

RFP# TANK M&M/09-11



COUNTY OF GOOCHLAND

Purchasing Department
P.O. Box 10, Goochland, Virginia 23063-0010
Phone: (804)556-5805 Fax: (804)556-5676
Email: aelias@co.goochland.va.us

REQUEST FOR PROPOSAL

DATE OF THIS REQUEST: MAY 20, 2009

DESCRIPTION: Water Tank Maintenance and Management

PROPOSAL DEADLINE: JUNE 17, 2009, 3:00 p.m. Local Prevailing Time

SUBMISSION:

Four (4) copies of the proposal, including one original (clearly marked "ORIGINAL"), and one copy in WORD or PDF on CD, shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

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RFP FOR: Water Tank Maintenance and Management
OPEN: JUNE 17, 2009 @ 3:00 PM

Proposal must be submitted to:

Purchasing Department
1800 Sandy Hook Road, Room 321
P.O. Box 10
Goochland, VA 23063
(804) 556-5805
aelias@co.goochland.va.us

Proposals must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the Offeror to ensure timely and correct delivery of proposal to the Purchasing Department, Room 321, 3rd Floor of the County Administration Building at the corner of Routes 522 and 6.

NOTE: All overnight delivery services do not guarantee timely next day delivery to this location. Please check with the service you use.

For information relating to this RFP, please contact:

Al Elias, Purchasing Agent
Ph: (804)556-5805
Fax: (804)556-6873
aelias@co.goochland.va.us

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Obligation of Offeror: By submitting a proposal, the offeror 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 contract because of any misunderstanding or lack of information.

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: (____) _____

E-mail: _____

Fax: (____) _____

I. PURPOSE

The County of Goochland is seeking proposals from qualified firms for the immediate repair, long-term maintenance and asset management of the County's water storage vessels to include, but not necessarily limited to:

- Engineering and inspection services
- Rehabilitation
- Repair
- Repainting
- Washout, and
- Preventative maintenance

The successful firm shall assume full responsibility and accountability for maintenance issues relating to the County's water storage vessels. Currently the County owns the following:

- 600,000 Gallon Elevated – West Creek
- 300,000 Gallon Elevated – Courthouse
- 1,000,000 Gallon Composite - Centerville

II. SCOPE

The County is seeking a full-service perpetual maintenance and asset management program from a firm that will provide engineering and inspection services specific to the maintenance of existing water storage tanks covered by this RFP, as well as any tanks as may be added by the County during the life of the contract, and all services required for engineering, (specific to water tanks listed), inspection, repair, perpetual maintenance, rehabilitation, washout, preventative maintenance, proactive asset management and painting services.

III. SERVICES

The services to be provided by the consultant shall include, but not be limited to, the following:

1. Inspect the vessels at least once within any twelve-month period to ensure that the structure is in a sound watertight condition and provide the County with a comprehensive report of inspection and proposed corrective actions (if any) within thirty (30) days from date of inspection. Complete corrective action shall be performed by the firm within a designated period of time dependent upon the action and weather conditions.
2. Completely pressure wash, utilizing a minimum pressure of 3,000 psi (washout) the vessels at least one time within any three-year period and remove all mud, silt, and other accumulations that might be harmful to the vessels or its contents. After washout is completed, thoroughly inspect and disinfect the vessels in accordance with A.W.W.A. standards utilizing disinfection spray method #2 and return the vessels to service.
3. Furnish any and all services, including inspection, engineering, and construction services, needed to ensure the vessels is in sound, watertight, in working order according to design specifications and in compliance with all State of Virginia requirements, including but not limited to steel replacement, steel parts, foundation repair, expansion joints, water level indicators, sway rod adjustments, tank overflows, manhole covers, valves, gaskets, and other component parts of the vessels or vessels tower.
4. Clean and paint the interior and/or the exterior of the vessels at such times painting is needed. The need for interior painting shall be determined by the thickness of the existing liner and its protective condition. The

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need for exterior painting shall be determined by the appearance and protective condition of the existing paint.

