

# AUGUSTA COUNTY SERVICE AUTHORITY

18 Government Center Lane  
P. O. Box 859, Verona, Virginia 24482-0859



## INVITATION TO BID

**ITB #1746**

**Issue Date: November 1, 2016**

Bids for the following services, subject to the conditions and instructions attached hereto, will be received at the above office until, but not later than **2:00 o'clock p.m., November 18, 2016** then publicly read, for furnishing the following services.

Casey L. McCracken, Purchasing Officer  
Phone: (540) 245-5680 Fax: (540) 245-5684  
Email [cmccracken@co.augusta.va.us](mailto:cmccracken@co.augusta.va.us)

Jesse Roach, Deputy Executive Director of Operations  
Phone: (540)-245-5200 Fax: (540) 885-8784  
[jroach@co.augusta.va.us](mailto:jroach@co.augusta.va.us)

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### DESCRIPTION OF SERVICES REQUIRED

ACSA is completing work on a water line project in Augusta County, Virginia near the community of Verona. There is a need for installation of steel casing pipe beneath Middle River, just upstream of the Rt. 11 bridge per the attached specifications. ACSA requests bids for this project as follows:

1. One bore under Middle River, just upstream of the Rt. 11 bridge, Verona, VA to accommodate a 24" casing as specified in ***ATTACHMENT #2***. Contractor is also responsible for the Bore and Receiving Pit, Pit Shoring, and adequate E&S protection. ACSA has acquired easements and the necessary river crossing environmental permit.
2. 24" Bare Steel Casing (0.375" min. wall thickness) (ACSA provided) installed as described in ***ATTACHMENT #2***. Price requested is for placement of casing only - no carrier pipe is required.
3. Temporary end caps for both sides of the casing shall be provided by the contractor.
4. Labor, Equipment, and Material to complete the job listed above and described in ***ATTACHMENT #2***.
5. Time is of the essence in the completion of this boring project. Submittals will be judged on timeliness of being able to perform the work as a further consideration of awarding the project.
6. No bonding is required. An insurance certificate shall be provided.

Note:

1. EMAIL or FAX Bids will **NOT** be accepted.

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Performance within: # days ARO: \_\_\_\_\_

Terms/Discounts: % \_\_\_\_\_ Days \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No. (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Official Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**\*\*\*INSURE THAT COMPLETED PAGES 1 & 6 ARE RETURNED WITH YOUR BID DOCUMENTS\*\*\***

**ITB # 1746**  
**CONDITIONS AND INSTRUCTIONS**

1. If you have obtained this bid document from the Authority's website or a source other than the Augusta County Service Authority, contact the Procurement Officer prior to submitting your bid to ensure that a complete up-to-date package has been received. The Authority is not responsible for providing addenda if the bidder has not contacted the department and identified themselves as a prospective bidder, providing an email address and telephone number.
2. All Bids must be submitted on and in accordance with the forms contained in these bid documents. If more space is required to furnish a description of the services offered, unit prices, or performance terms, the bidder may attach a letter hereto which will be made a part of the bid.
3. Bids may be submitted by one of the following methods:

***In person*** –

***Or by FedEx, UPS, etc*** to:           Augusta County Service Authority (ACSA)  
  18 Government Center Lane  
  Verona, VA 24482

***or by mail*** – addressed to:       Augusta County Service Authority  
  PO Box 859  
  Verona, VA 24482-0859

All bids must be in a sealed envelope and clearly marked in the lower left hand corner:

Company Name/Contractor  
Sealed Bid, Augusta County Service Authority  
ITB# 1746 Middle River Water Line Crossing  
Bid Opening: 2:00 PM, November 18, 2016.  
**DO NOT OPEN**

Bids received after the date and time specified for the opening will not be considered. It will be the responsibility of the bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Fax or email bids will **NOT** be accepted.

