



INVITATION TO BID

Brick Sidewalk Repair & Replace

The Town of Abingdon Virginia is requesting SEALED BIDS from qualified firms to repair and replace approximately 466 linear feet of brick-on-sand sidewalk. Edging will include resetting limestone edgers or possible construction of a 4-inch wide concrete edge. Bids will be received **until 2:00 PM local time, Tuesday March 31, 2020**, at the Municipal Building, 133 West Main Street, Abingdon, Virginia 24210. The offeror's attention is directed to the requirements of Title 2.2, Chapter 43, of the Code of Virginia. Sealed bids shall state on the outside of the envelope the company's name, address and be labeled "BRICK SIDEWALK REPAIR & REPLACE", addressed to the attention of the following;

Derick Lester

Town Hall, Abingdon, Virginia

133 West Main Street

Abingdon, Virginia 24210

To request a full copy of the Invitation to Bid, please contact Derick Lester via phone or email at (276) 628-3167 or dlester@abingdon-va.gov. A full copy of the Invitation to Bid may also be downloaded from the Town's website: <https://abingdon-va.gov/>

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



TOWN OF ABINGDON, VIRGINIA

INVITATION TO BID

BRICK SIDEWALK REPAIR & REPLACE

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1.01 PROJECT DESCRIPTION

- A. The Town of Abingdon, Virginia (“TOWN”) is requesting Sealed Bids from qualified firms (“BIDDER”) to repair and replace approximately 466 linear feet of brick-on-sand sidewalk. The 466LF is broken into two (2) sections, 278LF along the Northside of Main Street and 188LF along the Southside of Valley Street. Edging will included resetting limestone edgers or the possible construction of a 4-inch wide concrete edge.

2.01 BACKGROUND

- A. The Town of Abingdon is a vibrant historic Main Street community. Abingdon’s 8.2 square miles serves as the county seat for Washington County and is known for its history, arts and culture. Incorporated in 1778, the Town of Abingdon is the oldest English-speaking settlement west of the Blue Ridge and is located on the Great Road. Abingdon’s long vibrant history originated before the Revolutionary War and many historical structures remain and are in use to this day as part of the Town’s vibrant identity. The Town’s, roughly three and a half miles, of brick sidewalk being one of its most contributing factors.

3.01 SCOPE OF WORK

- A. BIDDER shall provide or furnish all of the materials, equipment, appliances, services and labor necessary to perform the following Services;
 - 1. Deconstruct existing brick-on-sand sidewalk and remove limestone edgers, if applicable, to be reused and realigned along newly repaired or constructed brick-on-sand sidewalk.
 - 2. Reconstruct and repair approximately 466LF of brick-on-sand sidewalk. The 466LF is broken into two (2) sections, 278LF along the Northside of Main Street and 188LF along the Southside of Valley Street. Both sections of sidewalk fluctuate from roughly seven (7) to eight (8) feet wide.
 - a. The newly constructed and repaired sidewalk shall be done in accordance with the TOWN’s *Brick-on-Sand Sidewalk Detail* and *Historic Brick Material* standards.
 - 1) A detail drawing of the TOWN’s standard shall be provide by the TOWN. (Attachment A)
 - 2) The brick material shall be that of Watsontown Brick’s, blended as the following;
 - (i) 30% Elk Type2
 - (ii) 10% Cambria Type 1
 - (iii)60% Beechwood Type 2
 - 3. Limestone edgers shall be reset along new sidewalk flush to the top of the brick.
 - a. Where limestone edgers are not used, a 4-inch wide concrete edge shall be constructed. (See Attachment A)
 - 4. Slopes shall be reworked from limestone or concrete edgers to the edge of curb, forming a 2% slope allowing for drainage to the curb as conditions allow.

- B. BIDDER and or BIDDER’s successors, executors, administrators, or sub-contractor shall use appropriate equipment, traffic control, and safety guidelines per the Work Area Protection Manual (Latest Edition), MUTCD, VDOT Road and Bridge Standards.
- C. BIDDER and or BIDDER’s successors, executors, administrators, or sub-contractor, shall complete Services in accordance to OSHA’s guidelines and laws.

