereby incorporated in and made a part of this invitation to bid.

Unless a greater percentage is specified elsewhere in the contract documents, up to five percent of any sum due may be retained by the County to assure faithful performance of the contract. All retainage will be paid to the contractor with the last payment. *If* the contract exceeds \$200,000 *and* it relates to the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, or the installation of water, gas, sewer lines or pumping stations, the contractor may elect to have the retainage paid into an escrow account.

*OPTIONAL PROVISIONS:*

*Bidders must provide a bid bond equal to 5% of the amount of their bid with their bids, in accordance with the BIRF which is enclosed. Alternatively, bidders may provide a certified check, cashier's check, or cash escrow in the face amount required for the bond.*

*Successful bidders must provide a Performance Bond and a Labor and Material Payment Bond in accordance with the BIRF. Alternatively, bidders may provide a certified check, cashier's check, or cash escrow in the face amount required for the bond.*

Any bidder, upon request, shall be afforded the opportunity to inspect bid records within

a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract.

Prices quoted in bids must be held firm for thirty (30) days after the date set for the opening of the bid to allow the County time to process and award contract(s).

Very truly,

A handwritten signature in black ink, appearing to read 'E. Vass', is written over the typed name.

Evan L. Vass,  
County Administrator

Enclosure

## SHENANDOAH COUNTY, VIRGINIA

### BID INFORMATION AND REQUIREMENTS

#### 1. General:

- a. This document will form part of the contract between the successful bidder and the County. The terms of this document are subject to the Invitation to Bid ("ITB"), which shall control in the event of conflict.
- b. Sealed bids subject to the conditions, specifications, and instructions below and on the attached sheets hereto, will be received in person at the County's Administration Office, 600 North Main Street, Suite 102, Woodstock, Virginia, 22664, until the time and date specified in the ITB. If the ITB so indicates, bids may also be transmitted by email.
- c. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision risk not being considered.

#### 2. Contents of Bids:

- a. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder should show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder should submit proof that the individual has the authority to bind the firm or corporation.
- b. Unless the ITB or specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its equivalent, shall be furnished. If the bidder proposes equivalent but not identical items, the bidder must furnish descriptive literature and full particulars for review, so that the County may assure equivalence of items.
- c. Samples of items, if requested, shall be furnished by the bidder without charge. Upon request, within sixty days after the date set for opening the bids, the samples will be returned at the bidder's expense. Otherwise samples may be destroyed or consumed.
- d. Time of proposed delivery shall be stated in number of calendar days. General terms such as "stock," "immediately," and "as soon as possible," may be cause for rejection. Unless otherwise specified, quote the earliest delivery date as it may be considered a factor in making an award.
- e. All erasures, interpolations, and other changes in the bid should be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures,

alterations, or items not called for in the proposal, may be rejected by the County as being incomplete.

- f. Unless a lump sum price is specifically requested, unit and extended prices should also be given. Failure to do so may cause a bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.
- g. Bids based on a firm price or those including a “downward escalator” clause may be given preference over lower ones bearing an “escalator” clause.
- h. Bidder shall submit with the bid descriptive literature of the commodities, equipment, materials, supplies or services which he or she proposes to furnish, if such articles are produced by a different manufacturer than those specified.
- i. The bid, the bid security, if any, and any other documents required, should be enclosed in a sealed opaque envelope.

3. **Bidder's Representations:**

- a. Each bidder, by submitting a bid in response to this invitation to bid, represents that the bidder has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any bidder from any obligations with respect to his bid or to the contract.

4. **Contractor's Registration:**

Construction contractors are referred to Chapter 11 of Title 54.1 of the Code of Virginia, concerning residency issues, licensing issues, and evidence of licensure. They shall submit proper evidence of their registration prior to the consideration of bids.

