REQUEST FOR PROPOSALS

CITY POINT RD & HHS
STREAM RESTORATION
DESIGN SERVICES

DEPARTMENT OF PUBLIC WORKS
CITY OF HOPEWELL

INVITATION:  #14-19  DATE:  December 21, 2018

Sealed Proposals, subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not later than 11:00 a.m. THURSDAY, JANUARY 17, 2019.

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, four (4) copies, and a portable document format (pdf) version of the proposal shall be submitted to the City of Hopewell, Virginia.

2. Regardless of delivery method of proposal, the outside of each envelope must clearly indicate the following: (If Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate):

   Office of the City Clerk  
   Second Floor  
   Municipal Building  
   300 North Main Street  
   Hopewell, Virginia 23860  
   Closing Date of Proposal: January 17, 2019  
   City Point Rd & HHS Stream Restoration Design Services  
   RFP #14-19

3. Proposals by telephone, telegraph, or facsimile will not be accepted.

4. ANY PROPOSAL RECEIVED AFTER 11:00 A.M. ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.
Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be competitive negotiation as outlined in Chapter 2A of the Code of the City of Hopewell, Virginia, and Section 2.2-4301 (Virginia Public Procurement Act) of the Code of Virginia.

All Proposals submitted must be signed by an individual authorized to bind the Offeror. Proposals submitted without such signature will be deemed non-responsive, and will not be considered. The City of Hopewell reserves the right to cancel the RFQ/RFP, to award in part or in whole or reject any and all proposals deemed to be in the City’s best interest. The City may modify any requirements in the RFQ/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFQ/RFP. The City may modify the project’s scope of services and required tasks during negotiation process with the successful Offeror. The City shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or greater than the scope of services contemplated in this proposal.

All documentation submitted with the proposal shall be included in a single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror’s capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Any information thought to be relevant, but not specifically applicable to the enumerated scope of Work, may be provided as an appendix to the proposal. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP.

The right is reserved to extend any resulting contract, for terms to be mutually negotiated and agreed upon.

All proposals are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

The City reserves the right to reject any or all proposals, to waive all informalities, and to reject any or all items of any proposal.

The City reserves the right to be sole judge and to make the award in accordance with its own judgment as to what will best meet its requirements and be in the best interest of the City.

AVAILABILITY OF FUNDS: It is understood and agreed between the Offeror and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.
Proposal and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 11, 2017, as amended; a copy of which is available on the City’s website ([www.hopewellva.gov](http://www.hopewellva.gov)) under the tab GOVERNMENT, section LAWS/ORDINANCES. Click the link at the bottom of the page and click Chapter 2A-Procurement to view the Procurement Ordinance.

April Cone  
Purchasing Officer
Please return the Proposals to the Office of the City Clerk, Second Floor, Municipal Building, 300 N. Main Street, Hopewell, Virginia 23860. Regardless of delivery method of Proposal, the outside of each envelope must clearly indicate the following: (if Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate):

Office of the City Clerk  
Second Floor  
Municipal Building  
300 North Main Street  
Hopewell, Virginia 23860  
Closing Date of Proposal: January 17, 2019  
City Point Rd & HHS Stream Restoration Design Services  
RFP #14-19

Note of Clarification:
All References to BID contained within this Invitation should be referred to as PROPOSAL. NO QUOTED PRICES FOR SERVICES ARE TO BE INCLUDED.

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<th>NAME OF ORGANIZATION</th>
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<td>STREET ADDRESS</td>
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<td>VA CORPORATION COMMISSION ID#</td>
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INCLUDE THIS PAGE WITH YOUR PROPOSAL
VIRGINIA STATE CORPORATION COMMISSION FORM:

The Offeror shall submit the State Corporation Commission Form (located on page 6) with their proposal. If this SCC form is not included, the proposal will be rejected.
State Corporation Commission Form

**Virginia State Corporation Commission ("SCC") registration information:**

The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

__________________________-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**NOTE** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

☐

Signature: _______________________________ Date: ____________________

Name: _______________________________

Print

Title: _______________________________

Name of Firm: __________________________
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1.0 INTRODUCTION

The purpose of this Request for Proposal (RFP) by the City of Hopewell, Virginia (City) is to solicit sealed proposals for the purposes of entering into a contract through competitive negotiations for the professional services of a Consulting Engineering firm (Offeror), authorized to do business in the Commonwealth of Virginia, with experience in the design and construction of stream restoration projects. Specifically, the selected offeror will provide professional engineering services for the design of two (2) stream restoration projects: 1) City Point Road Outfall Stream Restoration, and 2) Hopewell High School Stream Restoration as shown on the provided maps and described as follows:

1. The City Point Road (CP) Outfall Stream Restoration is approximately 600 linear feet of a first order intermittent stream. The combined total contributing urban/suburban watershed of the two channels is approximately 10 acres.

