



GOOCHLAND COUNTY
REQUEST FOR QUOTATION
Public Safety Building Stair Replacement

FROM: Goochland County Parks, Recreation & Facilities
P.O. Box , 1800 Sandy Hook Road
Goochland, VA 23063
Phone (804) 556-5855 Fax (804) 556-2763
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DATE:

Goochland County is soliciting quotes from qualified companies to provide demolition and reconstruction services to the Goochland County Public Safety Building Stair Replacement

All site work requirements are attached. Any questions should be directed to the Director of Goochland County Parks, Recreation & Facilities.

RESPOND IN WRITING BY MAIL, FAX OR E-MAIL
NO LATER THAN 5:00 PM, FRIDAY, JANUARY 29th.

PURPOSE

The County of Goochland, Virginia is seeking quotes from qualified and licensed contractors to demolish the existing staircase, rebuild to construction documents and specifications. The court stairs are located at 2938 River Road West, Goochland, VA 23063.

The Courthouse stair project includes removal and appropriate disposal of the existing stairs, construction of new stairs per specifications, all erosion control measures, general site work, and landscaping.

The engineered plans and specifications/project manual were created by Timmons Group and are titled *Goochland County Public Safety Building Stair Replacement* and have Design Professional's seals dated August 7, 2015.

BACKGROUND

The current stair case is in poor condition and not up to current ADA specifications and requirements. It is the desire of the County to upgrade this area.

SCOPE OF WORK

The work under this contract will include, but not be limited to: site demolition, general site work, erosion control measures, and installation of concrete and all other design features. Landscaping (page L4.0) is excluded as part of the scope of work.

Bids will be good for 90 days. Completion of work: June 15, 2016.

**Goochland County Courthouse Stairs Repairs
QUOTE FORM**

Total Quote shall be to provide all supervision, equipment, labor and materials necessary to complete the work per all terms, conditions and specifications herein.

QUOTE..... \$ _____ DOLLARS
(\$ _____)

Quotes shall be shown in both words and figures. In the case of a discrepancy, the amount shown in words will govern

BY SUBMISSION OF THIS QUOTE I CERTIFY THAT I HAVE VISITED THE SITE AND AM FAMILIAR WITH THE WORK AREA AND THAT MY QUOTE IS BASED ON KNOWLEDGE OF CONDITIONS AT THE SITE.

Name and Address of Firm: _____

By: _____ Date: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____
(Please Print)

Phone: (____) _____ Fax: (____) _____

Email: _____

Contractors License No. _____

FEI/FIN NO. _____

State Corporation Commission (SCC) NO. _____

ACKNOWLEDGE RECEIPT OF:

Addendum 1 _____

Addendum 2 _____

***This quote remains valid through the ninety (90) days after the opening date.**

Goochland County General Term and Conditions

- 1) The County will assume no responsibility for oral instructions, suggestion or interpretation. Any material change will be submitted to all bidders through issuance of an addendum.
- 2) Modification of or corrections to quotes are not acceptable after the closing time specified.
- 3) Identity of bidders, except in the case of construction contracts, will not be disclosed prior to bid opening.
- 4) Include only taxes applicable to the project in this bid.
- 5) All prices submitted must be FOB Destination - Freight Prepaid and Allowed.
- 6) In the case of error in the extension of prices the unit price shall govern.
- 7) Unless otherwise noted any equipment bid shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this quote.
- 8) Awards shall be based on determination of the lowest responsive and responsible bidder. No contract may be awarded to a bidder who is determined by the Purchasing Agent to be non-responsible
- 9) A Material Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The MSDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- 10) The contractor 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 Contractor:
 - i. During the performance of this contract, the General Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, 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 contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.
 - ii. During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor'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 contractor'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 contractor that the