5. **Addenda:**

- a. If any party contemplating the submission of a bid on this invitation is in doubt as to the meaning of any part of the plans, specifications or other documents, he should submit a written request for an interpretation thereof to the County. Typically, an interpretation of the contract specifications will be made by addendum duly issued to each party receiving invitation to bid. Addenda will be available at the County offices for review by any interested party. THE COUNTY SHALL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF CONTRACT SPECIFICATIONS, EXCEPT AS

**ISSUED BY ADDENDUM.**

- b. Any changes to the ITB or contract specifications shall be in the form of a written addendum from the County which shall be signed by the County Administrator or any duly authorized representative.
- c. To the extent practicable, all addenda will be issued no later than four calendar days prior to the date set for the receipt of bids except an addendum extending the date for the receipt of bids or an addendum withdrawing the invitation to bid.
- d. Each bidder shall be responsible for determining that all addenda issued by the County for the ITB have been received before submitting a bid proposal for the work.
- e. Each bidder should acknowledge the receipt of each addendum in his bid.
- f. Unless otherwise instructed by a potential bidder, the County will issue addenda by email, wherever practicable. If the County does not know a potential bidder's email address, or if email transmission is impracticable, the County may use any other method of delivery reasonably calculated to result in timely delivery to potential bidders.

**6. Taxes:**

- a. The successful bidder shall pay all Town, County, State, and Federal taxes. Such taxes shall not be in addition to the contract price between the County and the successful bidder, as the taxes shall be an obligation of the successful bidder and not of the County, and the County shall be held harmless for same by the successful bidder.

**7. Building Inspection Fees:**

It is the responsibility of the successful bidder to secure all required permits to perform work in Shenandoah County. If a permit is required from the Shenandoah County Building Inspection Department as required by code, no fee will be assessed and it should not be included as an additional cost of this bid.

**8. Submission of Bids:**

- a. All bidders should use the form provided, if any, in submitting their bids.
- b. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the invitation to bid number, commodity, and due date of the bid. Additional copies of bids should be enclosed in the same envelope as the original bid.
- c. If a bid contains proprietary information or trade secrets, such information must

be submitted in a separate sealed and resealable envelope, and clearly marked as such.

- d. Where email bids are allowed, these provisions shall be followed as closely as practicable.

9. **Bid Security:**

- a. If the bidder is required to furnish a bid bond by the invitation to bid, or if the bid is for a construction contract in excess of \$500,000, bidder shall obtain a bid bond from a surety company authorized to do business in Virginia as a guarantee that if the contract is awarded to the bidder, the bidder will enter into the contract for the work described in the bid at the bid price. Alternatively, the bidder may provide a certified check, cashier's check, or cash escrow in the face amount required for the bond.

10. **Modification of Bid:**

- a. A bid may be modified or withdrawn by the bidder anytime prior to the time and date set for the receipt of bids. The bidder shall notify the County, in writing of his intentions.
- b. Modified and withdrawn bids may be resubmitted to the County up to the time and date set for the receipt of bids.
- c. No bid can be withdrawn after the time set for the receipt of bids and for sixty days thereafter.
- d. Bidders whose bids contain a numeric or clerical error (as opposed to a mistake in judgment) may withdraw such bids within two business days of the date and time of opening the bids by notifying the County Administrator of the decision to withdraw in writing. The bidder's original work papers shall be included with such notice.

11. **Expenses Incurred in Preparing Bid:**

Shenandoah County accepts no responsibility for any expense incurred in the bid preparation and presentation, such expenses to be borne exclusively by the bidder.

12. **Bidder Responsibility:**

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by Shenandoah County that the bidder will rely upon. No plea of ignorance of such conditions and requirements will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents; nor will it be accepted as a basis

for any claim whatsoever for any monetary considerations on the part of the successful bidder.

13. **Opening of Bids:**

- a. All bids received on time will be opened and publicly read aloud.
- b. Any bidder, upon request, will be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to restart the procurement process. Otherwise, bid records shall be open to public inspection only after award of the contract.

14. **Insurance:**

- a. Unless expressly waived by the County, the successful bidder shall maintain insurance to protect themselves and the County from claims under the Workman's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the bidder or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the specifications of this section, or the requirements of applicable law, if greater.

