



City of Lynchburg  
Procurement Division  
900 Church Street  
Lynchburg, Virginia 24504  
Telephone No.: (434) 455-3970  
Fax No.: (434) 845-0711

**Addendum for Bid  
Municipal Paving Contract (Spring 2016)**

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**Date:** March 2, 2016

**RE:** Addendum **No. 1**

**From:** *Florence Randolph, Purchasing Technician, VCA*

**Bid No.:** **2016-048**

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This Addendum supplements and amends the original Plans and Specifications and shall be taken into account in preparing bid/proposals and shall become a part of the Contract Documents. The Bidder shall indicate receipt of this Addendum and all previously issued Addenda on the Bid Form. Failure to do so may subject the bidder to disqualification.

**General Clarifications:**

**THE PROJECT NUMBER HAS BEEN CHANGED TO T0262.  
PLEASE SEE THE FOLLOWING REVISED PAGES.**

1. First page – Project Manual - PM-1
  2. PM-18-B - Section 8.2
  3. PM-29 – Escrow Agreement
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**INSTRUCTIONS TO BIDDERS - PAGE PM-17**

- **Correction:** should read Municipal Paving Contract (Spring 2016) not Summer 2016.

**Question No. 1:**

**Street Improvements – Division A, Roadway**

- Page PM-6, Item # IA-5 Asphalt concrete pavement type I M-19.0D - Quantity 4350, changed the **UNIT to read TONS not S.Y.**

**READ TERMS AND CONDITIONS AND SIGN:** In compliance with the above BID, and subject to all the conditions hereof, the undersigned offers and agrees to comply with any or all of the terms and conditions contained herein, or as mutually agreed upon by subsequent negotiations. This form shall become part of the final file.

**Company Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

PROJECT MANUAL  
FOR  
CITY OF LYNCHBURG

MUNICIPAL PAVING CONTRACT  
(SPRING 2016)

February 11, 2016

PROJECT NUMBER **T0262** - Revised

**Bid No.: 2016-048**  
**Due Date: March 8, 2016**  
**Time: 3:00 P. M.**



PROCUREMENT DIVISION  
3RD FLOOR CITY HALL  
900 CHURCH STREET  
LYNCHBURG, VA 24504  
TELEPHONE (434) 455-3970  
FAX (434) 845-0711

**Bid No.: 2016-048****Street Improvements - Division A  
Roadway**

<b>Item No.</b>	<b>M&amp;P Section No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
IA-1	01200/1.6	Type I, aggregate stone for shoulder restoration after paving (Aggregate base course)	0	T	\$	\$
IA-2	01200/1.6	Pavement Reinforcing Fabric-Petro mat	0	s.y.	\$	\$
IA-3	01200/1.6	Asphalt Concrete Pavement type SM-9.5 A	0	T	\$	\$
IA-4	01200/1.6	Asphalt Concrete Pavement type SM-9.5 D	5675	T	\$	\$
IA-5	01200/1.6	Asphalt concrete pavement type I M- 19.0 D	4350	<b>T Revised</b>	\$	\$
IA-6	01200/1.6	Asphalt Concrete Pavement type BM-25.0	5250	T	\$	\$
IA-7	01200/1.6	Pavement profiling (< 750 s.y.)	0	s.y.	\$	\$
IA-8	01200/1.6	Pavement profiling (> 750 s.y.)	146950	s.y.	\$	\$
IA-9	N/A	Adjusting water meter boxes	0	ea.	\$	\$
IA-10	01200/1.6	Installation of manhole adjusting rings (provided by City)	18	ea.	\$	\$
IA-11	01200/1.6	Installation of valve box adjusting rings (provided by City)	12	ea.	\$	\$
IA-12	01200/1.6	Manhole frame & cover replacement (provided by City )	0	ea.	\$	\$
IA-13	01200/1.6	Valve box replacement (provided by City )	0	ea.	\$	\$
IA-14	01200/1.6	Plowable pavement markers-to be used on 501 North	400	T	\$	\$
			<b>Total Division A</b>			\$

See next page for details Regarding specific streets and associated widths, lengths, tonnage estimates, profiling, valve box rings and manhole rings.

## INSTRUCTIONS TO BIDDERS

### DESCRIPTION OF WORK

The work included under a subsequent agreement shall consist of projects for the reconstruction of existing roadways, street widening, shoulder repair, and other paving-related activities. The effective period will start on April 1, 2016 and end July 31, 2016. This work shall be performed in accordance with the Manual of Specifications and Standard Details, 2016 for the City of Lynchburg and the Project Manual for the City of Lynchburg, Municipal Paving Contract (Spring 2016) and applicable sections of the VDOT Road and Bridge Specifications, 2016. However, the City reserves the right to award contracts for any work component, if in the opinion of the City's designated representative; to be in the best interest of the City.