5. Install anti-climb devices on the access ladder to each vessel to prevent unauthorized persons from climbing the vessels.
6. Install locks on the roof hatches and anti-climb devices to prevent unauthorized persons from entering the vessels.
7. Furnish pressure relief valves, if needed, to be installed in the County's water system so the County can pump direct and maintain water pressure while the vessels is being serviced.
8. Provide the County with a minimum advance notice of thirty (30) working days in advance of performing any services that will result in removing a vessel from service.
9. Provide short-term and long-term project management services to maintain the water storage asset. A perpetual warranty for all services shall be included.

IV. PROPOSAL CONTENT

Proposals should be prepared simply, providing straightforward and concise response. Each copy of the proposal should be bound with all the documentation in a single volume and indexed in the following order:

1. Experience
 - a. The proposal shall include a narrative introducing your firm. The proposal shall include the details of general work and renovation capabilities of the firm to include, but not necessarily limited to:
 - i. experience in the work required by the County
 - ii. locations of operational centers
 - iii. years in business
 - iv. total number of employees
 - v. percentage of work to be subcontracted, and
 - vi. other information relevant to the RFP.
2. Methodology
 - a. The details and work and renovation plan for each tank, to include, but not necessarily limited to, the evaluation of the tank with particular regard to the internal and external structural condition of the tank and any appurtenances, need for painting and condition of the foundation. If applicable address the methods for handling and disposal of hazardous wastes.
 - b. Describe the details of all miscellaneous or structural repairs necessary to include the need for steel replacement, steel parts, expansion joints, sway rods, manhole covers, gaskets and any other components of the tank or the tower.
3. Maintenance and Asset Management Program
 - a. The proposal shall describe the details of all items covered by the proposed maintenance and asset management program. These items must include, but not be limited, to all structural or miscellaneous repairs and maintenance necessary for the vessels. This should include the need for steel replacement, steel parts, foundation repair, expansion joints, water level indicators, sway rods, manhole covers, valves, gaskets and any other components of the vessels. All coating systems are to be included as well. The firm shall warranty all work throughout the duration of the agreement.
 - b. Demonstrate that the capability is in place to manage the information flow during the course of maintaining the County's water storage vessels
 - c. Proposal shall also specify the frequency and degree of inspection and cleanout services the County could expect under the terms of the contract. Additionally, each prospective firm should address the requirements to assume responsibility for all corrections and repairs to the tank necessitated by acts of vandalism and through normal deterioration.

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4. Staffing

- a. Identify the key personnel who would be assigned to the engagement and their role in the contract and provide a resume for each (no more than 1 page) indicating relevant experience, training and certifications and/or licenses
- b. Each offeror shall submit its Safety Program stating company policy on all safety measures. Documented procedures shall include workers' protection, confined space procedures, fall protection, containment procedures and general safety procedures.

5. References

- a. Provide a list of water systems currently being managed including the number of tanks in the system under contract and the name of the principal contact with telephone number.

6. Cost

- a. Provide the costs per tank/per year to provide
 - i. the repairs specified per the attached schedule in year 1 and
 - ii. the maintenance and repairs for years two (2) through five (5) per the proposed maintenance and management system.
- b. Annual costs quoted shall be the complete cost to provide the proposed services. Detail any costs not covered by annual fee
- c. Annual fees shall accrue for all future tank major maintenance under the terms of the contract.
- d. Provide method for determination of costs for years six (4) and beyond (see Section V, Contract Term)
- e. Include a quotation of hourly rates for each classification of employee to be used on this project.

7. Submission

- a. Response should include
 - i. Any sample contracts or agreements the County will be expected to sign
 - ii. Detailed maintenance programs for each tank

V. CONTRACT TERM

The contract shall be for one (1) year with three additional one (1) year renewals to be automatic unless the contract is cancelled for cause, convenience or lack of funding, for an initial term of four (4) years. The County shall have the option of additional annual renewals for up to six (6) additional one year periods for a possible contract term not to exceed 10 years.