The successful bidder shall carry public liability insurance at least in the amounts specified below, including the contractual liability assumed by the contractor, and shall deliver Certificates of Insurance from carriers acceptable to the County specifying such limits, with the County named as an additional insured. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

- Worker's Compensation and Employer's Liability  
Coverage A – Statutory Requirements  
Coverage B – \$100,000 Per Occurrence  
Coverage C – \$100,000/\$100,000 Accident and/or Disease  
All States Endorsement
- Automobile Liability, including Owned, Non-Owned and Hired Car Coverage  
Bodily Injury - \$2,000,000 per person, \$2,000,000 each occurrence
- Comprehensive General Liability  
Bodily Injury - \$2,000,000 per occurrence, \$2,000,000 annual aggregate  
Property Damage - \$250,000 per occurrence, \$250,000 annual aggregate

Including Completed Operations/Products, Contractual Liability for Specified Agreement, Personal Injury, (XCU) Explosion, Collapse and Underground Coverage, Broad Form Property Coverage.

15. **Award of Contract:**

- a. The Purchasing Agent reserves the right to waive any informality in bids and to reject any or all bids. Where doing so would not undermine the purposes of the County's procurement policy (in the sole judgment of the Purchasing Agent) the Purchasing Agent can, in its discretion, accept a bid which is non-conforming in one or more respects.
- b. The Purchasing Agent shall have the right, before awarding the contract, to require a bidder to submit such evidence of his qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder.
- c. If the bid from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate with the apparent low bidder to obtain a contract within available funds. The Purchasing Agent or his or her designee shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds available funds. The Purchasing Agent shall further suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope. Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within available funds shall be permissible. The lowest responsible bidder shall submit an addendum to its bid, which addendum shall include: the change in scope for the proposed purchase, the reduction in price, and the new contract value. If the proposed addendum is acceptable to the Purchasing Agent, he or she may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal. If the Purchasing Agent and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.
- d. The bidder to whom the contract is awarded shall, within twenty days after prescribed documents are presented for signature, execute and deliver to the Purchasing Agent the contract forms and any other forms or bonds required by the bid.
- e. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the state courts serving Shenandoah County, Virginia.
- f. The Purchasing Agent reserves the right to bid individual jobs as it deems necessary.
- g. Price is not the sole consideration in awarding a contract. Superior qualifications, life-cycle costing, value analysis, quality of workmanship, delivery cost and timing, and suitability for the County's particular purpose may all be taken into effect.

16. **Bonds:**

If the successful bidder is required to furnish a Performance Bond and a Labor and Material Payment Bond by the invitation to bid, or if the bid is for a construction contract in excess of \$500,000, the successful bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the requirements of § 2.2-4337 of the Code of Virginia. Alternatively, the bidder may provide a certified check, cashier's check, or cash escrow in the face amount required for the bond.

17. **Contractor's Performance:**

- a. The successful bidder shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with the terms, conditions, specifications and drawings of his bid and the contract documents.
- b. The successful bidder agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under this contract.
- c. The successful bidder shall secure all necessary permits for the proper execution and completion of the work. All bids submitted shall include in price the cost of any business or professional licenses, permits or fees required by Shenandoah County, the Commonwealth of Virginia, or any other governmental entity. Do not include the cost of permits issued by the County in your bid price.
- d. The successful bidder shall ensure that his employees exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- e. The successful bidder shall cooperate with County officials in performing the work so that interference with existing County operations will be held to a minimum.
- f. The successful bidder agrees and covenants that he or she shall indemnify and hold the County and its employees and agents harmless against and from all liability, claims, damages and costs, including attorneys' fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not also caused in part by a person or entity indemnified by this agreement.
- g. In case of any contractual default by the successful bidder, the Purchasing Agent, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful bidder responsible for all damages

including, without limitation, attorneys' fees and any other excess cost occasioned thereby.