4.01 TIMELINE

- A. Invitation to Bid Release Monday, March 9, 2020
- B. Invitation to Bid Questions Submitted by Friday, March 20, 2020
- C. Invitation to Bid Addendum Release Monday, March 23, 2020
- D. Sealed Bid Due Date Tuesday, March 31, 2020 by 2:00pm
- E. Sealed Bid Opening Tuesday, March 31, 2020 at 2:00pm
- F. Contract Award Wednesday, April 7, 2020
- G. Services to begin Mid April – Early May
- H. Services completed by Friday, May 29, 2020

5.01 CONTRACT

- A. Once the lowest responsive and responsible BIDDER is determined, the TOWN will enter into a *Standard Form of Agreement Between Owner and Contractor* (“Agreement”) with that BIDDER.
- B. The Agreement shall be governed by the laws of the Commonwealth of Virginia, performed in accordance with any applicable, required contractual provisions set forth in the Client’s purchasing or procurement regulations and the Virginia Public Procurement Act, §§ 2.2-4300, et seq., Va. Code, in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, and disputes § 2.2-4363, which provisions are incorporated herein by reference.
- C. Any disputes shall be resolved in the Circuit Court for Washington County, Virginia.
- D. Documents and information submitted in this Invitation to Bid will be used to construct the Agreement.
- E. Before an Agreement is issued, the TOWN may delete line items from the *Bid Form* (Attachment B) to keep total cost within the project’s budget.
- F. No renewal clause will be available, as the Agreement will run the duration of the project.
- G. The awarding BIDDER will be responsible and required to achieve a Town of Abingdon Business License before work can begin.

6.01 FUNDING

- A. The requested services will be paid from the TOWN’s general revenue funds and applied towards VDOT’s street maintenance locality funding.

7.01 SELECTION PROCESS

- A. Sealed Bids will be publicly opened and announced. Evaluation of bids will be based upon the requirements set forth in the Invitation to Bid, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful on determining acceptability. Agreement awarded to the lowest responsive and responsible BIDDER.

8.01 MINIMUM REQUIREMENTS

- A. BIDDER must meet the following minimum requirements to be considered responsive and responsible;
 - 1. The ability, capacity, and skill to provide or furnish all of the materials, equipment, appliances, services, and labor necessary for the proposer to provide and complete all services outlined in this Invitation to Bid.
 - 2. The ability to execute the contract within the specified timeline.
 - 3. The ability to produce pedestrian and traffic control plans following the Virginia Work Area Protection Manual (lasts edition).
 - 4. Have on staff or the ability to procure verified personal on the proper practices and methods for the installation, maintenance, removal, of temporary traffic control devices and flagging operations.
 - 5. BIDDER shall abide by Va. Code § 2.2-4311 – Employment discrimination by contractor prohibited.
 - 6. The ability and willingness to obtain a Town of Abingdon issued business license.
 - 7. BIDDER shall have and maintain, until the contract is complete, the following insurance coverage and indemnification provisions with the TOWN named as an additional insured hereunder;
 - a. Workers’ Compensation: Statutory
 - b. Employer’s Liability
 - 1) Bodily injury, each accident: \$500,000.00
 - 2) Bodily injury by disease, each employee: \$500,000.00
 - 3) Bodily injury/disease, aggregate: \$500,000.00
 - c. General Liability
 - 1) Each Occurrence
(Bodily Injury & Property Damage): \$1,000,000.00
 - 2) General Aggregate: \$2,000,000.00
 - d. Excess or Umbrella Liability
 - 1) Each Occurrence: \$4,000,000.00
 - 2) General Aggregate: \$4,000,000.00
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$1,000,000.00

8. Ability to secure bid, performance, and payment bonds for any contract signed with the TOWN.
 - a. In Lieu of the bid bond, a BIDDER may submit with the Bid or Proposal a cashier's check, certified check, or irrevocable letter of credit payable to the TOWN in an amount not less than 5% of the purchase price specified in the Bid or Proposal provided that the form of such letter of credit and the lending institution have been approved by the TOWN in advance.
9. BIDDER shall maintain an active Virginia Contractor licenses.
- B. When determining whether a BIDDER is responsible the following may be considered, any one of which will suffice to determine whether a BIDDER is responsible or the Bid is the most advantageous to the TOWN;
 1. The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer's failure to perform satisfactorily or complete any written contract.
 2. The previous and existing compliance by the BIDDER with laws relating to the contract or service.
 3. Evidence of collusion with any other BIDDER, in which case colluding BIDDERS will be restricted from submitting further Bids on the subject project or future bids, for a period not less than three years.
 4. The BIDDER has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. BIDDER shall affirmatively disclose to the TOWN all such convictions, especially of management personnel or the BIDDER as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the TOWN's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- C. The TOWN reserves the right to investigate the qualifications and experience of BIDDERS to determine the most responsible and advantageous.
- D. Sealed Bids not sufficiently detailed or in an unacceptable form may be rejected.
- E. Dates and documentation included in the *Bid Form* become public information upon award of the Agreement.