2. The Hopewell High School (HHS) Stream Restoration is approximately 1,200 linear feet of a first order perennial stream with a contributing drainage area of approximately 33 acres of the high school campus and adjacent lands.

Both channels are considered unstable and actively eroding with significant active head cutting. This RFP is to perform the engineering and design of the stream restoration in both locations, assist in the bid process for securing a construction contract, and provide construction administration.

Funding for the design of these stream restoration projects is available from the City’s Stormwater Program Project budget. The goal of these projects is to implement long term channel stabilization so as to achieve pollutant reduction credits towards meeting the City’s obligations under the Chesapeake Bay Total Maximum Daily Load (TMDL).

2.0 BACKGROUND

The City of Hopewell is located at the confluence of the James and Appomattox Rivers approximately 24 miles southeast of Richmond, Virginia. The City is 10.8 square miles in size with a population of approximately 22,000. The City is a Virginia Stormwater Management Program (VSMP) Authority and is covered by a General Virginia Pollutant Discharge Elimination System (VPDES) Permit for Discharges of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4). The City has identified these projects to help meet the pollutant reduction obligations outlined in the MS4 Permit’s Chesapeake Bay TMDL Special Conditions.

Collectively, these stream restoration projects represent the second large-scale water quality project implemented by the City to address Chesapeake Bay TMDL requirements.
3.0 **SCOPE OF WORK**

The selected offeror shall perform professional engineering services as hereinafter stated which include normal professional environmental engineering services, normal surveying services incidental thereto and normal design services necessary to produce the stream restoration design required for these projects. The stream restoration design will be developed in accordance with the Chesapeake Bay Program's *Recommendations of the Expert Panel to Define Removal Rates for Individual Stream Restoration Projects* ([https://www.chesapeakebay.net/documents/Stream_Panel_Report_Final_08282014_Appendices_A_G.pdf](https://www.chesapeakebay.net/documents/Stream_Panel_Report_Final_08282014_Appendices_A_G.pdf)), and all associated Virginia DEQ and Army Corps of Engineers rules and regulations for stream restoration.

- There are no utilities anticipated in either project’s area of restoration.
- Access and all work on the HHS Stream Restoration is located on City owned property.
- Access and work on the CP Stream Restoration will occur on both public and private property; the City will obtain necessary temporary and permanent easements as may be needed by the extent of the design.

The selected offeror shall furnish all expertise, labor and resources for complete design and construction period services for the projects in accordance with the requirements of the negotiated contract. The offeror must assess streambank stability within the project limits, develop complete project designs, complete cost estimates, obtain permit approvals, and assist in the bid phase of the project. The following generally highlights the services that will be required:

The scope of work shall consist of, but not be limited to, the following:

1. **Surveying**
   - Provide topographic survey of the area identified for design of the planned restoration and any critical adjacent features, cross-sections of the stream channel necessary for HEC-RAS modeling, installation of bank pins, and geomorphic analysis of the streams, etc.

2. **Environmental Studies**
   - Hydrologic, hydraulic, and geotechnical analysis as needed to assess the contributing drainage area and develop completed construction drawings and specifications for stream restoration using natural channel design concepts (as defined in 9VAC25-870-10. Definitions)
   - Preparation of documentation needed for all applicable permits and studies; coordinate with ACOE and DEQ to confirm delineations and discuss permitting
requirements, wetland and stream impacts, and potential mitigation
requirements.

- Development of supporting documentation for pollutant reduction protocols 1, 2,
  and 3 outlined in the Recommendations of the Expert Panel referenced above, as
  applicable.