18. **Employment Discrimination by Contractor Prohibited:**

a. During the performance of this contract, the successful bidder agrees as follows:

- (1) The successful bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) The successful bidder, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The successful bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. **Drug Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with these provisions, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. **Compensation:**

- a. The successful bidder shall be required to submit a complete itemized invoice on each delivery or service which he or she may perform under the contract.
- b. Payment shall be rendered to the successful bidder for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

21. **Successful Bidder's Obligation to Pay Subcontractors:**

- a. The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his subcontractor(s) under the contract:
  - (1) Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
  - (2) Notify the County and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by paragraph (a)(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- c. The successful bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- d. The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.
- e. The contractor agrees not to assign or subcontract any of the work or obligations required of him under this contract unless (i) the identities of all subcontractors are disclosed in the contractor's bid, along with the scope of work to be performed by such subcontractors; or (ii) the County approves the use of the

subcontractor in writing.

22. **Cancellation:**

- a. The County reserves the right to terminate the contract immediately (i) in the event that the successful bidder discontinues or abandons operations; (ii) if adjudged bankrupt, or reorganized under any bankruptcy law; or (iii) fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful bidder to comply with any section or part of the contract may be considered grounds for immediate cancellation of the contract by the County.
- c. If the cancellation clause is used by the County, the successful bidder will be paid by the County for all scheduled work completed satisfactorily by the successful bidder up to the termination date set in the written cancellation notice.

23. **Exceptions and Specifications:**

Bidders taking exception to any part or section of these specifications shall indicate such exceptions on their bid or proposal. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified bids are subject to rejection in whole or in part.

24. **Governing Documents:**

This procurement is subject to the terms of Chapter 43 of the Shenandoah County Code. Copies are available upon request.

25. **Claims and Appeals:**

All claims against the County and appeals of County decisions shall be made in strict accord with the County's Procurement Policy. Compliance with the policy is mandatory.

26. The County does not discriminate against faith-based organizations.

**County of Shenandoah  
600 N. Main Street, Suite 102  
Woodstock, Virginia 22664**

May 16, 2019

**PUBLIC NOTICE OF INVITATION TO BID**

Notice is hereby given that the County of Shenandoah will accept sealed bids for the supply of paving the County's park walking trail. Bids will be accepted at the Office of the County Administrator, 600 North Main Street, Suite 102, Woodstock, Virginia, 22664, until June 12, 2019 at 2:30 p.m., when all bids will be publicly opened. The bids should be clearly marked "Shenandoah County Trail Paving." To receive a complete Invitation to Bid contact 540.459.6165 or visit the County website at [www.shenandoahcountyva.us](http://www.shenandoahcountyva.us) and view "Invitation For Bids" under "Businesses". Shenandoah County reserves the right to reject any and all bids and to waive informalities or irregularities when deemed to be in the best interest of the County. The County of Shenandoah does not discriminate against a bidder or offeror on the basis of race, religion, color, sex, national origin, age, disability, faith-based organization or any other basis prohibited by state or federal law relating to discrimination in employment.

Bids must be made in accordance with the Invitation to Bid which is available for inspection at the County offices and made a part of this notice as though fully set forth herein.

