



18 Government Center Ln, PO Box 859, Verona, VA 24482

Phone: (540) 245-5681

augustawater.com

**REQUEST FOR SEALED BIDS**  
**Pothole Excavation of Water Service Laterals**  
**For Determination of Line Material**

**ITB No. 2318**

**Issue Date: June 27, 2024**

Sealed bids for pothole excavation of water service laterals for determination of line material at various locations within Augusta County, Virginia 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. local Verizon time July 16, 2024**, then publicly opened.

**Technical Questions:** Casey McCracken, Director of Information Technology  
Phone: 540-245-5680  
Email: [cmccracken@augustawater.com](mailto:cmccracken@augustawater.com)

- Notes: 1. **EMAIL** or **FAX** Bids will **NOT** be accepted.  
2. No pre-bid meeting is currently scheduled. Any requests for site visits should be directed to the technical contact above.
- 

Terms: \_\_\_\_\_% \_\_\_\_\_ days

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

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

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

Phone No: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

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

**\*\*\*THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL\*\*\***

## **1.0 BACKGROUND**

The Environmental Protection Agency (EPA) has revised the Lead and Copper Rule to require utilities to provide an inventory of water service lines with the goal of identifying and removing lead material.

Augusta Water has reviewed its existing records to identify water service line materials where possible, however, some water service lines remain unidentified. Identification of these water service lines will require field investigation and excavation. Augusta Water has petitioned the Virginia Department of Health for permission to utilize a statistical method to reduce the overall number of service lines requiring excavation.

Augusta Water seeks an experienced vendor, hereinafter referred to as “Bidder”, to provide sealed, competitive bids for the providing of water service lateral pothole excavation for determining the construction material of public and private water service lines.

Augusta Water anticipates the most efficient method of excavation to be vacuum excavation. This method of excavation will involve the use of a hydro-vacuum vehicle or similar apparatus that uses a high-pressure water jet and industrial vacuum. The water jet breaks up the soil and debris which is then vacuumed into a holding tank. The excavated soil is then replaced once the crew has identified the line. Hand excavation is a permitted alternative, provided the deadline for completion can be achieved.

The Lead Service Line Inventory must be submitted to the Virginia Department of Health by October 16, 2024. As a result, Augusta Water requires any field investigations to be completed and data submitted by the end of September 2024. Failure to meet this deadline will result in Augusta Water crews being required to excavate service lines at a cost to the Bidder of \$500/work day.

Augusta Water has collected mapping grade GPS locations for all of its meters. This information will be made available to the Bidder.

## **2.0 SCOPE OF WORK**

### **2.1 General**

The scope of work includes the location, verification, and documentation of service line material for Augusta Water public water service lines and/or customer private water service lines approximately 3 to 5 feet outside of the meter box. If the Augusta Water public water service line is in/under impervious surfaces, the public water service line will be verified inside the meter box. All potholes are anticipated to be 30 to 48 inches deep; however—there may be instances of deeper services. No additional compensation will be provided for service lines deeper than 48 inches. Bidder must be knowledgeable in utility locating to be able to locate service lines directly outside the meter box. Bidder may not use Augusta Water personnel to locate service lines.

Services provided by the Bidder must also include any necessary site preparation, excavation, filling excavated areas, site cleanup, re-sodding the pothole site, line material verification and report submission.

All work shall be nondestructive in nature to the utility and to the service lines. The search for each service line will include a locate hole, increasing in diameter up to a maximum of 2 feet in diameter. Any service line not found in that diameter must be immediately reported back to Augusta Water, before leaving the site, for additional locating by Augusta Water.

Excavations occurring where the ground cover is native soil shall include backfilling with clean sand and compacted. Should any settling occur in areas of backfill, to the extent the area becomes a trip hazard or public safety issue as verified by Augusta Water, the Bidder will be responsible for all material and labor to provide for additional backfill.

Sod shall be included in the proposed bid price. The Bidder is responsible for replacing all landscape, softscape, and/or hardscape damaged during the course of work.

The Bidder shall provide and have on-hand sufficient personnel, proper equipment, and machinery of ample capacity to facilitate the Work. The Bidder shall be fully and exclusively responsible for means, methods, techniques of construction, and safety.

The Bidder shall be responsible for all traffic control requirements including VDOT permits and ensuring each crew has a competent person.