4. Please direct questions related to this ITB to:  
    Jesse Roach, Deputy Executive Director of Operations  
    Phone: (540)-245-5200 Fax: (540) 885-8784  
    Email: [jroach@co.augusta.va.us](mailto:jroach@co.augusta.va.us)
5. Prices must be stated as a Lump Sum on Attachment #1.
6. The time of proposed performance must be stated in definite terms in calendar days. If time of performance for different tasks varies, the bidder shall so state.
7. All bids must include the company name and be signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. Successful bidder must be properly licensed by the Commonwealth and the County of Augusta (if applicable), to perform the required services in Augusta County, VA.

9. ACSA reserves the right to reject any and all bids in whole or in part, and to waive any informality prior to making an award. ACSA reserves the right to award any contract resulting from this ITB to the lowest priced responsive and responsible bidder, resulting in a contract that is most advantageous and in the best interest of ACSA. ACSA shall be the sole judge of the bids and the resulting contract that best serves the public interest, and ACSA's decision shall be final.
10. Bids may be withdrawn at any time before the bid opening. A Bidder wishing to withdraw the bid after bid opening may do so in accordance with ACSA Procurement Policy.
11. Contract Documents: The contract entered into by ACSA and the Bidder/contractor shall consist of this Invitation To Bid, the Specification, any Addendum issued, the signed Bid Forms submitted by the Bidder/contractor, ACSA's Standard Form Agreement & Purchase Order and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.
12. Non-Collusion: The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other bidder, or to secure any advantage against ACSA or any person interested in the proposed contract; and that all statements in said proposal are true.
13. Partial Invalidity: In the event any one or more of the provisions of a contract resulting from this ITB are found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the contract shall remain in full force and effect.
14. Laws and regulations:
  - (a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
  - (b) The Contractor shall assure that all tradesmen who perform work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by the Code of Virginia and applicable regulations.
  - (c) If the Contractor violates laws or regulations that govern the Project, the Contractor shall indemnify and hold the ACSA harmless against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the ACSA harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred there under, that result from such violation.
15. Anti-Discrimination: By submitting their proposals, all Offerors certify to the ACSA that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Offeror agrees as follows:

The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Notices, advertisements and solicitations placed by or on behalf of the Offeror will state that such contractor is an equal opportunity employer.

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.

Pursuant to Virginia Code § 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, ACSA does not discriminate against faith-based organizations.

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

16. Minority and Women-Owned Businesses: In accordance with Presidential Executive Orders #12138 & #11625 ACSA actively solicits both minority and women-owned businesses to respond to all Requests for Quotations, Invitations to Bid and Requests for Proposals, and if not already on the Authority's mailing list, you may request application for inclusion on the list. Should you be interested, please contact the Authority at (540) 245-5670 and request inclusion.
17. Disadvantaged business enterprises (DBE): As defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.
18. Prohibition of Alcohol and other Drugs.
  - (a) 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 clauses in every purchase order of over \$10,000, so that the provisions will be binding upon each 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 this chapter, 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.
  - (b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all contractor and supplier personnel on ACSA premises: (1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and (2) the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.
19. Obligation of Bidder: By submitting a proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

20. Debarment: By submitting a proposal, the Contractor certifies that neither it nor any person or firm which has an interest in the Contractor's firm is disbarred or suspended from bidding or working on a state or federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a state or federally funded project.
21. Unauthorized Aliens: In accordance with Virginia Code § 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law; requires that the contractor does not, and shall not during the performance of this contract for goods in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
22. Insurance: During the performance of any contract resulting from this ITB, the Bidder/contractor shall have and keep current insurance whichever is greater in scope or amount as follows:
- a) Worker's Compensation Insurance in compliance with all states in which the Bidder/contractor does business, including coverage B Employer's Liability in not less than the following amounts:
    - i. Bodily Injury by accident, \$100,000 for each accident;
    - ii. Bodily Injury by disease, \$500,000 policy limit;
    - iii. Bodily Injury by disease, \$100,000 for each employee;
  - b) General Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;
  - c) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The Bidder/contractor shall provide ACSA with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying ACSA if there is any change in liability insurance.

