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County Administrator
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The County Of
Powhatan
Request for Quote
SLUDGE PUMPING AND DISPOSAL

Issue Date: March 17, 2023

Title: De-water, remove, and landfill digested solids from
Dutoy Creek and Fighting Creek Wastewater Treatment
Plants in Powhatan, Virginia

Issuing Entity: County of Powhatan, Virginia Department of Public
Works

Period of contract: From date of award through final completion date

All inquiries for information should be directed to: Johnny Melis
Director of Utilities
Email: jmelis@powhatanva.gov
Fax: 804-698-5764

Quotes shall be sent electronically, delivered by courier, or hand delivered no later than close of business on **March 31, 2023**, to:

County of Powhatan
Department of Public Works
Attention: Johnny Melis
2322 Skaggs Rd
Powhatan, VA 23139

PRE-BID CONFERENCE: None

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment

Obligation of Contractor: By submitting a Quote, the Contractor covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands

his obligation and that he will not make any claim for or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

Contractor further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with contract.

Name and Address of Firm:

Date:

By:

(Signature in Ink)

Name:

(Please Print)

Title:

(Please Print)

FEI/FIN NO.

Phone:

Fax:

Email:

Powhatan County Business License No. (If applicable) _____

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Phone: 804-598-5764

Fax: 804-598-4821

Website: www.powhatanva.gov

Table of Contents

<u>SECTION I – Request For Quote DETAIL</u>	3
<u>A. SCOPE OF WORK</u>	3
<u>B. INSTRUCTIONS</u>	3
<u>C. SPECIFICATIONS</u>	5
<u>SECTION II – PRICING FORM</u>	7
<u>SECTION III - GENERAL TERMS AND CONDITIONS</u>	8

SECTION I

A. SCOPE OF WORK

GENERAL

The County of Powhatan, Virginia, hereinafter referred to as the County, is soliciting quotes from licensed and qualified Contractors to furnish labor, equipment, tools and materials necessary to pump out digesters at both Dutoy Creek and Fighting Creek wastewater treatment plants in Powhatan County and to landfill the digested sludge. Landfill approval and permitting will be the responsibility of the contractor. Anticipated volume of sludge to be removed is expected to be approximately; 192,000 gallons at Dutoy Creek and 235,000 gallons at Fighting Creek.

INTENT

It is the intent of these specifications to describe the essential minimum requirements for the quality and standards that the County expects for successful completion of this project.

B. INSTRUCTIONS

QUOTE SUBMISSION AND ADDITIONAL INFORMATION

Submit quote, using forms furnished in this RFQ and filling in all blank spaces, addressed as indicated on the front page of this solicitation.

Contractors shall include the following with their submission:

- Completed Signature Page (Page 2)
- Completed Pricing Form (Page 6)
- Proof of Insurance
- Workman’s Compensation Certificate of Coverage

CONTRACTORS REQUEST FOR INFORMATION & CLARIFICATION

Questions pertaining to the specifications of this Request for Quote will be accepted from any and all Contractors but must be in writing and directed to the individual identified on the cover page. Unauthorized contact with other Powhatan County staff may result in disqualification of the Contractor.

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PAYMENT TERMS

Terms of payment shall be 100% payment upon completion and acceptance of the project by the County. Acceptance will only be completed after any non-compliant items discovered during the final inspection have been corrected to meet the County's specifications and/or requirements to the County's satisfaction.

EXPERIENCE

Bidders shall furnish satisfactory evidence with their bid of their ability to perform the work as specified. This evidence should include five (5) years' experience as a general contractor and a list of at least three (3) references for similar projects.

UNDERSTANDING OF REQUIREMENTS

It is the responsibility of each Contractor to inquire about and clarify any requirements of this solicitation that are not understood. The County will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the individual identified on the cover page. A copy of all queries and the respective responses will be provided to all bidders who have indicated an interest in responding to this solicitation. Your signature on your Quote certifies that you fully understand all facets of this solicitation.

AWARD

The award(s) will be made to the lowest responsive and responsible Contractors(s) meeting the requirements of the solicitation.