VI. EVALUATION CRITERIA

The proposal review committee will use the evaluation criteria described below to evaluate and rank the proposals submitted:

1. Experience in performing the requested engineering services for projects of similar size and scope
2. Project methodology
3. Maintenance and asset management program
4. Staffing
5. References
6. Cost

VII. SELECTION PROCESS:

The County will procure the service using competitive negotiations per Sec. 2-246 of the Goochland County-Code of Ordinances as follows:

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Selection and award. Selection shall be made of two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror, so selected, the county shall select the one which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the request for proposal; awards may be made to more than one (1) offeror. Should the county determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

VIII. INSTRUCTIONS TO OFFERORS; CONTENT AND FORMAT OF PROPOSALS:

- a) All proposals must remain valid for 60 days from opening date.
- b) Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Proposals shall not be available for inspection by offerors until interviews, if scheduled, are completed. After award all proposals become a matter of public record and are available for inspection by the general public. Trade secrets or proprietary information shall not be subject to public disclosure under the Virginia Freedom of Information Act. The offeror must invoke the protections prior to or upon submission and must clearly identify materials to be protected, and state the reasons why the protection is required. In no case may proposals be identified in whole. Trade secrets or proprietary information submitted by a Offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the Offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) state the reasons why protection is necessary. A general designation of a, Offeror's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.
- c) The County will assume no responsibility for oral instruction or interpretation. Any questions regarding the proposal should be directed to the Purchasing Agent. **Any questions related to this RFP MUST be submitted no fewer than seven (7) work days prior to the closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any material change will be submitted to all offerors through issuance of an addendum.
- d) **Any contact with any County representative, other than that outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.**
- e) Each offeror shall be prepared, if so requested by the County, to present evidence of their experience, qualifications and financial ability to carry out the terms of the contract.
- f) Unless specifically prohibited by the offeror, any resultant contract may be extended to other public agencies and political subdivisions in, but not necessarily limited to, the Commonwealth of Virginia, to permit those public bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this proposal. The successful vendor shall deal directly with each agency with regard to order placement, delivery, invoicing and payment
- g) Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt

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submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- h) The County reserves the right to reject any and all proposals and waive all informalities. All contracts are awarded by the County Administrator. In the event the County rejects all proposals, the County may readvertise or make the purchase on the open market

IX. GENERAL TERMS AND CONDITIONS

- a) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
- b) Invoices for items ordered, delivered and accepted shall be submitted by the offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the County's contract number and/or purchase order number.
- c) In case of failure to provide services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- d) The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and/or furnish the item(s) and the offeror's shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to complete the work and/or furnish the item(s) contemplated therein
- e) The Offeror shall indemnify and hold harmless the Owner and all of its officers, departments, agencies, agents and employees from and against all liability, claims, loss, costs and expense however caused arising out of, or resulting from, the negligent acts or omissions of the Offeror. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Offeror, the Offeror shall bear all costs, fees and expenses of the County's defense thereof, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses.
- f) By submitting their proposals, all offerors certify that they are not currently debarred from submitting proposals on contracts by the County of Goochland, or any other local, state or federal government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the County of Goochland, or any other local, state or federal government.
- g) In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply
- h) The Offeror will abide by the following non-discrimination and drug free workplace provisions, and shall include such provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor:
 - i. During the performance of this contract, the Offeror agrees that it 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 law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that it is an equal opportunity employer.