The insurance required shall have been issued by a company rated "A" as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

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**ATTACHMENT #1**

**ITB #1746**

ACSA requests a lump sum price to install 24" x 0.375" steel casing pipe (ACSA Provided) beneath Middle River, just upstream of the Rt. 11 bridge. Price requested is for placement of casing only - no carrier pipe is required. Contractor is also responsible for the Bore and Receiving Pit, Pit Shoring, and adequate E&S protection. ACSA has acquired easements and the necessary river crossing environmental permit. No bonding is required. An insurance certificate shall be provided. Temporary end caps for both sides of the casing shall be provided as well by the contractor.

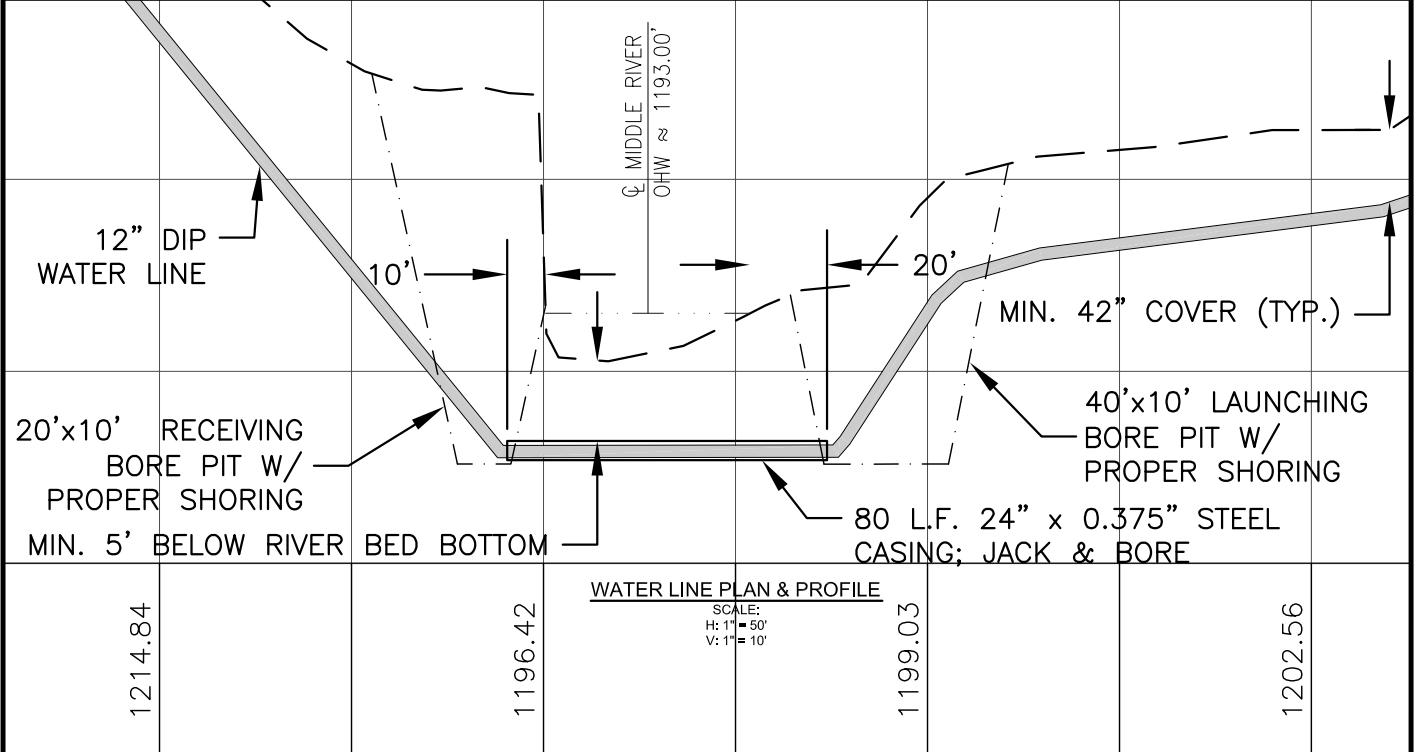
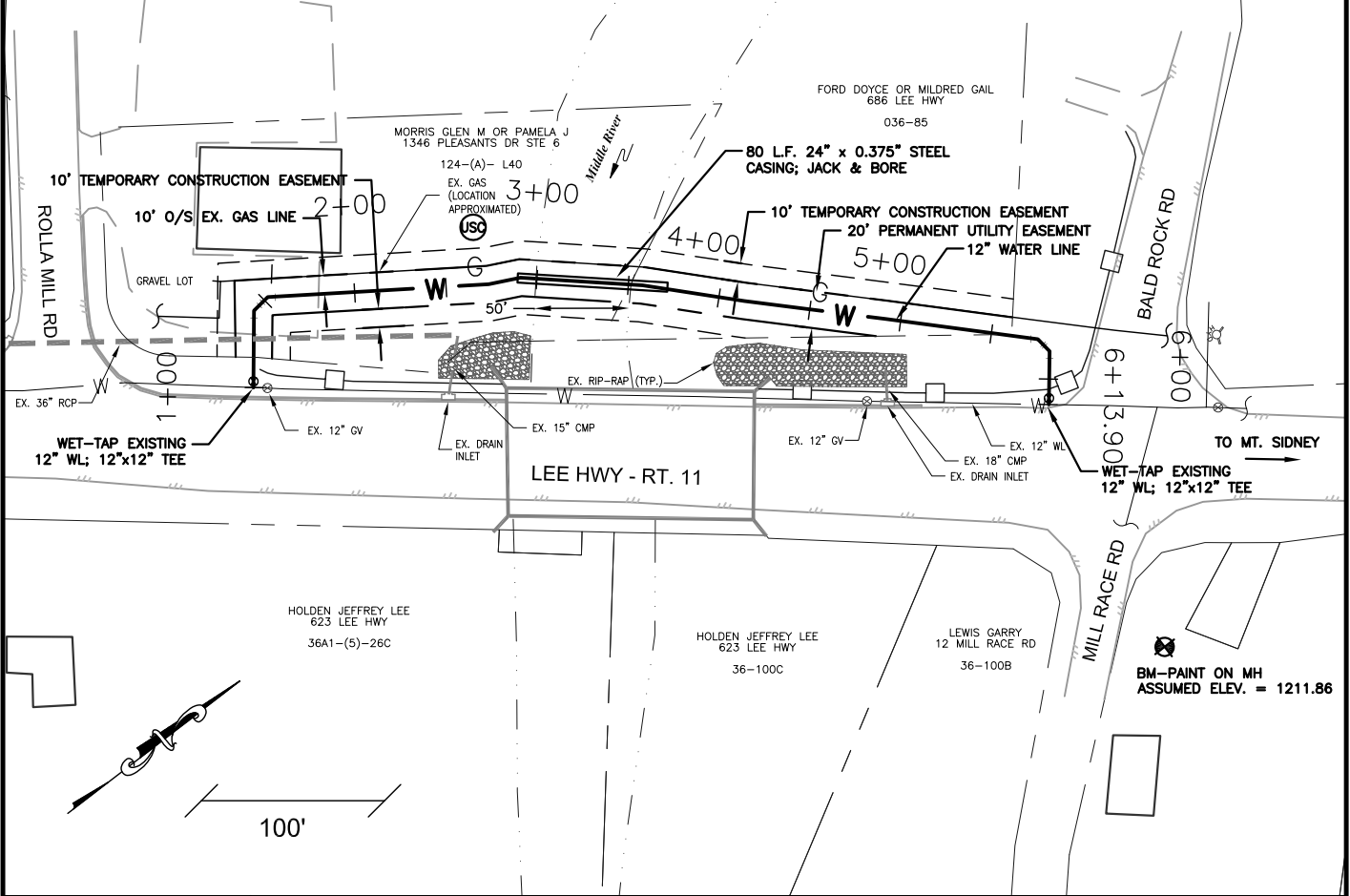
Lump Sum    \$ \_\_\_\_\_

\_\_\_\_\_  
Official Signature:

\_\_\_\_\_  
Title:

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

**\*\*\*INSURE THAT COMPLETED PAGES 1 & 6 ARE RETURNED WITH YOUR BID DOCUMENTS\*\*\***



WATER LINE PLAN & PROFILE

SCALE:  
H: 1" = 50'  
V: 1" = 10'