

CONTRACT DOCUMENTS

**“PROPOSED REMOVAL AND REPLACEMENT OF WATER
METERS IN THE TOWN OF CHATHAM”**

RFP 2022001



Contact:

**Kelly Hawker, Town Clerk/Treasurer
(434) 432-9515**

Email: KHawker@Chatham-VA.gov

Nicholas Morris, Assistant Town Manager

Email: NMorris@Chatham-VA.gov

PROPOSAL NUMBER – RFP 20-22-001

REQUEST FOR PROPOSAL

Proposal Title: PROPOSED REMOVAL AND REPLACEMENT OF WATER METERS, METER SENDING UNITS, AND METER BOX LIDS TOWN OF CHATHAM VA

1. INTRODUCTION

- a. **INTENT:** It is the intent for this Request for Proposal (RFP) for sealed proposals for the chosen contractor to remove and replace all water meters, remove all radio transmitters and replace with cellular sending units, and replace metal meter box lids with NDS meter box lids in the Town of Chatham, Virginia (hereinafter the “Town”). The desired completion date is 20 May 2022, unless negotiated differently with the Town.

- b. **DEADLINE:** Sealed proposals for “PROPOSED REMOVAL AND REPLACEMENT OF WATER METERS, METER SENDING UNITS, AND METER BOX LIDS TOWN OF CHATHAM VA” will be received by the Town Clerk/Treasurer Office, 16 Court Place Chatham, Virginia 24531 until **2:00 p.m., April 1, 2022. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED.** The offeror has the sole responsibility to have the proposal received by the Town of Chatham Treasurer/Clerk at the above address and by the above stated time and date.

- c. **PROPOSAL REQUIREMENTS:**
 - i. Submit four (4) hard copies of the proposal and one (1) electronic copy. Proposals must be in 12 font and must be no longer than a total of fifteen (15) pages. The Town will not assume responsibility for reproduction where an insufficient number of copies have been supplied but will notify Contractor and request that the appropriate number be submitted within 24 hours. Failure to comply with this or other requirements of this RFP shall be grounds for the Town to reject such proposals.
 - ii. **All proposals must be in a sealed envelope or box and clearly marked in the lower left corner: “Sealed Proposal – RFP #2022001 – Removal and Replacement of water meters.”**
 - iii. Trade secrets or proprietary information submitted by a Contractor under this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act, however the Contractor must invoice the protection of this section prior to or upon submission of the data or materials and must identify the data or other materials to be protected and state the reason why the protection is necessary. (Section 2.2-4342(F) of the Code of Virginia). Contractors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted

material and clearly identify the information as proprietary and/or copyrighted information. References may be made within the body of the proposal to proprietary information, however, all information contained within the body of the proposal, not the separate section labeled proprietary, shall be considered Public Information.

- iv.** The Town reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any requests for proposals and to award contracts to multiple Contractors. Any contract resulting from the RFP shall not be exclusive to the successful Contractor. The Town reserves the right to contract with similar contractors not party to the resultant contract under this RFP if it determines it is in their best interest.
- v.** By submitting a proposal, the Contractor agrees that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Town.
- vi.** By submitting a proposal, the Contractor certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Contractors, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- vii.** Nothing herein is intended to exclude any responsible Contractor or in any way restrain or restrict competition. All responsible Contractors are encouraged to submit proposals.
- viii.** The Town will not be responsible for any expense incurred by any Contractor in preparing or submitted a proposal. All proposals submitted will become the property of the Town.
- ix.** By submitting a proposal, the Contractor is certifying that it is not currently barred from offering on contracts by any agency of The Commonwealth of Virginia or the Town, or in a procurement involving federal funds, by the Federal Government, nor is it a part of any firm/corporation that is currently barred from such procurement opportunities.
- x.** The Contractor shall be authorized to transact business in the Commonwealth of Virginia and shall provide its business license number in its proposal. The Contractor shall, at its own expense, secure any business or professional licenses, permits or pay any fees required by the Town of Chatham and Commonwealth of Virginia to include securing a

Town of Chatham business license. For further information, contact the Town of Chatham at (434) 432-9515.