THE RIGHT TO REJECT QUOTES/BIDS/PROPOSALS

The County reserves the right to reject any or all quotes, in whole or in part, and to waive informalities whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

GENERAL WARRANTY STATEMENT

All warranties shall commence from the date of the County's formal acceptance of the completed construction. The Contractor guarantees and warrants that all articles of construction, including all parts thereof, comply in all respects, or are fully equal to the standards and specifications called for in the Request for Quote.

C. SPECIFICATIONS

Responsibility of Contractor: Contractor is responsible for all permitting through the regulating agency to landfill the liquid sludge. Contractor owns the sludge once it is pumped into the receiving tank and shall be responsible for safe transport from the wastewater treatment plant to the landfill site. Powhatan County is not responsible for any issues related to the sludge once it is removed from the site digester. All individuals who will provide services under this and associated agreement must have all required licenses and/or certifications to provide the required services. Do not place a bid if your firm cannot meet this requirement. The Contractor will comply with all VDH regulations and provide VDH and the County of Powhatan all field reports, proof of tonnage inspection fees, and

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other documentation required for sludge removal, transportation, and disposal. The Contractor shall comply with all applicable state or local regulations or ordinances relating to air quality (odor), water quality, zoning, or transportation. The Contractor shall obtain and pay for all permits, licenses, tolls, and any other associated charges necessary for sludge removal, transportation, and disposal operations. All costs, fees, and expenses are to be included in the bid cost per ton. The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from danger; injury or loss and shall provide and maintain all necessary safeguards for such safety and protection in the removal, transport, and application of wastewater treatment sludge for this project. The Contractor shall implement its emergency spill cleanup plan in the event of a spill on any roadway whether state or non-state routes and immediately notify all pertinent agencies and/or organizations. The Contractor shall notify the County of Powhatan immediately upon occurrence of a spill and keep the County informed of the status of cleanup operations. The Contractor will furnish a generator to power the worksite.

Access: Powhatan County will provide uninterrupted ingress to and egress from the worksite for the entire duration of the project during all operating hours as needed. Powhatan County will furnish at least 100 gallons of clean water per minute at the worksite. Sludge from both WWTP's will be processed, sufficient for transfer, at the Dutoy Creek WWTP site. The Contractor will be responsible for transporting sludge between the sites.

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SECTION II - BID PRICING

THE FOLLOWING QUOTE IS SUBMITTED FOR THE POWHATAN COUNTY SLUDGE REMOVAL PROJECT

Bidder: _____
 Representing: _____
 Address: _____
 Telephone: _____
 Fax: _____
 E-mail: _____
 SIGNATURE: _____

Part A – Virginia Contractor’s Registration Number

<i>Name</i>	<i>License Number</i>	<i>Class</i>

PRINT legibly or provide a copy of current license.

Part B – Bid Price

Mobilization and demobilization (lump sum for both) \$ _____
 Price per gallons of sludge removed and landfill applied \$ _____
 Number of days to complete the work _____

For a **TOTAL LUMP SUM BASE BID** based on 427,000 gallons of sludge removed and landfilled:

\$ _____

SECTION III - GENERAL TERMS AND CONDITIONS

LAWS AND REGULATIONS

- a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of Powhatan County and the Commonwealth of Virginia bearing on the performance of the Work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.
- b) This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.
- c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor 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.
- d) The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commission of the Commonwealth of Virginia, and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.
- e) All rules, regulations, and terms associated with building Permits issued by Powhatan County are hereby incorporated in full into this contract.
- f) CONTROLLING LAW; VENUE: This contract is made, entered into, and shall be performed in the County of Powhatan, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from the IFB, its interpretations, or its performance shall be litigated only in the Powhatan County General District Court or the Circuit Court of the County of Powhatan, Virginia.