- ii. During the performance of this contract the Offeror agrees as follows: (i) to provide a drug-free workplace for the Offeror's employees; (ii) to 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 Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a Offeror in accordance with this procurement transaction, where the Offeror's employees 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.
- iii. 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.
- i) The Offeror is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of subsequent agreement or its rights, title or interest herein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the authorized representative of the County.
- j) The County does not discriminate against faith-based organizations.
- k) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the following kinds and minimum amounts of insurance, in addition to unemployment compensation and workers compensation insurance:
 - i. Comprehensive General Liability, including Premises and Operations; Contractor's Protective Liability; Products Liability including Completed Operations Coverage; and Contractual Liability for this contract:
 - a. Limits: \$1,000,000 per incident / \$3,000,000 Total Bodily Injury (including death)
\$1,000,000 per incident / \$3,000,000 Total Property Damage
 - ii. Comprehensive Automobile Liability, including all Owned Automobiles, Non-Owned Automobiles and Hired Car Coverage:
 - a. Limits: \$1,000,000 per incident / \$3,000,000 Total Bodily Injury (including death)
\$1,000,000 per incident / \$3,000,000 Total Property Damage
 - iii. Employer's Liability for Participants not covered by Workers Compensation Insurance in an amount not less than \$100,000.
 - iv. Contractor shall not perform any work on this project unless he has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (Code Section 65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall not allow any subcontractor to perform any work on a County construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter

8 (Code Section 65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

The Goochland County Certificate of Insurance, page 11, shall be submitted within 10 days of after Notice of Intent to Award. Do not submit a standard Accord certificate in lieu of the Goochland certificate, the County's certificate is required. The County shall be named as additional insured on all policies except those pertaining to Worker's Compensation.

All insurance required by this agreement shall be and remain in full force and effect for the entire life of the contract

Workers compensation limits and coverage shall comply with the requirements of the laws of the Commonwealth of Virginia.

A new insurance certificate shall be issued and provided to the County for each new calendar year, for the entire duration of the project.

No contract shall be binding upon the County until the certificate of insurance, or policies if so requested, called for herein have been filed with the County and all have been approved as to form and sufficiency by the County Attorney.

- l) It is the policy of the County of Goochland to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the County's procurement activities. Toward that end the County of Goochland encourages these firms to compete and encourage other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.
- m) The agreement entered into by the parties shall consist of the County's Form of Agreement for professional services, the proposal submitted by the Offeror, all supplemental, general or special conditions, the original request for proposal submitted to the prospective offerors and any addendum to same, all of which shall be referred to collectively as the contract documents.
 - a. The successful offeror will be required to execute the attached contract, which includes all terms and conditions of this RFP by reference. Offerors intending to request additional or different language, or taking exception to these terms and conditions, must include such language or note such exceptions, with their proposal. Failure to provide additional or different language, or noting specific exceptions to these terms and conditions, with the proposal submission shall be considered as acceptance of all terms and conditions of the contract and this RFP.
 - b. This contract is subject to annual appropriations by the Board of Supervisors. Failure of the Board to appropriate funds necessary to cover the costs of the contract shall be grounds for termination.
- n) All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Offeror would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Offeror, must be submitted along with the Offeror's proposal. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Offeror shall not condition its performance or delivery upon any such agreement by the County.
- o) The Offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

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- p) The personnel designated for key positions shall not be changed except with the permission of the County. Offeror may not substitute other staff or individual(s) without the prior, express written consent of the County. The County shall not be required to consent to or accept any substitution(s) if to do so would require an increase in the compensation due to the Offeror under this Agreement, or a reduction in the quantity or quality of the Services required by this Agreement, as determined in the County's sole discretion.
- q) All information, documents, and electronic media furnished by the County to the Offeror belong to the County, are furnished solely for use in connection with the Offeror's performance of Services required by this Agreement, and shall not be used by the Offeror on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Offeror for the County are the sole property of the County, free of any retention rights of the Offeror. The Offeror hereby grants to the County an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Offeror pursuant to this Agreement, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.
- r) As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- s) By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or receive any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged. Offerors must complete and submit the attached Certification of No Collusion (Attachment A) which shall constitute material representations and warranties with respect to the contract entered into by the County with the successful offeror:
- t) Termination for Default: The contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the work, and thereafter until the Consultant has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods, if any. However, the County will have the right to terminate the contract sooner if the Consultant has failed to perform satisfactorily the work required, as determined by the County in its discretion. In the event the County decides to terminate the contract for failure to perform satisfactorily, the County will give the Consultant at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Consultant fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for the Consultant's failure to provide satisfactory contract performance, the Consultant will be entitled to receive compensation for all contract services satisfactorily performed by the Consultant and allocable to the contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Consultant or charged to the Consultant in the event the County terminates the Contract.