- xi. The successful offeror and all subcontractors working on this project are required to hold a valid Town business license when they begin work. This license shall be obtained from the Town of Chatham at 16 Court Place, P.O. Box 370, Chatham, VA, 24531
- xii. The Contractor must readily and independently provide evidence that it possesses the experience, equipment and financial resources necessary for a timely and professional completion of this project.

d. PROPOSAL SUBMISSION: BY MAIL, GROUND DELIVERY or HAND DELIVER AND ELECTRONIC TO:

Town Clerk/Treasurer Office	Assistant Town Manager
c/o Kelly Hawker	c/o Nicholas Morris
16 Court Place	16 Court Place
P. O. Box 370	P.O. Box 370
Chatham, Virginia 24531	Chatham, Virginia 24531
khawker@chatham-va.gov	NAMorris@chatham-va.gov

All requests for clarification of or questions regarding this RFP or for additional information must be made in writing, by email, to Kelly Hawker at khawker@chatham-va.gov or Nicholas Morris at nmorris@chatham-va.gov and received by 1:00 p.m., March 29, 2022. An addenda will be issued and posted on www.chatham-va.gov by March 30, 2022, 12:00pm with all responses. Addenda will also be sent to all offering parties with positive response of receiving. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Proposals will only be accepted from Contractors who are actively engaged in the types of services called for in the offer. No proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to the Town of Chatham upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Town or had failed to perform faithfully any previous contract with the Town. Where an installation or assembly is to be performed by a subcontractor, the offeror must name the subcontractor, and the Town reserves the right to determine whether the named subcontractor is fit and capable to perform the required work.

The liquidated damages for delay beyond the allotted time for completion of this project shall be \$1500.00 per day for each consecutive calendar day, including weekends and holidays, that the work remains incomplete.

2. SCOPE OF WORK (See also Attachment “A”)

a. Requirements for this RFP:

- i. Remove designated meters and replace with new meter provided by the Town
- ii. Remove designated radio transmitters with new cellular transmitters (provided by the Town)
- iii. Remove metal meter box lids and replace with approved NDS box lids (size specified in Annex A). Town to furnish NDS box lids
- iv. Cut/drill appropriate holes in meter box lids to allow for the correct positioning of cellular transmitters
- v. Replace unusable metal meter boxes with approved NDS boxes (approval required from Town Manager office)
- vi. Excavation as required
- vii. Pricing to repair broken pipes as needed and requested by the Town
- viii. Administrative costs – all old meters and new meters will need to be listed together (ex: #1111 replaced with #2222, address 1234 South St.) and the report given to the Town Manager, Chatham VA prior to payment. Old meters and sending units will be returned to the Town of Chatham

b. RFP proposal total price shall include all costs and fees necessary to furnish all labor, equipment, tools, materials (unless otherwise specified in RFP documents) and services to perform all operations necessary to execute and complete the work required for the project, in strict accordance with the scope of work for this project, together with any addenda, issued during offering period. Total price for this RFP shall be \$ _____, as further described herein.

c. Contractors will indicate a unit price for each item set out in the RFP Item List set forth in Attachment “B” (RFP Item List). The listed items are to contain all necessary costs required for completion of the referenced project. Any changes, modifications, deletions in the offer form, or alternate proposals not specified in the offer proposal, shall make the proposal irregular and subject to rejection.

d. It is understood that all quantities listed below are estimated quantities and the Town reserves the right to raise, lower, or eliminate any quantity or item and in any case the unit prices shall be used in determining partial and final payment.

e. Contractor represents that it is properly equipped to execute all work of the character and extent of the agreement as so covered by this RFP response and will enter into an agreement for the execution and completion of the work in accordance with the drawings and specifications and this RFP. Contractor further agrees that if awarded the contract, it will maintain a work force large enough to execute the work and all obligations within 45 consecutive calendar days, after the effective date of the “Notice to Proceed”. All work shall be completed on or before 20 May 2022.

This is a "Fixed Completion Date" contract with the "Fixed Completion Date" being 45 days after effective dated of the "Notice to Proceed".