The Bidder shall be responsible for requesting any required VA811 locate tickets.

All vehicles used by the Bidder shall, at all times, display an Augusta Water provided "Augusta Water contractor" decal/magnetic sign on each side of the vehicle. The Bidder may be charged for the replacement of any lost or damaged signs.

Pothole locations will be generally located in the Verona, Mt. Sidney, Weyers Cave, Fishersville, and Stuarts Draft areas. A list of addresses will be provided to the successful bidder. For bidding purposes, the Bidder shall assume the work will be performed on an area by area basis for efficiency.

Bidder shall conduct investigations by route or group of routes. Route groups should be based on the existing water meter reading routes. Augusta Water retains the right to prioritize neighborhoods, or to reorganize priorities, both before the Work begins, and during the Work. Unless approved in writing by Augusta Water, the Bidder shall complete the investigations in one route or group of routes before commencing investigation of the next route. Exceptions to the requirement to complete a route may be granted by Augusta Water.

Augusta Water and the Bidder shall establish an overall schedule for investigation of the entire Work. On the first work day of each week, the Bidder will provide Augusta Water an updated schedule of where work is planned for the next 2 weeks.

The Bidder will be responsible for providing Augusta Water with weekly status reports detailing the number of investigations performed, problems encountered, work remaining and any schedule adjustments. The Bidder will also provide data transfers as part of these weekly reports.

The Bidder will be responsible for completion of the Work even if subsurface characteristics, rock or other materials are encountered during excavation. No additional compensation or contract time will be provided for impacts resulting from subsurface characteristics, rocks or other materials encountered. At its sole discretion, Augusta Water may offer an alternate location to the Bidder.

**2.2 Hours of Work**

Bidder shall propose normal work hours, which must be approved by Augusta Water but shall, in no case, extend before 7:30am or after 6:30pm Monday through Saturday.

**2.3 Property Owner Notification**

Augusta Water shall notify homeowners and businesses of the Work prior to Bidder arriving on site. Bidder shall cooperate with the local homeowners and business people throughout the Work and respond to and address complaints as they arise.

**2.4 Verification Method**

Verification will include uncovering a portion of the service line via potholing, performing a scrape test and magnet test, and providing data regarding the results of the test. See section 2.5 for the data to be collected. A scrape test must be performed in the following manner:

Using a flat head of a screwdriver or similar tool, scratch through any corrosion that may have built up on the outside of the service line pipe without damaging the service line. Results will be classified in the following way:

<b>If scraped area is...</b>	<b>It shall be classified as...</b>
Shiny/silver and is not magnetic	Lead
Copper in color (like a penny) and not magnetic	Copper
Dull gray and magnetic	Galvanized steel
Blue, black, clear, or white and is not magnetic	Plastic

**2.5 Documentation**

The Bidder will provide the below documentation in a digital format acceptable to Augusta Water:

*Pictures*

- Pre-excavation photo showing general locate area (to provide evidence in the event of any customer complaints). The entire work area shall be included in the photo.
- Post-excavation restoration photo showing general locate area (to provide evidence in the event of any customer complaints). The entire work area shall be included in the photo.
- Service lateral scraped area showing color of the pipe and magnetic status (magnet stuck to side vs. falling off)

*Data*

- Name of Employee Performing Identification
- Material Color
- Magnetic Status
- Material Type
- Verification Date
- Service Line Depth (feet)
- Service Line Diameter (inches)

Collected Pictures and Data will be identified by account number (as given by Augusta Water). Augusta Water desires to be as cost effective as possible and will negotiate the exact format for data transfer with the successful bidder for the benefit of all parties.

## **2.6 Material Disposal**

Material removed from the excavations shall be hauled away from the project site and legally disposed of by the Bidder. Augusta Water cannot waive tipping fees at the Augusta Regional Landfill.

## **2.7 Damage During Service Lateral Location/Excavation**

The Bidder's supervisors shall be prepared to repair any damage by a qualified technician at no cost to Augusta Water or the customer if during the investigation breakages have occurred as a result of the Work.

