



## **INVITATION FOR BID STORM WATER DAMAGE REPAIR**

Northumberland County is requesting Sealed Bids for Storm Water Damage Repair. Sealed Proposals clearly marked on the outside "Bid Enclosed- Storm Water Damage Repair" will be received by the Board of Supervisors at the Northumberland County Courthouse at 72 Monument Pl. in the County Administrator's Office, P.O. Box 129, Heathsville, Virginia 22473 and must be received no later than 2:00 p.m. local time on August 4, 2022. Bids will be opened publicly and read aloud and any bids received after this time will not be accepted. Bids may be withdrawn in accordance with applicable provisions of the Code of Virginia.

Northumberland County hereby reserves the right, which is understood and agreed to by all Bidders, to refuse any or all bids submitted; and also reserves the right to waive any informality in bids received, but any contract awarded will be to the lowest responsive, qualified and responsible bidder.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the bid opening. All interested firms may contact Drew Basye at (804) 580-7666 or email [dbasye@co.northumberland.va.us](mailto:dbasye@co.northumberland.va.us) for details. The informational packet can be downloaded on our website at [www.co.northumberland.va.us](http://www.co.northumberland.va.us)

Please be observant of all Bid instructions and specifications.

Northumberland County Board of Supervisors  
By: E. Luttrell Tadlock

INVITATION FOR BIDS  
STORM WATER DAMAGE REPAIR  
GENERAL INSTRUCTIONS

1. Mail or deliver Bids to the Northumberland County Administrator's Office, 72 Monument Pl., P.O. Box 129, Heathsville, VA 22473.
2. Submit one (1) original and six (6) copies of the Bid before the opening time stated in the Bid Invitation.
3. All Bids shall be signed in ink by authorized principals of the firm and must be received in sealed envelopes with the statement, "**Bid Enclosed- Storm Water Damage Repair**".
4. Northumberland County reserves the right to accept or reject, in whole or part, any and all Bids and to waive informalities.
5. Bids will be opened promptly at **2:00 P.M., Monday August 4, 2022, in the County Administrator's Office**. No late Bids will be accepted. **It is the Vendor's responsibility to ensure a timely delivery to the proper receiving location.**
6. Any questions relative to the bidding procedure shall be directed to Drew Basye, Assistant County Administrator, by email (dbasye@co.northumberland.va.us) or by telephone at (804)-580-7666.
7. No interpretation of the meaning of the Contract Documents will be made to any Bidder orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least five (5) days prior to the date fixed for receiving Bids.
8. The Bids will be in full force and effect for ninety (90) days after they have been officially opened.
9. The Vendor shall maintain insurance to protect Northumberland County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operation be by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law.
10. Contract Execution

The contents of the Bid submitted by the successful Bidder and the Bid specifications shall become a part of any Contract awarded as a result of these specifications. The successful vendor will be expected to sign a Standard Contract for Supplies with Northumberland County. Additional terms and provisions will be included in the Contract.

11. References

Northumberland County reserves the right to check any and all references and shall consider any information received in the evaluation of the Bids.

The Contractor shall attach a list of references to this Bid which shall include the name, address, and telephone number of a contact person for all other companies and/or municipalities that the Contractor is currently or has recently performed similar services for. Failure to comply may result in the Bid being deemed non-responsive and grounds for disqualification.

12. Provision for Bid Withdrawal

- A. The Bidder of this project may, under certain circumstances, withdraw his Bid from consideration in accordance with Section 2.2-4330, Code of Virginia.
- B. Pursuant to Code Section 2.2-4330, Code of Virginia (2003), as amended, Northumberland County has elected to use the procedure for Bid withdrawal numbered one (1), which reads as follows:

The Bidder must give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure.

- C. The above referenced Code Section contains provisions which allows prosecution of any Bidder who fraudulently withdraws or attempts to withdraw a Bid under this Code Section.

13. Opening of Bids

- A. Bids will be opened at the time and place designated in the advertisement for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids shall be accepted thereafter.
- B. At the time for opening of Bids, their contents will be made public for the information of Vendors and others properly interested who may be present, either in person or by representatives.
- C. Northumberland County reserves the right to reject any Bid or all Bids and to waive informalities and to accept such Bids as are best suited to the interests of the County. Northumberland County reserves the right to award all or any part of this Bid to any one Vendor. In making an award, Northumberland County will take into consideration the facilities and technical experience of the Vendor.

14. Right to Negotiate

Northumberland County reserves the right to waive informalities, and to reject any and

all Bids. If the Bid from the lowest responsible Bidder exceeds available funds, Northumberland County reserves the right to negotiate with the apparent low Bidder to obtain a Contract price within available funds.

15. Qualifications of Bidder

- A. Northumberland County may make any investigations deemed necessary to determine the ability of the Bidder to perform the work. The Vendor shall furnish the County all information and data requested for this purpose.
- B. Northumberland County reserves the right to reject any Bid if evidence submitted by, or investigation of, any Bidder fails to satisfy Northumberland County that the Bidder is properly qualified to carry out the obligations of the Contract to complete the work contemplated.

16. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

17. Safety

All Contractors and Subcontractors performing services for the County of Northumberland are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

18. Notice of Required Disability Legislation Compliance

Northumberland County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Northumberland County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from

discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

19. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

20. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

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 behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose 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 a controlled substance or marijuana during the performance of the Contract.

21. Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax-exempt status will be furnished by the County of Northumberland on request.

22. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by Northumberland County.

23. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator of Northumberland County.

24. Debarment

By submitting a Bid, the Bidder is certifying that he is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

25. Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

26. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia 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. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by Northumberland County.

27. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your firm.

## **STORM WATER DAMAGE REPAIR**

### **SCOPE OF WORK**

1. **PURPOSE:** The Purpose and Intent of this Invitation for Bid (IFB) is to establish a firm fixed price contract for Storm Water Damage Repair in accordance with the specifications, terms and conditions stated herein.
2. **PROJECT MANAGER:** Please contact Drew Basye, Assistant County Administrator, for scheduling and coordinating work, answering questions in connection with the scope of work and providing general direction under the resulting contract. He can be reached at (804)-580-7666 or by email: dbasye@co.northumberland.va.us
3. **SITE VISIT:** A site visit may be arranged by coordinating with Drew Basye, Assistant County Administrator.
4. **SCOPE OF CONTRACT:** Contractor shall provide all necessary labor, parts, tools, materials, equipment, delivery and resources as may be required for storm water damage repair, in accordance with the specifications and terms and conditions stated herein.
  - 4.1. Specifications: see Appendix A for complete specifications of Storm Water Damage Repair for this project
  - 4.2 Contractor Responsibilities: Contractor shall:
    - 4.2.1. Examine the work areas and site conditions under which work stated herein shall be performed. Contractor shall notify Northumberland County of any condition(s) which may affect completion of repair work.
    - 4.2.2. Obtain necessary permits.
    - 4.2.3. Provide on-site supervision of construction activities.
    - 4.2.4. Provide final approval/inspection and acceptance of repair work.
    - 4.2.5. Deliver needed materials to site location as designated by the Project Manager.
    - 4.2.6. Obtain final inspection of work from Northumberland County Zoning Official.
  - 4.3. Northumberland County Responsibilities: Northumberland County shall:
    - 4.3.1. Provide access and drive lane space for delivery trucks to allow unloading of materials.
    - 4.3.2. Provide designated “drop-off” area for unloading of materials.
    - 4.3.3. Provide clear work area space around repair work area.
    - 4.3.4. Provide engineer stamped drawings submitted for Contractor.



- 4.4. The Contractor shall designate a Job Manager who shall be on site during any work being performed. The Northumberland County Project Manager shall communicate freely to the Contractor through the Contractor's Job Manager.
- 4.5. The Contractor shall not act on requests or take direction from anyone except the designated Northumberland County Project Manager. Any additional work which is outside the scope of this contract, or any time extensions shall be approved, in writing, by the Northumberland County Project Manager prior to starting the work.
- 4.6. At the discretion of the Northumberland County Project Manager, any employee of the Contractor and/or subcontractor may be removed with or without cause, from any project site.
- 4.7. The Contractor shall maintain a sufficient supply of manpower and equipment to complete the project in a safe and timely manner.
- 4.8. The Contractor shall make the areas safe at the end of each work shift.
5. **WORK COMPLETION:** It is the intent of Northumberland County to make an award no later than September 1, 2022. Actual on-site work is to be scheduled and coordinated with the Project Manager. The site will be available for work completion Monday through Friday. **The time of completion will be a factor in making an award.**
6. **AWARD OF CONTRACT:** The award will be made to the lowest responsive and responsible Bidder based on the Total Lump Sum Amount and time of completion. The amount stated in the bid for "Cost Item" (if any) will not be considered in determining the "lowest responsive and responsible bidder", however Northumberland County at its sole discretion, may deduct from the amount of Total Lump Sum Amount any or all Cost Item(s) if it is in the best interest of Northumberland County. Northumberland County reserves the right to make a separate award for each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of Northumberland County. Northumberland County reserves the right to reject the bid of any Bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, who is not in a position to perform the work or who have habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, materials, or employees.

Northumberland County is under no obligation to accept the lowest, or any other bid, and expressly reserves the right to reject all bids and to waive any informalities in any bid which do not affect quality, quantity, price or delivery.

7. **BID PRICES:** Bids shall reflect pricing (including options) for items listed above in the Scope of Contract.
8. **CLEANING OF SITE:** The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. The Contractor shall remove daily all waste materials, rubbish, tools, equipment, machinery, and surplus

materials from and about the job.

9. **COORDINATION OF WORK:** The Contractor shall plan and coordinate all work through the Project Manager.
10. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for the complete delivery, ready for Northumberland County use, and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.
11. **FINAL INSPECTION:** At the conclusion of the work, the building shall be inspected by the Northumberland County Zoning Official for final inspection. The contractor shall demonstrate to the authorized Northumberland County representative 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.
12. **INSTALLATION:** All work fully completed, ready for Northumberland County use.
13. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared by the Contractor for Northumberland County pursuant to this solicitation and any resulting contract shall belong exclusively to Northumberland County and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
14. The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect Northumberland County's property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of Northumberland County. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.
15. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Northumberland County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Northumberland 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.
16. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises, at the location of the work, or with the work of any contractor.
17. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of Northumberland County or any other Contractor.

18. **WORK SITE DAMAGES:** Any damage to existing facilities or equipment resulting from the performance of this contract shall be repaired to Northumberland County's satisfaction at the Contractor's expense. Back-charging for the damage may be necessary.