3. Permits

- The Joint Permit Application (JPA) process for the United States Army Corps of
  Engineers (USACE), the Virginia Marine Resources Commission (VMRC), and the
  Virginia Department of Environmental Quality (DEQ)

4. Construction Plan submittals at 60% and 100%

- Stream Restoration design
- Hydraulic and hydrologic design
- Erosion & sediment control plan for construction
- Prepare necessary drainage calculations and maps to support design features

5. Construction Documents

- Preparation of General and Supplementary Conditions and construction
  specifications based on the design
- Provide copies of 100% final construction plans and all supporting calculations
- Provide all documentation in electronic format for distribution to bidders.

6. Construction Administration

- Assist with the Construction Bid process, to include development of bid
  documents and preferred construction schedule, construction estimates and bid
  tabulation, and preparation of addendums.
- Assist in the review of project submittals and advise the City regarding the
  acceptability of the contractor, subcontractor, suppliers, etc.
- Review of and recommendation of contract award.

This Request for Proposal does not commit the City to award a contract, to pay any costs
incurred in the preparation of a proposal for this request, or to procure or contract for
services.

4.0 PROJECT SCHEDULE

Submittals should include a proposed schedule for the project design and construction. Firms
should provide a detailed project schedule phased by the scope of work above as part of the
submittal in response to this RFP. The schedule for these projects should reflect adequate
time for the development of the design and construction documents and obtaining permits,
while also being cognizant of the hurricane and planting seasons during construction.
5.0 PRE-PROPOSAL MEETING
No pre-proposal meeting is planned for this solicitation

6.0 MINIMUM QUALIFICATIONS
The following are the minimum necessary qualifications of the respondents to the RFP:

- Serve as the engineer of record on at least three (3) completed stream restoration projects

7.0 PROPOSAL REQUIREMENTS
Offerors shall submit a written proposal that provides information necessary for the City to evaluate the offeror’s qualifications, experience, and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.

The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Hopewell. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. Submittals should provide a straightforward, detailed, and concise description of your firm’s capabilities to satisfy the requirements of the Scope of Work so that the City may properly evaluate your firm’s capabilities. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal is not desired.

Proposals are to be 8½” by 11”, single spaced type no smaller than 12 fonts, and must contain the following elements organized in the following order:

1. Table of contents (all pages shall be numbered)
2. Cover Letter/Executive Summary serving as an expression of interest on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
3. Completed RFP Signature sheet (page 4 of this RFP).
4. Completed State Corporation Commission Form (page 6 of this RFP).
5. Identify your firms understanding of the scope of work and the area(s) of expertise to be provided. Outline your proposed approach to provide the requested services.
6. Provide evidence that demonstrates your firm’s ability and capacity to provide the requested services. Emphasize qualifications in the areas of quality control and quality assurance, project management, fluvial geomorphic processes, hydrologic and hydraulic design.

7. Identify KEY PERSONNEL who will be assigned to this project. Provide their role with this project and give the experience record of each – a maximum one page resume per individual. Key personnel are defined as those to whom the project will be assigned and who will be performing the actual field work, design, and project management services.

8. Identify sub consultants that you plan to use on this project and their relationship with your firm and staff, past experience together and their role in the project.

9. Provide references of at least three (3) other stream restoration projects with similar requirements that your firm completed within the past six (6) years and that have involved the staff proposed to work on this project. Identify, if applicable, any project experience your firm has with projects funded by the Virginia Stormwater Local Assistance Fund (SLAF).

8.0 SELECTION CRITERIA

The City intends to award the contract to the consultant deemed most qualified and responsive to the requirements of the project. The selection of a consultant shall be based on qualifications submitted in written form as well as personal interviews. Criteria for selection will include the following:

1. The specific experience, professional competence, and qualifications of the proposing firm and personnel (35 points)

2. A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firms plan for accomplishing the scope of services (35 points)

3. Current and past experience in providing similar services (20 points)

4. References and previous client evaluations from other government and/or commercial entities shall be considered to include documented experience in performing and completing similar tasks/services for other governmental and/or commercial clients in a professional, efficient and timely manner. (5 points)

5. Past cost performance, project scheduling performance and general overall on-time completion of past projects. (5 points)
9.0  SELECTION PROCESS

Following receipt of the proposals, an evaluation committee composed of representatives from the City of Hopewell will review and evaluate all the proposals. The proposals will be initially evaluated on the basis of the written material provided. Based on this initial evaluation, the City may select a shortlist of firms who will be invited to interview. Upon the completion of interviews, the evaluation committee will prepare and forward a recommendation for selection to the City Manager for award.