## **2.8 Pricing**

Price per pothole shall include the following:

- Water service line locate and coordination
- Debris removal from excavation and all safe and legal disposal of excavated material
- Backfilling of excavation
- Surface restoration
- Sodding
- All necessary traffic control during potholing activities
- Area cleanup to at least pre-existing conditions
- Mobilization and travel time required during the project
- Any damage to utility, surface or property
- All licensing and permitting requirements
- All overhead/profit, general measures required to perform the work, and/or total time for personnel and equipment to fulfill the requirements of the contract

## **INSTRUCTIONS**

- All Bids must be submitted in accordance with the General and Special Conditions. If more space is required to furnish a description of the goods offered, unit prices, or performance terms, the Bidder may attach a letter hereto which will be made a part of the bid.
- Bids may be submitted by one of the following methods:

***In person  
or by courier,  
UPS, FEDEX, etc.***      – to receptionist:      **ATTN: ITB #2318  
Kristen Desper  
Augusta Water  
18 Government Center Lane  
Verona, VA 24482**

***or by USPS mail***      – addressed to:      **ATTN: ITB #2318  
Kristen Desper  
Augusta Water  
PO Box 859  
Verona, VA 24482-0859**

- 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 their bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Local Verizon time will determine the time of day.
- The prices submitted by the Bidder shall include all costs of permits, labor, equipment and materials for the items necessary for furnishing the work in this solicitation in accordance with the specifications in this document. All items of work not specifically mentioned herein which are required, by the Bidder, to perform as intended and deliver the final product as specified herein shall be included in the respective unit prices bid.
- The terms for payment shall be stated in days and reflect any percentage discount for early payment.
- All Bids must include the company name and be signed by a responsible officer or employee. Obligations assumed by such signatory must be fulfilled.
- Successful Bidder(s) must be properly licensed to provide and deliver their product in the Commonwealth of Virginia.
- The Bidder 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.
- The Bidder shall assure 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.
- Environmental Requirements Statement: Bidders must also include a signed Contractor’s Environmental Requirements Statement.

## GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The terms “Bid” and “Proposal” shall be deemed equivalent. The term “Bidder” shall include proposers responding to a Request for Proposals (RFP).
2. **PRECEDENCE OF TERMS:** In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation, the special terms and conditions shall apply.
3. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Technical person whose name appears on the first page of the Invitation to Bid. Any revisions to the solicitation will be made only by addendum, issued by OWNER.
4. **ADDENDA:** In the event there are any addenda, they will be posted to the OWNER’s website at [www.augustawater.com/bids](http://www.augustawater.com/bids). It is the Bidder’s responsibility to check the website prior to the submittal deadline to ensure the Bidder has a complete, up-to-date package.
5. **PAYMENT TERMS:** Payments will be made upon verification of delivery and receipt of materials. All pay requests and supporting documentation must be approved by OWNER and will be submitted for payment in accordance with OWNER’s payment policies. Approvals for payment under this procurement will be by the OWNER’s designated technical representative, or their designee, as noted on Page 1 of this solicitation.
6. **QUALIFICATIONS OF BIDDERS:** OWNER may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to OWNER all such information and data for this purpose as may be requested. OWNER reserves the right to inspect Bidder’s physical facilities prior to award to satisfy questions regarding the Bidder’s capabilities. OWNER further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of OWNER.
8. **INDEPENDENT CONTRACTORS:** The parties hereto are independent contractors and are not agents, partners, or joint ventures. Neither party shall have the ability to bind the other to any contract with a third party and neither party shall hold itself out to any third party as having the right to bind the other party to any contract.
9. **ANTITRUST:** By entering into a contract, Contractor conveys, sells, assigns, and transfers to Owner all rights, title and interest in and to all causes of action you may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Owner under this contract.
10. **SCC REGISTRATION:** Pursuant to Virginia Code § 2.2-4311.2, the Contractor must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.
11. **ESCROW:** In accordance with Virginia Code §2.2-4334, for bids of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, the Bid Form will include a space for the bidder to indicate an option to use the escrow account procedure in order to have retained funds paid to an escrow agent.
12. **SUBROGATION:** Any and all waivers of subrogation by Owner contained in the Contract Documents, including without limitation the General Conditions, are hereby deleted. Any and all binding arbitration provisions contained in the Contract Documents are hereby deleted.

**13. GOVERNING LAW:** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation between the parties arising under this Contract shall be brought in a court of competent jurisdiction in Augusta County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, codes, rules and regulations.