Very truly,



Evan L. Vass  
County Administrator

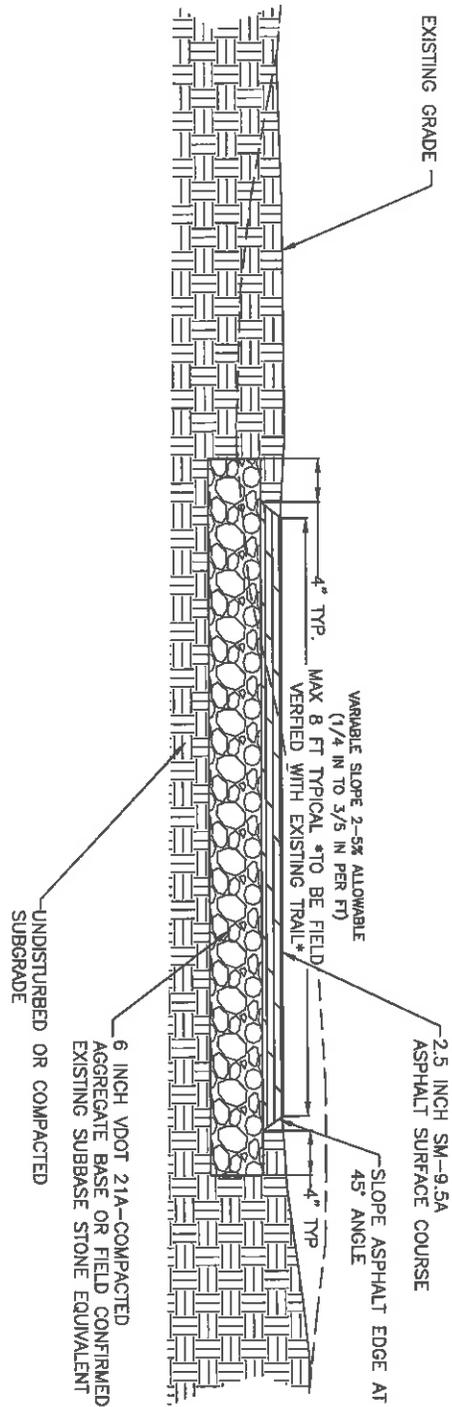
## **CONTRACT SPECIFICATIONS**

### **WALKING TRAIL PAVING PROJECT SHENANDOAH COUNTY DEPARTMENT OF PARKS AND RECREATION IFB 2019-001**

The following contract specifications are attached and incorporated as part of the Invitation For Bid (IFB) issued May 16, 2019 by the County of Shenandoah concerning paving certain portions of the County Park Walking Trail.

1. **GENERAL:** The intent of these specifications is to describe, generally, the County's intent as it pertains to the materials and installation of asphalt paving on certain portions of the County Park Walking Trail. It is acknowledged that existing field conditions may vary.
2. A typical cross-section is included along with a map depicting areas intended to be paved. The map included, is divided into phases. The intent of this bid is to get separate pricing for each phase depicted therein as well as a separate price for the entire project, which includes all three phases as a whole. The existing trail, in total, is approximately 6,000 feet in total distance. Approximate distances, by phase, as presented on the map are as follows:
  - Phase 1 – 2,400 feet
  - Phase 2 – 2,500 feet
  - Phase 3 – 1,100 feet
3. Completion date(s) for each phase shall also be included in the bid. It is expected, the completion of Phase 1, will be on, or before October 1, 2019.
4. Site visits may be made in advance of the bid acceptance by appointment by contacting Mr. Jered Hoover, Director of Parks and Recreation at (540) 975-0002

ENSURE POSITIVE DRAINAGE ACROSS TRAIL  
GRADE SO DRAINAGE SHEET FLOWS ACROSS  
(CONCENTRATED DRAINAGE POINTS MAY REQUIRE CULVERTS)



# ASPHALT TRAIL TYPICAL SECTION

N.T.S.