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- a. Except as otherwise directed, the Consultant shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.
- u) Termination for Convenience of the County: The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination at least fifteen days (15) before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.
 - a. After receipt of a notice of termination and except as otherwise directed the Consultant shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. The Consultant will be entitled to receive compensation for all contract services satisfactorily performed by the Consultant and allocable to the contract up through and including the date of termination.
- v) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of the United States of America. All litigation arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of the County of Goochland, Virginia. The Offeror shall comply with applicable federal, state and local laws and regulations.

Attachment A
CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____,
does hereby certify in connection with the procurement and proposal to which this certification of No Collusion
is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the
same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable
under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Print Name

Title

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

County of Goochland, to wit:

The foregoing Certification of No Collusion bearing the signature of _____

and dated _____ was subscribed and sworn to before the

undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

§18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

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B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

SCHEDULE

West Creek Tank
600,000 gallon elevated

YEAR 1

Exterior Renovations

- A. Exterior shall be cleaned using high pressure (3,500 psi) water cleaning with detergent to remove mildew, dirt, dust and surface contaminants.
- B. Areas where rust, loose paint or unsound surfaces exist shall be spot cleaned in accordance with SSPC#2 Hand Tool Cleaning
- C. After cleaning all bare metal shall receive one (1) coat of rust inhibitive metal primer, Thnemec Series 135 Chembuild.
- D. The complete exterior shall receive one (1) full intermediate coat of Thnemec Series 135 Chembuild
- E. The complete exterior shall receive one (1) full finish coat of Thnemec Series 1074 Endura-Shield, EN14 Slate grey applied by brush and roller application
- F. Work shall be inspected in progress and at completion by trained inspectors. Specify in submission training and licensing/certification of inspector.

Exterior Repairs

- A. Tighten safety climb cables
- B. Move local coax cable to ladder brackets on leg ladder

Interior Renovation

- A. Interior shall be pressure cleaned to remove mud, silt and foreign debris build-up.
- B. Complete interior shall be sandblast cleaned to SSPC#10 "Near White" metal. Cleaning to include ladders, pipes and steel accessories associated with the complete interior.
- C. After cleaning surfaces shall be blown down using dry compressed air to remove any dust build-up.
- D. Interior surfaces shall be lined with Thnemec Series 140 Epoxy.
 - a. Primer coat: one (1) complete coat of Thnemec Series 140 Epoxy shall be applied to achieve a dry film thickness of 5 to 6 mils.
 - b. Finish Coat: One (1) complete finish coat of Thnemec Series 140 Epoxy shall be applied to achieve a dry film thickness of 5 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One (1) additional coat of epoxy shall be applied by brush and roller to all weld seams and lapped metal.
- E. All man-ways shall be fitted with new gasket material.
- F. Interior shall be disinfected in accordance with AWWA standards and in compliance with Commonwealth of Virginia if used for potable water.
- G. Interior shall be sealed in a watertight condition and made ready for service.
- H. After all blasting operations are completed perform the TCLP Test on spent abrasive media and debris to confirm that the leachable content is under 5PPM.
- I. The spent blasting abrasive and paint debris/residue shall be properly disposed of by the Contractor.
- J. Work shall be inspected in progress and at completion by trained inspectors.