**14. ANTI-DISCRIMINATION:** By submitting their proposals, all Bidders certify to OWNER 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 Bidder agrees as follows:

The Bidder 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 Bidder. The Bidder 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 Bidder 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.

The Bidder 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.

**15. NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATION:** In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the OWNER will not discriminate against faith-based organizations. The bidder also agrees to abide by § 2.2-4343.1 of the Virginia Public Procurement Act.

**16. MINORITY AND WOMEN-OWNED BUSINESSES:** In accordance with Presidential Executive Orders #12138 & #11625 OWNER actively solicits both minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposal, and if not already on Augusta Water's mailing list, you may request application for inclusion on the list. Should you be interested, please contact Augusta Water at (540) 245-5670 and request information.

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.

**17. DRUG-FREE WORKPLACE:** During the performance of this contract, the Bidder agrees to (i) provide a drug-free workplace for the Bidder'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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that the Bidder 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 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 Bidder 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.

**18. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal.



19. **DEBARMENT:** By submitting a proposal the Bidder certifies neither it (nor he or she) nor any person or firm which has an interest in the Bidder'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.
20. **PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.
21. **COSTS OF PROPOSAL PREPARATION:** Any costs incurred by the Bidders in preparing or submitting proposals are the Bidders' responsibility. OWNER will not reimburse any Bidder for any costs incurred as a result of a response to this Invitation to Bid.
22. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for OWNER, including any electronic media, shall belong exclusively to OWNER and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to, or upon submission of, the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary to the extent that such protected material is separately packaged and so identified in the Bid Submittal envelope.
23. **CANCELLATION OF CONTRACT:** Unless otherwise specified in the RFP/ITB, the OWNER may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Bidder. The Bidder shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Bidder's work under this contract.
24. **OBLIGATION OF BIDDER:** By submitting a proposal, the Bidder covenants and agrees he has satisfied himself, from his own investigation of the conditions to be met, he fully understands his obligation and 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.
25. **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 Bidder does not, and shall not during the performance of any awarded contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
26. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that OWNER shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that, if the bid from the lowest responsible bidder exceeds available funds, the OWNER may negotiate with the apparent low bidder to obtain a contract price within available funds in accordance with General Condition Section "NEGOTIATION WITH THE LOWEST BIDDER."
27. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, OWNER reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the OWNER whenever such low bid exceeds OWNER'S available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by OWNER for this contract prior to the issuance of the written Invitation to Bid. Negotiations with the low bidder may include both modifications of the bid price and other items required to be performed. The OWNER shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the OWNER wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by OWNER and the lowest responsive, responsible bidder(s).

**28. INSURANCE COVERAGE:** Unless otherwise specified in the RFP/ITB, the Bidder shall maintain the following insurance to protect it from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
<p>Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable</p> <p>Comprehensive General Liability endorsement coverage.</p> <p>Premises – Operations Bodily Injury Liability and Property Damage Liability Combined</p> <p>Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Bidder</p> <p>Umbrella/Excess Liability</p>	<p>Statutory, including Employer’s Liability of            \$100,000.00 Each Accident            \$500,000.00 Disease-Policy Limit            \$100,000.00 Disease-Each Employee</p> <p>Including the Broad Form C.G.L.</p> <p>\$1,000,000 Each Occurrence            \$1,000,000 Aggregate</p> <p>\$1,000,000 Per Accident</p> <p>\$1,000,000 Each Occurrence            \$2,000,000 Aggregate</p>

The Bidder shall purchase and/or maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the OWNER for damage thereto.

The OWNER reserves the right to require insurance of any Bidder in greater amounts provided notice of such requirements is stated in the Solicitation.

**SPECIAL TERMS AND CONDITIONS**

- A. AWARD:** OWNER reserves the right to reject any or all bids and to waive informalities in any bid. Award will be made to the lowest responsive and responsible Bidder.
  
- B. BID BOND:** Each bid in excess of \$500,000 shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to Augusta Water. The sureties of all bonds shall be from a surety company or companies as are approved by Augusta Water and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding it shall guarantee the Bidder will not withdraw such bid during the period of 60 days following the opening of bids and if such bid is accepted, the bidder will accept and perform under the terms of the Invitation to Bid and purchase order or contract. The bid guarantee will be returned upon award of contract.
  