The award of the contract shall be at the sole discretion of the City. The City of Hopewell intends to award the contract to the consultant deemed most qualified and responsive to the requirements of the project. The City reserves the right to make an award of the contract without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the offeror can propose.

10.0  RFP TIMELINE

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<th>Date</th>
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<tr>
<td>December 21, 2018</td>
<td>City Issues Request for Proposal #14-19</td>
</tr>
<tr>
<td>January 4, 2019</td>
<td>Final Day to Submit Questions to the City at 5:00 p.m.</td>
</tr>
<tr>
<td>January 17, 2019</td>
<td>RFP Submission Deadline by 11:00 a.m.</td>
</tr>
<tr>
<td>January 31, 2019</td>
<td>Proposals evaluated and candidates short-listed</td>
</tr>
<tr>
<td>February 14, 2019</td>
<td>Committee recommends selected candidate to City Manager</td>
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The selected firm is required as part of the Proposal to provide a timeline for completing the project.

The City reserves the right to alter the schedule above at any point in the process, but agrees to provide adequate notice to respondents should the schedule be amended.

All written questions must be received by the City no later than January 4, 2019. Responses to all written questions will be issued by an addendum after January 8, 2019.

Questions regarding proposal submissions should be directed to the City’s Purchasing Officer, April Cone at (804) 541-2205 or acone@hopewellva.gov. Technical questions regarding this project should be directed to:
Mr. Joseph G. Battiata, PE  
Stormwater Program Manager  
103 S. Hopewell St.  
Hopewell, VA 23860  
Telephone: (804) 541-2316  
Fax: (804) 541-2456  
E-Mail: jbattiata@hopewellva.gov

In order to maintain equal access to information we request that you not contact anyone other than the individuals named above. If there are any changes to the scope of work, addenda will be issued by the Purchasing Officer to all known participants.
APPENDIX A: GENERAL TERMS AND CONDITIONS

A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This compliance includes obtaining a Hopewell business license, if required, before work is performed.

B. EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR: By submitting the bids/proposals, the bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with the City to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars ($10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.

4. To provide a drug-free workplace for the contractor’s employees.

5. 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.

6. To 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 section, “drug-free workplace” means a site for the performance of
work done in connection with a specific contract awarded to a contractor, 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.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in
every subcontract or purchase order over Ten Thousand Dollars ($10,000) so that the
provisions will be binding upon each subcontractor or vendor.

C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State,
and local taxes. However, if the bidder/offeror believes that certain taxes are properly
payable by the City, he may list such taxes separately in each case directly below the
respective item bid/proposal price. Tax exemption certification will be furnished on request.

D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of
Hopewell and its members, officers, directors, employees, agents, and representatives from
and against any and all claims, damages, demands, losses, costs and expenses, including
attorney’s fees, and any other losses of any kind or nature whatsoever including claims for
bodily injuries, illness, disease, or death and physical property loss or damage in favor of
contractor, its sub-contractors, their employees, agents, and third parties arising during the
performance of services and resulting from tort, strict liability, or negligent acts or omissions
of contractor, its sub-contractors and their employees or agents under the agreement, or
resulting from breaches of contract, whatever by statute or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material,
equipment or facilities located at the site and, in order to effect this limitation of liability, the
contractor agrees to insure or self-insure such property against any such risk.

E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible
personal property purchased or leased for its use or consumption. Certificate of Exemption
will be furnished upon request.

F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this
Bid/Proposal or be subject to being declared unresponsive. If unable to submit a
Bid/Proposal, please sign and return this solicitation form, advising reason for no
Bid/Proposal.

G. **CONTRACTOR’S DEFAULT:** In case of default of the contractor, the City may procure
the articles of service from other sources and hold the contractor responsible for any excess
cost incurred thereafter.
H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.

I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/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 of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

M. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Hopewell, Virginia under said contract.

N. **PAYMENT:** Payment by the City is due thirty (30) days after receipt of approved invoice unless otherwise specifically provided: subject to any discounts allowed. If an invoice requires modifications by the City, the thirty (30) day period begins after receipt of acceptable invoice.

To Prime Contractor:
Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

**Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

**To Subcontractors:**

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the City and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

**O. PRECEDENCE OF TERMS:** Paragraphs A-N of these General Terms and Conditions shall
apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

P. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Q. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

R. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Department and/or Contract Administrator may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department/Contract Administrator a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department’s and/or Contract Administrator’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided
by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.