CONTRACTUAL DISPUTES (§ 2.2-4363, Code of Virginia)

- a) Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the Work upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. Although the Contractor may be required to submit certain classes of claims prior to final payment, and the Contractor is not prevented from filing claims during the pendency of the Work, the County shall not be obligated to render a final written decision on any claim until after final payment. All claims shall be submitted along with all practically available supporting evidence and documentation.
- b) No written decision denying a claim or addressing issues related to the claim, if rendered prior to final payment, shall be considered a denial pursuant to this Section

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unless the written decision makes express reference to this Section and is signed by the County Administrator or her designee. The Contractor may not institute legal action prior to receipt of the County's final written decision on the claim unless the County fails to render such a decision within ninety (90) days of submission of the claim or within ninety (90) days of final payment, whichever is later.

- c) The decision of the County Administrator or designee shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in § 2.2-4364 of the Code of Virginia. Failure of the County to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract. Pursuant to § 2.2-4366, Alternative Dispute Resolution, of the Code of Virginia, the County may enter into an agreement with the Contractor to submit disputes arising from the performance of this Contract to arbitration and utilize mediation and other alternative dispute resolution procedures. **However**, such procedures entered into by the County, or any department, institution, division, commission, board or bureau thereof, shall be non-binding and subject to § 2.2-514, as applicable.

SUBCONTRACTS

- a) The Contractor shall, within 10 days of award notify the County in writing of the names of all Subcontractors proposed for the principal parts of the Work. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the County may, within a reasonable time, object to as unsuitable.
- b) The Contractor shall be fully responsible to the County for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the County and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the County or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.
- c) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.
- d) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their Subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.
- e) The General Contractor shall immediately remove from the Site, for the duration of the Project, any personnel, including personnel of any subcontractor, making an

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inappropriate, racial, sexual or ethnic comment, statement or gesture towards any other individual or who is incompetent or careless.

- f) No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the 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.

PROTECTION OF PERSONS AND PROPERTY

- a) The Contractor expressly undertakes both directly and through his Subcontractors, every reasonable precaution at all times for the protection of all persons and property which may come on the Contractor's Site or be affected by the Contractor's Work.
- b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by County, or any other persons shall be immediately abated.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- a) Contractor must show that he has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such insurance has been approved by the County; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the County shall not relieve or decrease the liability of the Contractor hereunder.
- b) The Contractor shall take out and shall maintain in force at all times during the performance of the Work, Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by § 2.2-4332 and § 65.2-100 et seq. of the Code of Virginia. In case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. Prior to award of the Contract, the Contractor shall submit on the form provided by the County, Certificate of Coverage verifying Workers' Compensation coverage. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the County.
- c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises / Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Counties and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate combined

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limit. The County of Powhatan, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.

- d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than **\$1,000,000** combined limit for bodily injury and property damage per occurrence.

NONDISCRIMINATION

- a) § 2.2-4311 of the Code of Virginia shall be applicable. It provides as follows:
1. "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, disability, or 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, will 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 for the purpose of meeting the requirements of this section.
 2. 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."
 - a. Where applicable, the Virginians with Disabilities Act and the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.
 - b. Powhatan County does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the Code of Virginia.

PROHIBITION OF ALCOHOL AND OTHER DRUGS

- a) § 2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:
1. "During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that

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- 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 Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.”
- b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
1. The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
 2. The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

PAYMENTS BY CONTRACTOR (§ 2.2-4354, Code of Virginia)

The Contractor shall:

- a) Within seven (7) days after receipt of amounts paid to the Contractor by the County for Work performed by the Subcontractor or Supplier under this Contract,
 - i. Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the County attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 - ii. Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment;
- b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (1) (b) of this Section.
- c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier Subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower tier Subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.
- d) The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the County. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.