3. PROPOSAL EVALUATION AND AWARD

- a.** The Town will review and evaluate each proposal and selection will be made based on the criteria listed below:
 - i. Ability to Meet Scope of Service Requirements (30 Points)
 - ii. Credentials, qualifications, and related experience of the Contractor (30 Points)
 - iii. Cost of Service (20 Points)
 - iv. Schedule (10 Points)
- b. Method of Award:** Following an evaluation of the written proposals
- c. Award procedures:** After notice from the Town, the successful offeror will be provided with a contract from the Town which will contain all necessary Federal, State, and local terms and conditions and any other terms and conditions deemed necessary by the Town (the "Contract"). Contractor has ten (10) days to execute such Contract. To the extent a Contractor has any questions or comments regarding the Contract, such questions or comments must be received by the Town within forty-eight (48) hours of Contractor's receipt of the Contract. The Town will review such questions or comments but will not be accepting any modifications to the language of such Contract.

4. GENERAL TERMS AND CONDITIONS

- a. Withdrawal of Offer Due to Error**
 - i. An offeror for a Town construction contract, other than a contract for construction or maintenance of public highways, may withdraw his offer from consideration, if the price offer was substantially lower than the other proposals due solely to a mistake therein, provided the offer was submitted in good faith and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the offer, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the offer sought to be withdrawn.

- ii. The offeror shall give notice in writing of his claim of the right to withdraw his offer within two (2) business days after the conclusion of the offer opening procedure.

b. Guaranty

- i. The Contractor shall guarantee that all the materials used, and all the work done under the contract shall fully comply with the requirements of the plans and specifications and the instructions of the Town.
- ii. Any defects in the completed work or failure of the construction to fully perform or endure the service for which it is intended, which in the opinion of the Town are caused by or due to the use of materials, skill, or workmanship not in compliance with the said plans, specifications, and instructions, that may appear in the work within a period of twelve (12) months after acceptance by the Town shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the aid specifications, plans, and instructions.
- iii. The Contractor in this event, shall at his own expense, at such time and in such manner as the Town may direct, repair, or take up and reconstruct any such defective work, in full compliance with the original specifications, plans, and instructions. The repairs required to be made by the Contractor shall extend only to making good any inherent defects which become manifested in the materials and workmanship under ordinary conditions and shall not be held to cover any breakage or damage caused by improper use or by accident from circumstances over which the Contractor has no control.
- iv. All direct, indirect, and consequential costs of the Town in exercising such rights and remedies will be charged against the Contractor and will be deducted from any monies due the Contractor.
- v. The Contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the Town of the Town's rights and remedies hereunder.

c. Indemnification

- i. The Contractor shall indemnify the Town, its agents, officers, and employees against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the Town, and shall defend and indemnify the Town, its agents, officers, and employees from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out to the operations in connection with the

work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at Contractor's own costs and expense, any additional kinds and amounts of insurance that, in Contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

- ii. The Contractor shall, at his own expense, appear, defend, and pay all charge of attorneys and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Town, and/or its officers, agents, and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Town, its agents, officers, and employees as herein provided.
- iii. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the Town.
- iv. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, building, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
- v. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected or on account of the weather, or similar causes.
- vi. The Contractor, however, will not be obligated to indemnify the Town, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the Town or its officers, agents, and employees.

d. Insurance

- i. The Contractor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been

approved by the Town; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the Town shall not relieve or decrease the liability of the Contractor hereunder.

1. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
2. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the Pittsylvania Town and its officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:
 - Comprehensive
 - Premises-Operation Comprehensive
 - Premises--Operation
 - Products/Completed
 - Operations Hazard
 - Contractual Insurance
 - Underground Hazard
 - Explosion & Collapse Hazard
 - Independent Contractor and Subcontractor
 - Broad Form Property Damage
 - Personal Injury
3. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:
 - Owned Vehicles
 - Non-owned Vehicles
 - Hired Vehicles
4. Umbrella Policy: At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the

additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverages herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

5. The Contractor, at his cost, shall effect and maintain in the names of the Town, the Town and the Contractor, fire, vandalism and extended coverage insurance (or all -risk, builder's risk insurance if approved by the Town), upon the entire structure or structures on which the work of this Contract is to be done and upon all material in or adjacent thereto and intended for use thereon to one hundred percent (100%) of the Contract amount. Such insurance may include a deductible provision if the Town consents to such provision; however, the Contractor in such case will be liable for paying to the Town the amount of such deduction whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the Town as Trustee for whom it may concern. Written evidence of the insurance required herein shall be filed with the Town not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Purchasing Manager.
6. All policies shall name the Town, its officers, agents, and employees & Schwartz & Associates Inc., its officers, agents & employees as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto) which will be provided to the Town (See Appendix C – Example of Certificate of Liability Insurance). Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Purchasing Manager.
7. The insurance required by this Article shall include contractual liability insurance applicable to the Contractor's obligations under §1.5. h. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his contract "Subcontractor's Insurance" of the type and in the same amounts as specified in the preceding schedule or (2) insure the activities of his subcontractors in his own policy.
8. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his contract "Subcontractor's Insurance" of the type and in the same amounts as specified in the preceding schedule or (2) insure the activities of his subcontractors in his own policy.

e. Matters of Law

- i. Authority

1. The Town Manager or his designee has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to offer, purchase order, or other award issued by the Town. In the discharge of these responsibilities, the Purchasing Manager may be assisted by assigned buyers. No other Town officer or employee is authorized to order supplies or services, enter into purchase negotiation, or in any way obligate the government of the Town for an indebtedness. Any purchases contrary to these provisions and authorities shall be void and the Town shall not be bound thereby.
2. Any purchase order/contract from this process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful offerders providing goods to the Town herewith assure the Town that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act regarding employment discrimination and required contract provisions for any contracts over \$10,000.

f. Enforcement

This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all the terms and conditions hereof, then exclusive venue therefore shall lie in Pittsylvania County, Virginia.

g. Equal Employment

During the performance of the contract, the Contractor agrees as follows:

- i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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 for this nondiscrimination clause.
- ii. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

- iii. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
- iv. 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.
- v. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- vi. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

h. Novation

The Contractor shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Agreement without the written consent of the Town; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the Town. Assignment or Novation of the Agreement shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Agreement is subject to a prior lien for labor performed, services rendered and materials, tools, and equipment supplied for the performance of the work under the Agreement in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

i. Observance of Laws

The Contractor at all times shall observe and comply with all Federal, State, and local laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract. In addition to any other applicable laws, the Contractor shall at all times comply with the following Code of Federal Regulations (CFR) regulations:

- (a) CFR Sections:
 - §200.318 General Procurement Standards
 - §200.319 Competition
 - §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
 - §200.322 Domestic Preferences for procurements
 - §200.323 Procurement of recovered materials
 - §200.324 Contract Cost and Price
 - §200.325 Federal awarding agency or pass-through entity review
 - §200.326 Bonding Requirements

§200.327 Contract Provisions
(b) Appendix II to Part 200 of CFR (See attached Appendix “C”)

j. Drug Free Workplace

During the performance of this contract, the contractor agrees to: Provide a drug-free workplace for the contractor’s employees 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. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. “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.

k. Subcontracts

No proposed subcontractor shall be disapproved by the Town except for cause. The Contractor shall be as fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the 13 improvements embraced in this Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Town.

l. Specifications and Product Descriptions

Any item required to be purchased pursuant to this RFP (i.e.; Lids, boxes, piping, etc.) shall work or fit as originally designed, if a substitute is required, the Town manager must approve in writing.

m. Job Site Safety Measures

- i. Construction site safety is the responsibility of the Contractor.