YEAR 2

- A. Engineering inspection and preventative maintenance
- B. Any needed repairs and/or touch-up
- C. Provide emergency repair service
- D. Ensure tank complies with all federal and state regulations
- E. Maintain as per contracted maintenance program (include details with response)

YEAR 3

- A. Washout, chemically clean, disinfect and inspect tank.
- B. Bio-film removal.
- C. Any needed repairs and/or touch-up
- D. Provide emergency repair service
- E. Ensure tank complies with all federal and state regulations
- F. Maintain as per contracted maintenance program (include details with response)

YEAR 4 and beyond

Response should:

- A. Detail the program for year 4 and beyond
- B. Provide method for determination of costs for years four (4) and beyond.
- C. Specify schedule for exterior painting and interior coating, to be included as a part of the annual fee.
- D. Specify what is NOT included under the maintenance program (valves, electrical,)

SCHEDULE

Centerville Tank
1,000,000 gallon composite

YEAR 1

- A. Washout, chemically clean, disinfect and inspect tank.
- B. Bio-film removal.
- C. Any needed repairs and/or touch-up
- D. Provide emergency repair service
- E. Ensure tank complies with all federal and state regulations
- F. Maintain as per contracted maintenance program (include details with response)

YEAR 2

- A. Engineering inspection and preventative maintenance
- B. Any needed repairs and/or touch-up
- C. Provide emergency repair service
- D. Ensure tank complies with all federal and state regulations
- E. Maintain as per contracted maintenance program (include details with response)

YEAR 3

- A. Washout, chemically clean, disinfect and inspect tank.
- B. Bio-film removal.
- C. Any needed repairs and/or touch-up
- D. Provide emergency repair service
- E. Ensure tank complies with all federal and state regulations
- F. Maintain as per contracted maintenance program (include details with response)

YEAR 4 and beyond

- A. Response should:
- B. Detail the program for year 4 and beyond
- C. Provide method for determination of costs for years four (4) and beyond.
- D. Specify schedule for exterior painting and interior coating, to be included as a part of the annual fee.
- E. Specify what is NOT included under the maintenance program (valves, electrical,)

SCHEDULE

Courthouse Tank
300,000 gallon elevated

YEAR 1

Exterior Renovations

- A. Exterior shall be cleaned using high pressure (3,500 psi) water cleaning with detergent to remove mildew, dirt, dust and surface contaminants.
- B. Areas where rust, loose paint or unsound surfaces exist shall be spot cleaned in accordance with SSPC#2 Hand Tool Cleaning
- C. After cleaning all bare metal shall receive one (1) coat of rust inhibitive metal primer, Themec Series 135 Chembuild.
- D. The complete exterior shall receive one (1) full intermediate coat of Themec Series 135 Chembuild
- E. The complete exterior shall receive one (1) full finish coat of Themec Series 1074 Endura-Shield, EN14 Slate grey applied by brush and roller application
- F. Work shall be inspected in progress and at completion by trained inspectors. Specify in submission training and licensing/certification of inspector.

Exterior Repairs

- A. Install a lockable ladder gate, lock and secure the tank

Interior Renovation

- A. Interior shall be pressure cleaned to remove mud, silt and foreign debris build-up.
- B. Complete interior shall be sandblast cleaned to SSPC#10 "Near White" metal. Cleaning to include ladders, pipes and steel accessories associated with the complete interior.
- C. After cleaning surfaces shall be blown down using dry compressed air to remove any dust build-up.
- D. Interior surfaces shall be lined with Themec Series 140 Epoxy.
 - a. Primer coat: one (1) complete coat of Themec Series 140 Epoxy shall be applied to achieve a dry film thickness of 5 to 6 mils.
 - b. Finish Coat: One (1) complete finish coat of Themec Series 140 Epoxy shall be applied to achieve a dry film thickness of 5 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One (1) additional coat of epoxy shall be applied by brush and roller to all weld seams and lapped metal.
- E. All man-ways shall be fitted with new gasket material.
- F. Interior shall be disinfected in accordance with AWWA standards and in compliance with Commonwealth of Virginia if used for potable water.
- G. Interior shall be sealed in a watertight condition and made ready for service.
- H. After all blasting operations are completed perform the TCLP Test on spent abrasive media and debris to confirm that the leachable content is under 5PPM.
- I. The spent blasting abrasive and paint debris/residue shall be properly disposed of by the Contractor.
- J. Work shall be inspected in progress and at completion by trained inspectors.