- C. PERFORMANCE & PAYMENT BONDS:** Each bid in excess of \$500,000 the Bidder agrees upon written notice of an award of the contract, they shall execute the contract in the form stipulated in accordance with this bid, and shall provide a Performance Bond and Payment Bond with good and sufficient surety or sureties, as required by the contract documents, at the time the contract is executed.
  
- D. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
  
- E. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal should be returned in a separate envelope or package, sealed, and identified as follows:

<b><u>ITB No. 2318</u></b>		
<b><u>Pothole Excavation of Water Service Laterals</u></b>		
<b><u>For Determination of Line Material</u></b>		
From: _____ Name of Bidder	<u>July 16, 2024</u> Due Date	<u>2:00 PM</u> Time Due
_____ Street or Box Number		
_____ City, State, Zip Code		
<u>ATTN: Kristen Desper, Purchasing Officer</u>		

The outer (or delivery) envelope should be addressed as directed on the second bullet of the instruction section of this solicitation.

If a bid/proposal is not contained in an outer (or delivery) envelope, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence, other than bid documents, should be placed in the inner envelope.

**F. ESTIMATED QUANTITIES:** The quantities shown below are estimates only and are not to be construed as a commitment by the OWNER to purchase these amounts. The OWNER reserves the right to increase or decrease quantities depending on need. Price quoted shall remain effective regardless of quantity ordered.

**G. WEATHER & EARLY COMPLETION:** No additional days will be provided for weather conditions. Instead, an early completion bonus will be offered for completing the Work ahead of schedule. For each day early the Work is completed, up to a maximum of 12 days, a bonus payment of \$500/day will be offered.

**H. SCHEDULE OF EVENTS**

Email ITB to Vendors Post on eVA Bulletin Board Post on Augusta Water Website	June 27, 2024
Pre-submittal questions due by 2:00 PM EST	July 8, 2024
Respond to pre-submittal questions	July 10, 2024
Bids due by 2:00 PM EST	July 16, 2024

**ATTACHMENT A**

**BID SHEET**

**Pothole Excavation to be completed by September 30, 2024**

Pothole(s) Needed @ Location	Estimated Quantity	Unit Cost	Total Cost
One Pothole (public or customer side), 3 to 5 feet outside meter box	675		
Two Potholes (public and customer side), 3 to 5 feet outside meter box	45		
One Pothole (public side), inside meter box	1		
One Pothole (public side), inside meter box, One Pothole (customer side), 3 to 5 feet outside meter box	1		
<b>Grand Total</b>	<b>722</b>		

Augusta Water is actively soliciting water line material information from customers. The estimated quantities above are not guaranteed and are subject to change.

Payment shall be made for the actual number of excavations. Excavations are anticipated to be by vacuum excavation, however hand digging in some locations may be necessary, to expose the existing service line sufficient to positively identify the material, backfill and compact.

There shall be no adjustment in the unit price for excavations required to be larger or deeper than specified above. Augusta Water will not be responsible for the cost of any appurtenances requiring replacement due to damage by the Bidder.

If the water service line is found to be in casing or a sleeve, prior to the Bidder cutting the casing/sleeve, Augusta Water will be contacted to negotiate a time and materials repair cost with the Bidder. In the event Augusta Water elects to inventory a different location and not damage the casing/sleeve, the Bidder will still be entitled to payment for the pothole based on the applicable unit cost.

If the bid is \$200,000.00 or more, I/We elect to utilize the escrow account procedure described in F of the Special Terms and Conditions if determined to be the low bidder.

\_\_\_\_\_ Write "Yes" or "No"

\*\*Quantities listed are approximate and are assumed solely for the comparison of bids. Compensation will based upon the unit price and actual quantities.\*\*

\*\*\*THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL\*\*\*

**ATTACHMENT B**  
**QUALIFICATIONS & REFERENCES**

The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. To that end, please provide the following information:

1. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of construction service.  
 \_\_\_\_\_ years \_\_\_\_\_ months.
  
2. REFERENCES: Indicate below, at a minimum, three (3) recent references for whom you have provided this type of construction service. Include the date service was furnished and the name and address of the person the OWNER has your permission to contact.