9.01 PRE-BID CONFERENCE

N/A

10.01 SUBMISSIONS & DEADLINES

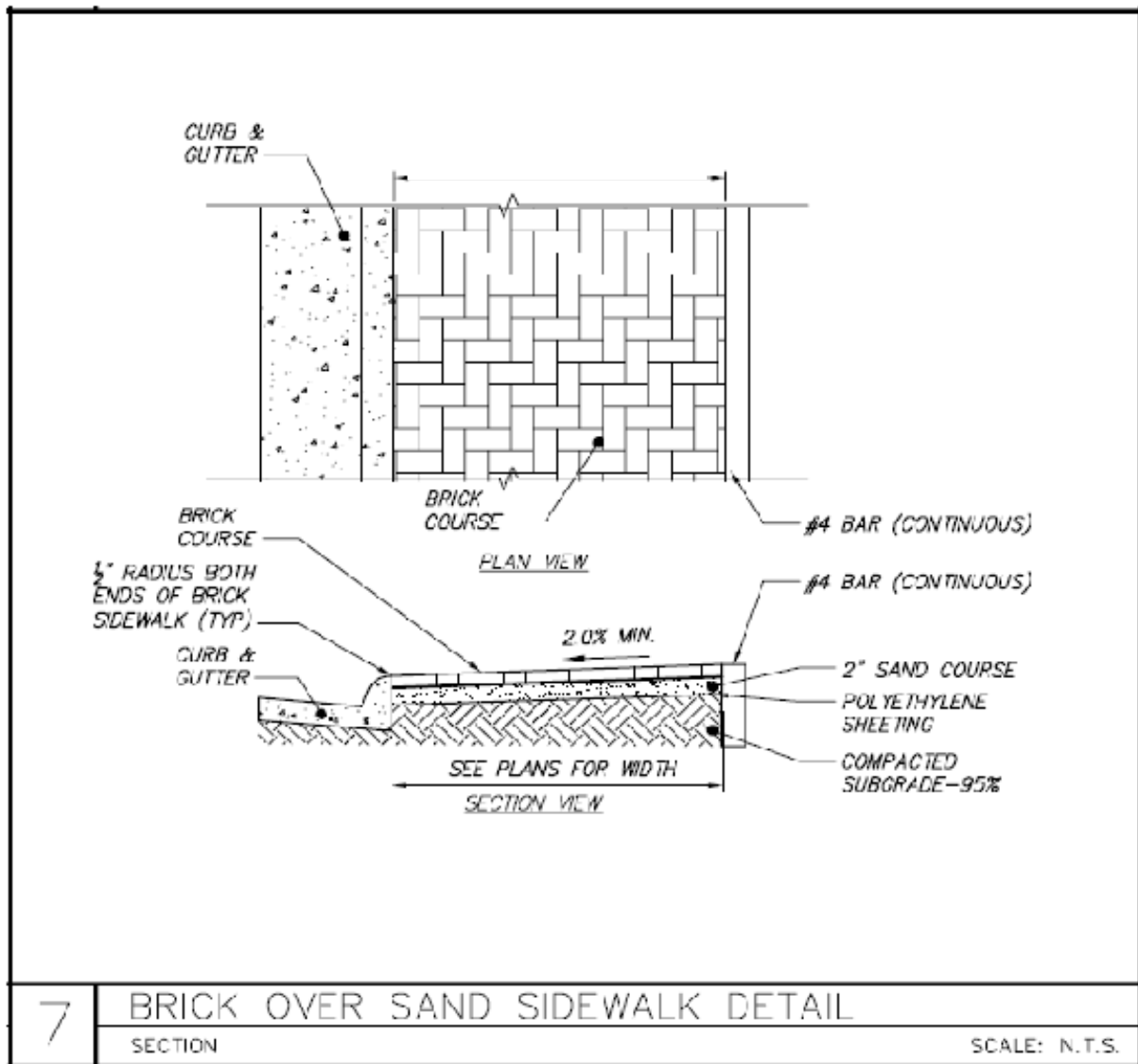
- A. Fully responsive Sealed Bids will contain the following information:
 - 1. The name, address, and phone number of two (2) to three (3) current contacts for whom you have performed similar services as outline in this Invitation to Bid, with photos of finished project.
 - 2. Detailed schedule including start date and estimated completion date.
 - 3. Proof of Insurance; following the insurance limits set forth within this Invitation to Bid §8.01.A.7.
 - 4. Copy of Virginia Contractor licenses.
 - 5. *Bid Form* (Attachment B) completed in its entirety.
 - 6. Bid Bond (5%)
 - a. In Lieu of the bid bond, a BIDDER may submit with the Bid or Proposal a cashier’s check, certified check, or irrevocable letter of credit payable to the TOWN in an amount not less than 5% of the purchase price specified in the Bid or Proposal provided that the form of such letter of credit and the lending institution have been approved by the TOWN in advance.
- B. Sealed Bids must be sealed and received no later than **2:00 p.m., Tuesday March 31, 2020**. The submittals are to be marked on the outside “BRICK SIDEWALK REPAIR & REPLACE” along with the BIDDER’s company name and address.
- C. Mailed or courier delivered submissions must use the following addressing and be received by the deadline;