contractor 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 contractor in accordance with this procurement transaction, where the contractor'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.
- 11) The County of Goochland does not discriminate against faith based organizations.
- 12) 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. Bidders are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.
- 13) The County will not be responsible for injury or damage incurred during performance of this service and/or contract. The Contractor shall file with the County certificates of policies of workers compensation, public liability, automobile liability (including non-ownership and hired vehicles liability) and property damage insurance satisfactory to the County in compliance with the law in form and amount sufficient properly to protect the County. All insurance required by this agreement shall be and remain in full force and effect for the entire life of the contract and the County shall be named as an additional insured under such insurance contracts (except workers comp) which shall contain a stipulation that the insurance provided shall not terminate, lapse or otherwise expire to ten (10) days written notice to that effect given by the insurance carrier to the County and that the insurance carrier will not invoke the defense of performance of a governmental function by the party of the first part in performing this contract to defeat liability or recovery under the insurance contract. The party of the first part will provide the County with a certificate of insurance carrier to the effect that the insurance has been provided as set forth in and required by this section. Workers compensation shall comply with the requirements of the laws of the Commonwealth of Virginia. The amount of insurance shall be a combined single limit coverage of \$1,000,000. No contract shall be binding upon the County until the certificate of insurance or policies called for herein have been filed with the County and all have been approved as to form and sufficiency by the County Attorney.
- 14) The bidder shall include with bid a proposed schedule for completion or work to be performed.
- 15) The successful bidder is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of resulting contract or its right, title or interest therein or its power to execute such contract to any other persons, company or corporation without the previous consent and approval in writing by the County.
- 16) Each bidder shall be responsible for examining the documents and the project site prior to bidding. Contractors will not be allowed extra compensation for conditions which can be determined by examining the documents and/or the site.
- 17) If the Bidder, in connection with any subsequent contract, will ask the County to execute any of its (the Bidder's) forms or agreements, such forms shall be submitted with the quote.
- 18) In case of failure to deliver goods or 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

bidder/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.

- 19) 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 federal, state or local court(s) having jurisdiction within the County of Goochland, Virginia. The contractor shall comply with applicable federal, state and local laws and regulations
- 20) The County reserves the right to reject any and all proposals and waive all informalities. All contracts are awarded by the County Administrator, or designee. In the event the County rejects all proposals, the County may re-advertise or make the purchase on the open market.
- 21) Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Contract. The County may void the Contract if Contractor fails to remain in compliance with provisions of this section.
- 22) A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- 23) If the bid determined to be the lowest responsive and responsible bid exceeds available funds, the County may, at its discretion, negotiate with that bidder to obtain a contract price within available funds. The process for negotiating with an apparent low bidder, should the lowest bid exceed available funds, shall be, as follows: the County and/or its designated representative, and the Apparent Low Bidder, together, will review the Project and attempt to find mutually agreeable proposed changes that will effectively reduce the cost of the Project. The apparent low bidder will present documented and substantiated proposed deductions in the Project cost, for each potential project change, which will allow the County to re-evaluate each proposed deduction. The parties will endeavor to negotiate a reasonable price for the entire Project which does not exceed available funds. In the event that such negotiations fail, the County may terminate negotiations with the apparent low bidder and repeat the foregoing process with the next lowest responsive and responsible bidder, until a successful contract can be negotiated within available funds or until negotiations appear useless, at which time all negotiations will be terminated
- 24) The Contractor shall indemnify and hold harmless the County 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 Contractor. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of the Contractor, the Contractor 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.

- 25) 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 interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination specifying the extent to which performance of the work under the Contract is terminated.
- 25) The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:
- i. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
 - ii. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to provide (i) its social security number if it is an individual contractor or (ii) its Federal identification number if it is a proprietorship, partnership or corporation in accordance with Section 2.2-4354 of the Code of Virginia (1950), as amended.

The Contractor is obligated to pay interest to the subcontractor 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 under the Contract, except for amounts withheld as allowed in subsection (b) above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

- 26) If a procurement of \$1,000 or more involves construction, removal, repair or improvement of any building or structure permanently annexed to real property or any other improvement to such real property, the contractor must possess one of the following licenses issued by the State Board for Contractors for the type of work involved (*Code of Virginia*, §§ 54.1-1103 and 54.1-1115):

Contractor License A - If the contract is \$120,000 or more or if the contractor does \$750,000 or more business within a 12-month period.

Contractor License B - \$10,000 or more, but less than \$120,000 or if the contractor does \$150,000 or more, but less than \$750,000 in business within a 12-month period.

Contractor License C – Over \$1,000, but less than \$10,000 or if the contractor does less than \$150,000 in business in a 12-month period. Note: The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating,

ventilation and air conditioning contractors.

An unlicensed vendor submitting a bid or proposal where such license is required is nonresponsive and is in violation of state law. Any buyer who knowingly receives or considers a response from an unlicensed vendor when a license is required is in violation of state law (*Code of Virginia*, § 54.1-1115). Contractors must be licensed in the proper classification and specialty to perform the work required by the solicitation. If there is any question as to whether a licensed contractor is required for a specific procurement, call the State Board for Contractors at 804-367-8511 for policy interpretation.