Date Service Provided	Client and Address	Contact Person and Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. BONDING INFORMATION

Bonding Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Bonding Agent: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Aggregate Bonding Capacity: \_\_\_\_\_  
 Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

\*\*\*THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL\*\*\*



## *Environmental Management Systems*

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### Contractor's Environmental Requirements

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#### **1. Introduction**

- 1.1 The following information is supplied to contractors who perform work on property owned by Augusta County, Augusta Water or Augusta County Public Schools. The contractor receives these requirements in the event contractor services have a potential to cause significant environmental impacts. The information presented in this package has been developed in response to the Augusta County's Environmental Management System (EMS). The intent of this information is to make on-site contractors aware of the EMS that has been implemented and to ensure that they conform to the applicable EMS program requirements as well as State and Federal regulations. The contractor will respond to receipt of this document by signing a statement indicating they have read these requirements, fully understand them and will comply with all EMS, State and Federal regulations.
- 1.2 Conformance with EMS requirements and State and Federal regulations are expected of all subcontractors and employees and will be enforced by the projects contractor.
- 1.3 For further information, or review of EMS details, please contact the Environmental Programs Manager at 540-245-5700.

#### **2. Material Handling / Spills**

- 2.1 There will be no outside storage of any hazardous materials without the consent of the owner's representative and/or Environmental Programs Manager.
- 2.2 Contractors will properly label, store and dispose of all hazardous materials.
- 2.3 When handling, storing or disposing of hazardous chemicals or materials contractors will meet all applicable laws and regulations.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 The contractor will ensure that chemical containers are closed except when in use or if regulations prohibit closure.
- 2.6 The contractor will have available the Safety Data Sheets (SDS) for all chemical products on site. SDSs will be made available to maintenance personnel, medical personnel, environmental personnel or their representatives upon request.

- 2.7 Contractors will maintain spill kits to contain and clean up spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible in the event of an emergency.
- 2.8 Contractors will immediately notify the owner's representative who will contact the Environmental Programs Manager of any reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Environmental Tracking of Spills and Releases Form to the Environmental Programs Manager. The contractor is responsible for notifying appropriate State/Federal agencies and cleaning up the spill within legal time requirements.

### **3. Waste Disposal**

- 3.1 Shipping information and paperwork (SDS, Waste Profiles, Land Ban Forms and Recycling/Disposal Certificates) must be provided to the owner's representative or Environmental Programs Manager upon request.
- 3.2 Contractors are responsible for all regulated wastes. All State, Federal, and EMS requirements must be met.

### **4. Water Discharges**

- 4.1 Discharge of materials other than potable water to ANY drainage system is prohibited.
- 4.2 Discharges to sanitary sewers are prohibited unless approved by Augusta County Service Authority.

### **5. Land Disturbance**

- 5.1 Solids must be prevented from entering sewer drains. Roadways and outside areas must be kept clean.
- 5.2 It is the contractor's responsibility to comply with all Virginia Erosion and Sediment Control Laws and County Ordinances administered by the County Engineer. The County Engineer may be contacted at 540-245-5700. A Land Disturbing Permit may be required.

### **6. Equipment Decommissioning**

- 6.1 All equipment will be thoroughly inspected by the contractor for fluids and other hazardous materials prior to removal.
- 6.2 All fluids and other hazardous materials will be removed prior to decommissioning of equipment.
- 6.3 Disposal of any waste generated will be handled in accordance with EMS, State and Federal requirements.

### **7. Inspections**

- 7.1 The owner's representative and/or Environmental Programs Manager may inspect hazardous materials, training/disposal records, equipment, etc. to insure compliance with EMS program requirements and State and Federal regulations. By execution of the contract, permission will be given for the owner's representative and/or Environmental Programs Manager to conduct the proper inspections. Any items found insufficient in protecting the environment will be corrected by the contractor.

### **8. Contractor Sign Off**

- 8.1 Contractors are required to be familiar with the Contractor's Environmental Requirements and are required to sign the attached statement and submit it with the formal bid documents.





## ***Environmental Management Systems***

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### **Compliance with Environmental Requirements**

I have read and fully understand the environmental requirements contained in the Contractor's Environmental Requirements. My company and its subcontractors and employees will comply with all EMS requirements and State and Federal Regulations concerning storing, using, transporting, and disposing of hazardous chemicals and materials.

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

Principle in Charge: \_\_\_\_\_

Signature of Principle: \_\_\_\_\_ Date: \_\_\_\_\_