Mailed submissions:
 Derick Lester
 Town of Abingdon
 P. O. Box 789
 Abingdon, Virginia 24212-0789

Courier delivered submissions:
 Derick Lester
 Town of Abingdon
 133 W. Main St
 Abingdon, Virginia 24210

- D. Questions concerning the Invitation to Bid can be directed to Derick Lester by using the contact information below, and shall be received no later than **Friday, March 20, 2020**. Any questions received after March 20 may not be answered in fairness to other BIDDERS.
 - 1. Phone: (276) 628 – 3167
 - 2. Email: dlester@abingdon-va.gov
- E. Bids received after the stated deadline will not be accepted.
- F. This Invitation to Bid does not commit the TOWN to pay any costs incurred by the individuals, firms, or BIDDERS in the preparation and submission of the Sealed Bid. The TOWN reserves the right to reject any or all Bids at any time without penalty.

Attachment A – Brick-on-Sand Sidewalk Detail



Attachment B - Bid Form

1.01 BID RECIPIENT

A. This Bid is submitted to:

Town of Abingdon, Virginia
133 West Main Street
Abingdon, Virginia 24210

B. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Town in the form included in the Invitation to Bid to perform all Services as specified or indicated in the Invitation to Bid for the prices and within the times indicated in this Invitation to Bid and in accordance with the other terms and conditions of the Invitation to Bid.

2.01 BIDDER'S ACKNOWLEDGEMENTS

A. BIDDER accepts all of the terms and conditions of the Invitation to Bid, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of Town.

3.01 BIDDER'S REPRESENTATIONS

A. In submitting this Bid, BIDDER represents that:

1. BIDDER has examined and carefully studied the Invitation to Bid, the other related data identified in the Invitation to Bid, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

2. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Services.

3. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Services.

4. BIDDER has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Invitation to Bid to be employed by BIDDER, and safety precautions and programs incident thereto.

5. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Services at the price(s) bid and within the times and in accordance with the other terms and conditions of the Invitation to Bid.

4.01 FURTHER REPRESENTATIONS

A. BIDDER further represents that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
2. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid;
3. BIDDER has not solicited or induced any individual or entity to refrain from bidding; and
4. BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over TOWN.

5.01 BASIS OF BID

A. BIDDER will complete the Services in accordance with the Agreement for the following price(s):

Item	Description	Estimated Quantity		Unit Price	Total Price
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Demo. Brick Sidewalk	2,796	SQ FT	\$	\$
4	Construct Brick-on-Sand Sidewalk	2,796	SQ FT	\$	\$
5	Brick-on-Sand Sidewalk Repair	300	SQ FT	\$	\$
Total of All Bid Prices					\$

TOTAL OF ALL BID PRICES: _____
 _____ (\$ _____)

B. BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Agreement.

6.01 TIME OF COMPLETION

- A. BIDDER agrees that the Services will reach final completion not later than May 29, 2020.

7.01 BID SUBMITTAL

- A. This Bid submitted by:

- 1. Company's Name: _____
 - a. By: _____
(Individual's signature)
 - b. Name: _____
(typed or printed)
 - c. Title: _____
(typed or printed)
- 2. BIDDER's Business Information;
 - a. Mailing Address _____
 - b. Phone No. _____
 - c. Fax No. _____
 - d. State Contractor License No. _____
- 3. BIDDER's Project Manager
 - a. Name: _____
 - b. Office Phone: _____
 - c. Cell Phone: _____
(if available)
 - d. Email: _____

- B. THIS BID SUBMITTED on _____, 2020.

END OF DOCUMENT