3834 Old Buckingham Road · Suite A · Powhatan, VA 23139

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CHANGES IN THE WORK

- a) The County may at any time, by a Contract Modification without notice to the sureties, make changes in the Work which are within the general scope of the Contract, except that no change will be made which will increase the total Contract Price to an amount more than twenty percent (20%) in excess of the original Contract Price without notice to sureties. At the time of contract signature, the Contractor and the County shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract and Price therein and of any limits to each designee's authority. The Contractor agrees and understands that the authority of the County is limited by Virginia Code § 2.2-4309.
- b) The Contractor shall review any County requested or directed change and shall respond in writing within five (5) calendar days after receipt of the proposed change, stating the effect of the proposed change upon his Work, including any increase or decrease in the Contract time and Price. The Contractor shall furnish to the County an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price.
- c) Allowable costs for changes in the Work shall not include the following:
 - i. Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.
- d) If the Contractor claims that any instructions given to him by the County, by drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the County written notice thereof. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than two (2) days after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than five (5) days after the start of such Work. If the County agrees, a Contract Modification shall be issued as provided in these General Conditions.

TERMINATION BY COUNTY FOR CONVENIENCE

The County may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the Site all of its labor forces and such of its materials as the County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as the County may require, to assign to the County the Contractor's interest in all Subcontracts and purchase orders designated by County. After all such steps have been taken to the County's satisfaction; the Contractor shall receive as full compensation for termination and assignment the following:

- a) All reasonable expenses incurred by the Contractor. Contractor shall itemize and justify all claimed expenses.
- b) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to

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any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, the County shall have no further obligations to Contractor of any nature.

COUNTY'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- a) Prior to termination of the Contract, the County shall give the Contractor ten (10) calendar days written notice, during which the Contractor may rectify the basis for the notice. If rectified to the sole satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, the County may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor that the basis for the termination will be remedied in a time and manner which the County finds acceptable. If at any time after such postponement, the County determines that Contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the Contract for cause, without the necessity of further ten (10) day notice, by notifying the Contractor in writing of the termination.
- b) If it should be judicially determined that the County improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
- c) Termination of the Contract under this Section is without prejudice to any other right or remedy of the County.

EXTENSION OF TIME

If the Contractor expects and requires additional time beyond date required by the County for completion of the Work, the Contractor may request in writing to the Contract Officer a request for an extension and justification thereof. The County, at its sole discretion, may approve or reject any such request at its discretion. Failure to complete the Work on time is justification for an immediate Termination for Cause upon written notice. Contractor may request additional days to complete the work if weather causes inability to land apply.

QUALIFICATIONS OF BIDDERS

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offer's physical facilities prior to award to satisfy questions regarding the Contractors' capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods of this RFQ.

IDENTIFICATION OF BID/PROPOSAL ENVELOPE

The signed quote should be returned in an envelope or package and identified as outlined on Page 1 of this document.

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CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

EXTRA CHARGES NOT ALLOWED

The quoted price are based on estimated volume of sludge removed and land applied. Contractor shall provide haul tickets or other evidence to show the amount of sludge removed and land applied. Any additional costs or deductions will be based on actual volume measured.

CONTRACTOR'S PERFORMANCE

The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications and drawings of this bid.

TAXES

- a) The Contractor shall pay all county, city, state and federal taxes required by law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor.
- b) The County of Powhatan is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

INDEMNIFICATION

The successful Contractor agrees to indemnify, defend and hold harmless the County of Powhatan including Powhatan Public County Schools, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Contractor, provided that such liability is not attributable to the County's sole negligence.

SEVERABILITY

Any written contract resulting from this IFB shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

APPROPRIATION

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Website: www.powhatanva.gov

The obligation of County to make payments hereunder is subject to availability of annual appropriation of funds for such purpose. Notwithstanding the foregoing, County hereby represents and warrants that sufficient funds have been appropriated to cover payments under this Agreement for the fiscal year. County further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for the Services. In the event that County cannot procure or obtain lawfully appropriated and available budget authority for the Services, and notified Contractor in writing of such non-availability of funding, this Agreement may be terminated by County without further liability, except that County shall pay Contractor for all services provided by Contractor and accepted by County up to and including the date of termination.

ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the County. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

METHOD OF PAYMENT

The Contractor will be paid 45 calendar days after final completion of the construction project described herein following formal acceptance and receipt of a correct invoice.

All invoices must reference: Powhatan County, Sludge Disposal-Utilities

Johnny Melis, Utilities Director
Department of Public Works
3834 Old Buckingham Road, Suite A
Powhatan, VA 23139

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