1. General: To be valid for consideration, bids must be completed and submitted in accordance with these instructions to bidders. All individual bid unit price items must be filled in regardless of the quantity shown.
2. The Project Manual and Contract documents may be viewed and downloaded from the City's Procurement website: **<http://www.lynchburgva.gov/current-solicitations>**.  
Bidding documents will be provided as indicated in the Advertisement.
3. Qualification of Bidders: Each bidder must be prepared to submit within five calendar days of the Owner's request written evidence of their qualifications for the project including financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the project is located.
4. Supplemental Bid Sheets: In the reconstruction of roadways during the year, the City may wish to substitute different types of materials for patching, scratching, etc. from those specified in the Base Bid sheets. On the supplemental bid sheets are listed the items in which the City may wish to make substitutions. Bidders are required to submit prices on the various items contained in these sheets which shall be used as a basis for payment in case substitutions are made. Prices submitted on the supplemental bid sheets are not included in the base bid of each section. However, the Engineer or other authorized City representative will review these prices in awarding authorized scopes of work, and may be the basis for determining to award work or seek alternative contract methods.
5. Examination of Bid Documents and Site:
  - 5.1 Before submitting bids, each bidder must examine bid documents thoroughly; familiarize themselves with Federal, State and local laws, ordinances, rules, and regulations affecting the work; correlate their observations with requirements of the bid documents.
  - 5.2 Bidders are requested and expected to visit the various street locations to alert themselves to local and special conditions which may be encountered during construction of the project such as: Labor and transportation, handling and storage of materials, the availability of materials, and site access. Failure to make such investigations shall not relieve the successful bidder from performing and completing the work in accordance with the contract documents.
6. Clarification:
  - 6.1 No oral clarification of the bid documents will be made to any bidder. To be given consideration, requests for clarification must be received in time to allow preparation of written response at least seven (7) days prior to date fixed for opening of bids. Clarifications will be issued in the form of written addenda to the bid documents and posted to the Procurement Website within five (5) days of the bid opening. Only clarification by formal written addenda will be binding.
  - 6.2 All communications in regard to clarifications and any other matters related to this project shall be addressed to: Florence Randolph, Procurement Division, 900 Church Street, Lynchburg, VA 24504, Fax: 434-845-0711, email: [florence.randolph@lynchburgva.gov](mailto:florence.randolph@lynchburgva.gov).

7. Substitutions:

- 7.1 Substitutions of material or equipment or both may be offered by the Contractor with his bid, provided that, if approved:
- a. No major changes in the construction or design intent of the project would be required. Changes required to accommodate substituted items shall be made by the Contractor at no additional cost or time delay.
  - b. Features of quality, capacity, construction, performance, appearance, size, arrangement, and general utility including economy of operation of substitutes offered, either parallel or exceed those of specified products.
  - c. The provisions of the General Requirements and any other guarantees, if required by the specification sections, shall apply in full force and effect to the performance of such substitute products, approved for incorporation into the Work.
- 7.2 Technical data covering the proposed substitution shall be furnished with the bid when possible, and not later than 10 days after bid submission.

8. Bid Submission:

- 8.1 Submit bids using forms furnished in the Project Manual and fill in all blank spaces on the form. Repeat notation "Contractor's Current Virginia License No. \_\_\_\_\_" on outside of inner envelope containing bid and bid security, and place this envelope within another envelope addressed to:

City of Lynchburg  
Attn: Florence Randolph  
Procurement Division  
900 Church Street  
Third Floor, City Hall  
Lynchburg, VA 24504

Bidders shall include the following with their bid submission:

- Bid Form
- Statement of Experience
- Statement of Available Resources
- Equal Opportunity Report Statement
- Corporate Status Form
- Questions to Offeror Form
- Certification of Nondiscrimination & Anti-Collusion
- Bid Bond

- 8.2 Both the inner and outer envelopes shall have noted thereon:
- a. "Sealed Bid Enclosed for **(Spring 2016) Paving**" contract.
  - b. Project Number **T0262**;
  - c. The bidder's name and address;
  - d. Repeat the notation "Current Registered Virginia Contractor No. \_\_\_" on the outside envelope.

- 8.3 Each bid must be accompanied by a cashier's check on a bank satisfactory to the City or a Bid Bond in the amount of five percent (5%) of the amount of the total base bid, made payable to the City, as assurance that the successful bidder will enter into contract within ten (10) days after Notice of Award.

If the successful bidder default's by failure to enter into contract and filing applicable bonds, the certified check or Bid Bond accompanying the successful bid shall be collected by the City, not as a penalty but as liquidated damages for delays and such additional expenses as may be incurred by the City for reasons of such default.

**ESCROW AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by,  
between and among the City of Lynchburg ("City"), \_\_\_\_\_ ("Contractor"),

\_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_  
(Address of Bank)

a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of Virginia (hereinafter referred to collectively as "Bank"),

and \_\_\_\_\_ ("Surety") provides:

I.

The City and the Contractor have entered into a contract with respect to City.

Project No. **T0262** and Name: **Municipal Paving Contract (Spring 2016)** ("the Contract"). This agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the City's Director of Finance is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the City, elected to have these retained amounts held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be deemed a part to, bound by, or required to inquire into the terms of, the Contract or any other instrument or agreement between the City and the Contractor.

III.

The City shall from time to time pursuant to its contract pay to the Bank amounts retained by it under the Contract. Except as to amounts actually withdrawn from escrow by the City, the Contractor shall look solely to the Bank for payment of funds retained under the Contract and paid by the City to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.