S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** 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 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City pursuant to the Virginia Public Procurement Act 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. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

U. **INSURANCE:** The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror’s failure to execute a contract awarded to him/her or upon the bidder's/offeror’s failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.
At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor’s failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. **Worker’s Compensation** - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor’s policy.

2. **Employers Liability** - $500,000.

3. **Comprehensive general liability for bodily injury liability and property damage liability** shall be provided as to limits specified.

4. **Contractor’s protective liability** shall be provided for bodily injury liability and property damage liability.

5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.

6. The contractor shall require each of his subcontractors to carry Workmen’s Compensation Insurance and public liability and property damages liability.

7. **Commercial General Liability** - $1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.

8. **Automobile Liability** – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.
APPENDIX B: SPECIAL TERMS AND CONDITIONS

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.

B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **AWARD OF CONTRACT:** The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable, on the basis of initial responses and with emphasis on professional competence, to provide the required services. At the conclusion of these discussions, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City of Hopewell can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

D. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

E. **CANCELLATION OF CONTRACT:** The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
F. **EXTRA CHARGES NOT ALLOWED:** The bid/proposal price shall be for complete installation ready for the City’s use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:** Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word “President,” “Secretary,” “Agent” or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid/proposal. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly
addressed and identified.

K. NEGOTIATION WITH THE LOWEST BIDDER (IF APPLICABLE): Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city’s available funds. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.
Project Summary

The City of Hopewell is a Virginia Stormwater Management Program (VSMP) Authority and an operator of a Phase II Municipal Separate Storm Sewer System (MS4). A dedicated stormwater program and staff was established in 2015 and has been addressing MS4 permit requirements, TMDL compliance, overall drainage infrastructure maintenance and repair, and response to citizen complaints.

Stormwater program staff have identified 600 linear feet of a first order intermittent stream for restoration located approximately 0.6 miles upstream of the tidal portion of an unnamed tributary to the Appomattox River.

Vicinity Map

The segment of stream targeted for restoration drains approximately 10 acres of urban residential land consisting of a portion of City Point Road and surrounding neighborhoods before joining a larger unnamed perennial tributary of the Appomattox River.

This restoration project qualifies for sediment and nutrient reduction credits in accordance with the qualifying conditions outlined in the Recommendations of the Expert Panel to Define Removal Rates for Individual Stream Restoration Projects (May, 2013):

- Greater than 100 linear feet of stream;
- utilizes a comprehensive approach to stream restoration design, addressing long-term stability of the channel, banks, and floodplain;
- designed to reconnect the stream with its floodplain

Impaired Water Bodies: This restoration is proposed and will be designed to address the City’s MS4 Permit commitments to reduce stormwater pollutants of concern as identified in the Chesapeake Bay Total Maximum Daily Load (Bay TMDL) and the Appomattox River Bacteria TMDL.
City of Hopewell – City Point Road Outfall Stream Restoration Exhibit

December, 2018

- Existing pipe outfall
- Proposed stream restoration
- Proposed pipe or concrete channel (by others)
- Confluence with existing channel
- Existing pipe outfall
Project Summary

The City of Hopewell is a Virginia Stormwater Management Program (VSMP) Authority and an operator of a Phase II Municipal Separate Storm Sewer System (MS4). A dedicated stormwater program and staff was established in 2015 and has been addressing MS4 permit requirements, TMDL compliance, overall drainage infrastructure maintenance and repair, and response to citizen complaints.

Stormwater program staff have identified approximately 1,200 linear feet of a first order perennial stream for restoration located adjacent to Hopewell High School and Mathis Park. The watershed of the targeted stream channel is approximately 33 acres and includes the Hopewell High School campus and a portion of the school’s athletic fields. The downstream limit of the proposed restoration is the confluence with an adjacent undeveloped wooded watershed of 23 acres, at which point the combined flows enter the Mathis Park athletic fields complex where a combination of culverts and drainage channels provide non-erosive conveyance to Cabin Creek, a tributary of the Appomattox River.

This project qualifies for sediment and nutrient reduction credits in accordance with the qualifying conditions outlined in the Recommendations of the Expert Panel to Define Removal Rates for Individual Stream Restoration Projects (May, 2013):
- Greater than 100 linear feet of stream;
- utilizes a comprehensive approach to stream restoration design, addressing long-term stability of the channel, banks, and floodplain;
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