- ii. The Contractor shall comply with all local, state and federal laws and the Occupational Safety and Health Act in protecting the public, the worksite, and adjacent property from damage. The Contractor shall provide all sheeting, shoring, barricades, warning lights, signs, and fences required for this protection.
- iii. The Contractor shall provide ample sanitary facilities and drinking water for the workers in accordance with State and Town health regulations.

n. Excavation

- i. No more than two hundred (200) feet of ditch may be opened at any one time without prior approval from the Town or his representative.
- ii. Unless otherwise permitted by the Town, all ditches shall be backfilled at the end of each workday with the exception of the pipe laying area.
- iii. Ditches left open overnight shall be kept to a minimum, however, any ditches left shall be properly flared or barricaded.
- iv. All ditches shall be backfilled and protected for each weekend unless prior approval for leaving a ditch open is obtained from the Town or his representative.

o. Liquidated Damages

- i. The Town is authorized to deduct and retain out of any monies that may be due or become due to the Contractor under this agreement, the sum of (to be specified in the Offer Invitation) dollars per day, not as a penalty but as liquidated damages for each and every day that the work is not completed beyond the time stipulated in specifications; provided that due account shall be taken of any authorized adjustment of the completion schedule.
- ii. Should the Contractor fail to complete the Work on or before the date stipulated for Completion (or such later date as may result from extension of time granted by the Town), the Contractor shall pay the Town, as liquidated damages, the sum of (to be specified in the RFP Invitation) for each consecutive day that terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Town will sustain by failure of the Contractor to substantially complete the Work within the time as stipulated. Contractor acknowledges that actual damage to Town for late completion would be difficult to estimate accurately and that the liquidated damages specified herein represent a reasonable good faith approximation of the Town's anticipated damages. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.
- iii. The Town shall retain from final payment (or any remaining retained percentage otherwise to be paid the Contractor) amounts necessary to compensate the Town for liquidated damages for which the Contractor is liable. If the final payment and remaining retained percentage are not

sufficient to cover the liquidated damages, the Contractor shall pay the Town the damages remaining.

p. Property Maintenance and Coordination

- i. The Contractor shall notify property owner(s) forty-eight (48) hours prior to working within easements located upon private property in order to coordinate a means of ingress and egress to the work area and determine a storage area for materials.
- ii. The Contractor shall maintain a safe and passable pedestrian and vehicular entrance to all private or public property. The Contractor shall notify the property owner(s) twelve (12) hours in advance of the blocking of an entrance. The entrance shall not be blocked for more than twelve (12) hours 17 at any time, without approval of the Town. Sidewalks shall remain clear and open at all times during the work, unless approved otherwise by the property owner or Town.
- iii. Existing lawn, trees, shrubs, fences, utilities, culverts, walls, walks, driveways, poles, signs, right-of-way monuments, mailboxes and the like shall be protected from damage during the work under this contract. Any damage caused to such items shall be repaired or replaced by the Contractor at the Contractor's expense.
- iv. Tree and plant roots or branches that may interfere with the work shall be trimmed or cut only with the approval of the property owner. Any trees or plants which are shown to remain and do not interfere with the work but are accidentally damaged by the work shall be repaired or replaced by the Contractor at the Contractor's expense.

q. Progress of Work

- i. Conferences
Prior to the issuance of a "Notice to Proceed", the Town and Contractor, or their duly appointed representatives, shall meet in a pre-construction conference to organize, schedule, and determine responsibilities for the work as it pertains to this project.
- ii. Progress Charts
 1. The Contractor shall within five (5) days or within such time as determined by the Town, after date of commencement of work, prepare and submit to the Town for approval a practicable schedule showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans, and equipment) and the contemplated dates for completing the same.
 2. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for

completion at any time. The Contractor shall enter on the chart the actual progress at such intervals as directed by the Town, and shall immediately deliver to the Town three copies thereof. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Town may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedule.

iii. Control of Work

1. The Town will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Town will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
2. The Town will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
3. On all questions relating to quantities, the acceptability of materials and equipment, or work, and the interpretation of the Contract Documents, the decision of the Town is final and binding, and shall be precedent to any payment under the contract.
4. All work and material are subject to the inspection and approval of the Town. Unless otherwise authorized, work shall be done only in the presence of the Town or his authorized representatives. Any work done without proper inspection will be subject to rejection. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract.