YEAR 2

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- A. Engineering inspection and preventative maintenance
- B. Any needed repairs and/or touch-up
- C. Provide emergency repair service
- D. Ensure tank complies with all federal and state regulations
- E. Maintain as per contracted maintenance program (include details with response)

YEAR 3

- A. Washout, chemically clean, disinfect and inspect tank.
- B. Bio-film removal.
- C. Any needed repairs and/or touch-up
- D. Provide emergency repair service
- E. Ensure tank complies with all federal and state regulations
- F. Maintain as per contracted maintenance program (include details with response)

YEAR 4 and beyond

- A. Response should:
- B. Detail the program for year 4 and beyond
- C. Provide method for determination of costs for years four (4) and beyond.
- D. Specify schedule for exterior painting and interior coating, to be included as a part of the annual fee.
- E. Specify what is NOT included under the maintenance program (valves, electrical,)



Attachment B
THE COUNTY OF GOOCHLAND, VA
CERTIFICATE OF INSURANCE

(to be completed only by the Insurer or its authorized representative)

This is to certify to the County of Goochland, 1800 Sandy Hook Road, Goochland, VA 23063-0010, that Policy(ies) of Insurance as herein described have been issued to the Insured named below and are in force at this date.

Site Location and Description of Work to which this certificate applies:

Date:

Producer:		Phone)
		Fax:
		Email)
Insurer letter	Insurer Name	
A		
B		
C		
D		

This is to certify that the policies of insurance listed below have been issued to the insured named below for the policy period indicated. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies

Insured:			Address:			
INSR LTR	Type of Insurance	Policy No	Effective	Expire	Limits	
	Commercial General Liability				Each occurrence	\$
					Fire damage (any one fire)	\$
					Med Exp (any one person)	\$
					Personal & Adv injury	\$
					General aggregate	\$
					Products (comp/op agg)	\$
	Automobile liability Any auto				Combined single limit (ea accidnet)	\$
					Property damage	\$
	Excess/Umbrella liability				Ea occur	\$
					Aggregate	\$
	Worker's Comp & Employer' liability				WC Statutory limits	
					Each Accident	\$
					Disease each employee	\$
					Disease policy limit	\$
	Professional				Each occur	\$

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	Liability				Aggregate	\$
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**THE COUNTY OF GOOCHLAND, VA
CERTIFICATE OF INSURANCE
PAGE 2**

Provisions of amendments or endorsements of listed policy(ies):

1. It is understood and agreed that this agreement shall serve as a binder that the County of Goochland is added as an Additional Insured to these policies, except Worker's Compensation, with respect to liability arising out of the operations at the above mentioned project. The Commercial General Liability policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to the Additional Insured as set above. Any insurance or self insurance maintained by the County of Goochland shall be excess of and non-contributory with this insurance.
2. The above described policies shall not be canceled, modified, or amended or coverage reduced without the issuing company providing 30 days advance written notice to the County of Goochland. If the insurance provided under the said policy(ies) is canceled or changed to reduce the coverage in a manner as to affect this Memorandum of Insurance, the Insuring Company will give thirty (30) days written notice in advance, by registered mail of such a cancellation or change to:
The County of Goochland
1800 Sandy Hook Road
Goochland, VA 23063-0010
Attention: Purchasing Department
3. The Commercial General Liability Policies identified above shall protect each insured in the same manner and to the same extent as though a separate policy has been issued to each, but nothing shall operate to increase the Limits of Liability as identified above beyond the amount or amounts for which the Company would be liable if there had been only one insured.
4. A new insurance certificate shall be issued and provided to the County for each new calendar year, for the entire duration of the project.

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s) and that the special provisions herein have been made a part of the policy(ies) shown above. This certificate is valid until the expiration date(s) shown unless notice is given in writing in accordance with item 3.

Name, address and contact information of Insurance Broker

Print name and title of Certifying Official

Signature of Certifying Official