SHENANDOAH COUNTY RECREATION DEPARTMENT  
SHENANDOAH COUNTY, VIRGINIA

SHEET 1 of 1

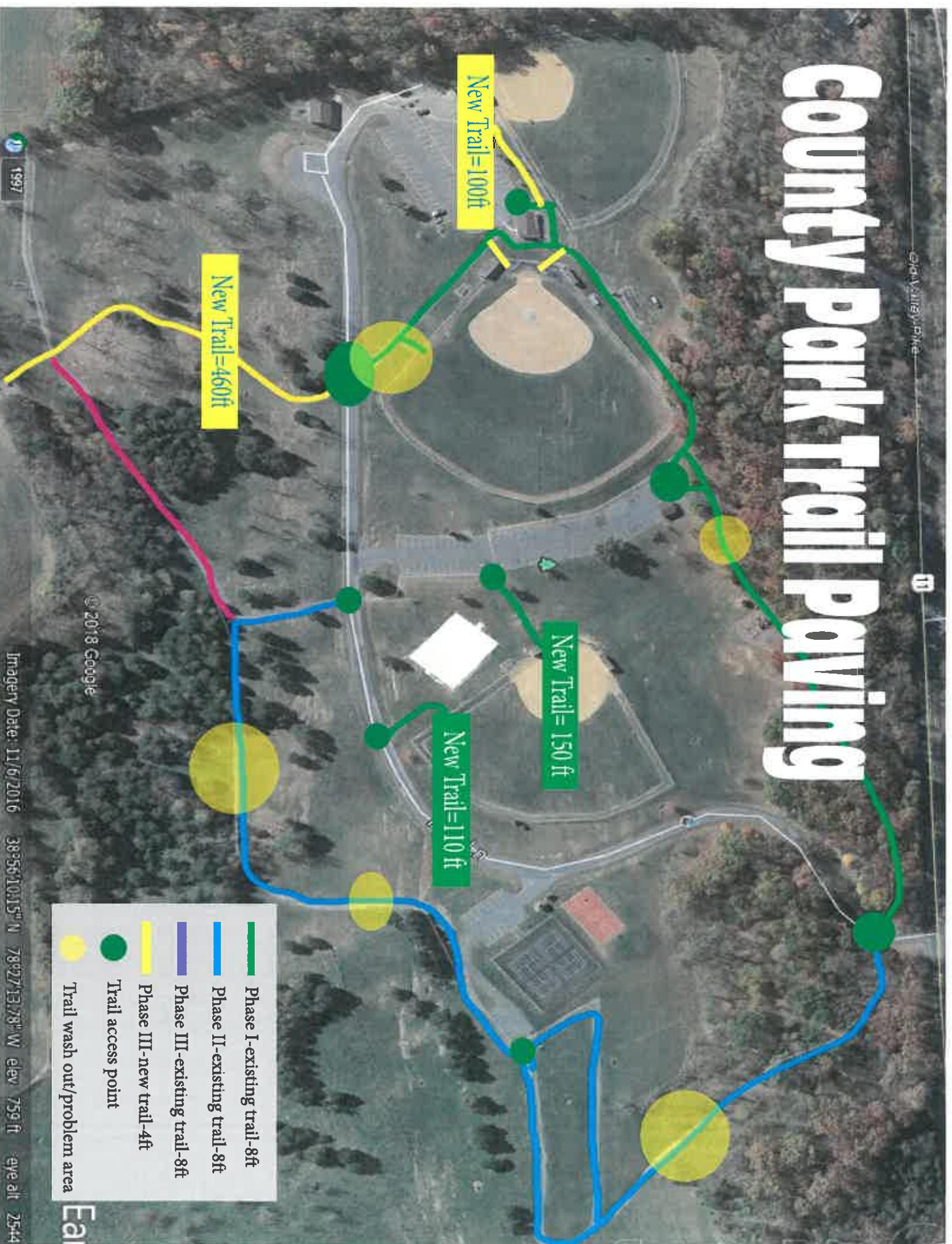
SHENANDOAH COUNTY PARKS AND RECREATION MAURERTOWN, VA 22644
ASPHALT TRAIL TYPICAL SECTION
DETAIL SHEET

DATE	DESCRIPTION	DRAWN	CHECK
02/15/16	FIRST SUBMITTAL	SDP	TSA
03/21/16	BID DOCUMENT	SDP	TSA

RACEY PROJECT #6929

**RACEY ENGINEERING**  
312 WEST MAIN ST - P.O. BOX 387  
LURAY, VA 22835  
PH: (540) 743-9227 - FAX: (540) 743-6118  
VA LIC. #0413-000251

# County Park Trail Paving



- Phase I-existing trail-8ft
- Phase II-existing trail-8ft
- Phase III-existing trail-8ft
- Phase III-new trail-4ft
- Trail access point
- Trail wash out/problem area

1997

2018 Google

Imagery Date: 11/6/2016

38°56'10.15" N 78°27'13.78" W elev 759 ft eye alt 25-14

Ean