iv. Responsibilities of Contractor

1. Contractor will prevent or minimize any damages to property, sidewalks, streets All damaged areas shall be repaired by the Contractor at his cost, in a manner approved by the Town and all soiled areas shall be immediately cleaned in a manner approved by the Town.
2. Trees, shrubbery, fences, poles, and all other property shall be protected unless their removal is shown on the drawings or authorized in writing by the Town. When it is necessary to cut roots and tree branches, such cutting shall be done under the supervision and direction of the Town.

v. Working Hours

Work at the job shall only be performed during the hours of 8:00 a.m. to 5:00 p.m. unless otherwise approved by the Town Manager.

vi. Use of Explosives

Blasting or other use of explosives shall not be allowed.

r. Payments to Contractor

- i. Except as hereinafter provided, the County will pay by the end of the month all bills submitted by the tenth day of that month; otherwise, by the end of the following month. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- ii. The Contractor shall submit, with his monthly progress payment request, bills or invoices from each material or equipment supplier indicating actual payment.
- iii. The Contractor shall submit evidence that he has paid for materials or equipment stored and for which the Engineer has authorized partial payment and previous progress payments, prior to submission of the next monthly payment request

s. Contractors Payments to Subcontractors

- i. Within seven (7) days after the receipt of amounts paid to the Contractor by the Town for work performed by any subcontractor under this agreement, the Contractor shall either:
 - 1. pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this agreement; or
 - 2. notify the County and subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the Town for work performed by the subcontractor's payment with the reason for nonpayment.
- ii. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the Town for work performed by the subcontractor under this agreement, except for amounts withheld as allowed in subsection a (2) above.
- iii. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month.
- iv. 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.
- v. The Contractor's obligation to pay and interest charged to a subcontractor pursuant to this section may not be construed to be an obligation of the Town. No contract modification may be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

t. Termination

- i. If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen and

equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the County shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default.

- ii. If the Contractor, within a period of seven days after such notice, shall not proceed in accordance therewith, then the County Manager shall, have full power and authority to declare the forfeiture of the contract, and to forfeit the rights of the Contractor. The County Manager at his option may call upon the surety to complete the work in accordance with the terms of this contract or may have the County take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the County and may complete the work by or on its own employees, or may enter into a new contract for the completion of the work. All costs and charges incurred by the County, together with the cost 24 of completing the work, shall be deducted from any monies due or which may become due on the contract.

u. Work Changes

The Town, without invalidating any construction contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$10,000, whichever is greater. All such changes in the work shall be authorized by change order and shall be executed under the applicable conditions of the contract documents.

SIGNATURE PAGE

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Contractor in any and all negotiations and/or contractual matters relating to this Request for Proposal. Sign in ink and type or print requested information.

Full Legal Name of Contractor: _____

FED ID or SOC. SEC. No.: _____

Address: _____

Phone Number: _____

Email Address: _____

Signed:

BY: _____

TITLE: _____

DATE: _____

Current Contractor's Virginia Contractor's Virginia Registration No. : _____

SCC No.: _____

ATTACHMENT "A"
Scope of Work (Additional Terms)

A. LOCATION OF WORK:

The work entails replacing meters, meter sending units, and meter boxes for the addresses as listed in Appendix A.

B. DESCRIPTION OF WORK:

These Specifications, Special Provisions, and Drawings shall cover the furnishing of all materials, labor, tools, equipment, and incidentals necessary to complete the work as shown on the plans and described in these Specifications and Special Provisions including any changes deemed necessary by the Town. Payment will only be made for those pay items in pay units given on the offer proposal form.

This work shall be completed in strict accordance with applicable VA Department of Health, Pittsylvania County, and Town of Chatham ordinances governing safe drinking water

C. HOURS OF WORK:

The Contractor will work 8:00 A.M. to 5:00 P.M. unless previously coordinated with the business or homeowner.

D. FIELD OFFICE:

No field office shall be required for this project; however, the Contractor shall have a telephone on the project (either in a trailer or in a vehicle) at all times during normal working hours for the Town. The phone number will be provided to the Town Manager to facilitate timely communication between the Town Manager and Contractor.

E. SEQUENCE OF WORK, TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

The Contractor shall schedule his work to comply with the sequence of operations shown on Appendix A. The Contractor agrees to commence work and complete the project in accordance with the time period set forth in the written "Notice to Proceed". The project shall be completed on or before March 25, 2022. The Contractor shall complete the work within 45 consecutive calendar days, once work has started. This is a "Fixed Completion Date" Contract with the "Fixed Completion Date" being 45

consecutive calendar days after the effective date of the “Notice to Proceed”. The effective date of the “Notice to Proceed” will be April 4, 2022

The liquidated damages for delay beyond the allotted time for completion of this project shall be One thousand, Five Hundred and no/100 Dollars (\$1,500) for each consecutive calendar day, including weekends and holidays, that the work remains incomplete. The contractor shall be required to pay a Liquidated Damage in the sum of \$1,500.00 per day for each consecutive calendar day that he goes over this time limit.

F. STANDARDS OF INSTALLATION:

Meter replacement, AMI and cellular endpoint replacement/installation, and meter box installation will be in accordance with manufacturer cutsheet provided in Appendix B.

Commented [MS1]: Nick – be sure to add this in

Contractor will receive an electronic Excel spreadsheet listing each meter, meter size, meter number, and address from the Owner. The Contractor is required to input new meter and cellular sending unit information alongside old meter information and return to Owner in either Excel or CSV format (both electronic)

Example:

Address	Old Meter Size	Old Meter #	Old Transmitter #	New Meter #	New Transmitter #	Replaced Meter Box Y/N	Replaced only Meter Box Lid Y/N
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G. REPLACEMENT SCHEDULE:

The contractor shall submit for review, a detailed replacement schedule prior to beginning the project. The Owner will provide a list of addresses, meter size, old meter number, and start point to the contractor. The Owner shall be notified in advance of any major changes in the Replacement Schedule as the project progresses.

**ATTACHMENT “B”
RFP ITEM LIST**

**“PROPOSED REMOVAL AND REPLACEMENT OF WATER METERS, METER
SENDING UNITS, AND METER BOXES TOWN OF CHATHAM VA”
CHATHAM, VIRGINIA**

NO MAJOR ITEMS & NO PRICE ADJUSTMENTS

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT
1	EXCAVATION	HOURLY	\$ _____	\$ _____
2	NDS METER BOXES REPLACEMENT (LABOR)	UNKNOWN	\$ _____	\$ _____
3	5/8 IN METER REPLACEMENT (LABOR)	UNKNOWN	\$ _____	\$ _____
4	3/4 IN METER REPLACEMENT (LABOR)	1,100	\$ _____	\$ _____
5	1 IN METER REPLACEMENT (LABOR)	UNKNOWN	\$ _____	\$ _____
6	1.5 IN METER REPLACEMENT (LABOR)	UNKNOWN	\$ _____	\$ _____
7	2 IN METER REPLACEMENT (LABOR)	4	\$ _____	\$ _____
8	3 IN METER REPLACEMENT (LABOR)	3	\$ _____	\$ _____
9	4 IN METER REPLACEMENT (LABOR)	4	\$ _____	\$ _____
10	6 IN METER REPLACEMENT (LABOR)	4	\$ _____	\$ _____
11	ANGLE VALVES REPLACEMENT (LABOR)	UNKNOWN	\$ _____	\$ _____
12	RETROFIT AMR REGISTRAR & ENDPOINT W/AMI CELLULAR		\$ _____	\$ _____
13	RETROFIT AMR ONLY W/AMI CELLULAR ENDPOINT		\$ _____	\$ _____
14	CUTTING HOLES IN METER BOX FOR CELLULAR ENDPOINT		\$ _____	\$ _____
15	LABOR OUTSIDE SCOPE OF WORK (HOURLY RATE)		\$ _____	\$ _____
	TOTAL BASE OFFER			\$ _____

APPENDIX A
List of Addresses

APPENDIX B
Manufacturer Cutsheet

SEE "METER CUT SHEET" PDF FILE

APPENDIX C
Required Federal Contract Terms

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or offer for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.