

REQUEST FOR PROPOSALS

City of Galax Volunteer Fire Dept Boiler Replacement Project

May 23, 2022

1.0 GENERAL INFORMATION

The City of Galax (City) is seeking qualified mechanical/HVAC contractors (Contractor) to provide a replacement hydronic heating system boiler for the City of Galax Volunteer Fire Department. The Boiler Replacement Project (Project) will include removal and disposal of the existing hydronic boiler and installation of a propane-fired multiple hydronic boiler system. The successful Contractor will be responsible for ensuring that the new equipment is properly installed and adapted to the Galax Volunteer Fire Department facility, including ensuring compatibility with the existing hydronic heating system. The Project will be awarded to the Contractor whose proposal is determined to be in the best interests of the City and in accordance with the requirements of this Request for Proposals ("RFP"). Award will be based on the Contractor's response to the RFP *Section 6.0 Proposal Content and Format* and as evaluated under requirements as shown in the RFP *Section 8.0 Selection Policies* and *Section 9.0 Selection Committee and Evaluation Criteria*. The successful Contractor will not be determined solely on the lowest price estimate, but rather the proposal that is determined to provide the best overall value, and to be in the best interest of the City for the replacement of the boiler.

The Project chiefly consists of replacing the existing oil-fired boiler and ancillary items with new equipment using equal or better equipment manufacturer performance design characteristics. The Project will be solely funded by the City of Galax. This project shall be developed to meet all Virginia Building Codes and other applicable standards.

The successful contractor will be responsible for provision of any and all engineering and design work required to install the Contractor's proposed boiler replacement solution. Any such design work is anticipated to be limited to reconnection of appurtenances such as hydronic piping, electrical branch circuits, boiler exhaust and combustion air improvements. State Licensed Professional Engineering services are not anticipated to be necessary. Contractor preparation of formal design drawing plans will not be required. However, communication of construction details shall be submitted in a suitable format that is approved by the City Engineer and Building Official and may be incorporated upon such approval into the contract as contract specifications.

2.0 INQUIRIES

Clarification of the terms and conditions of this proposal should be directed to Edwin Ward, City Engineer, at 276-236-2422 or eward@galaxva.com . All inquiries that affect the nature of the proposed contract or proposal contents will be conveyed to all parties receiving this Request for Proposals. The City shall not be responsible for any information given by way of verbal communication.

3.0 CONTRACT AGREEMENT INFORMATION

3.1 General Information

The City desires to enter into a limited scope agreement directly with the Contractor for the provision, installation and design (to the extent needed) of new hydronic boilers for the Galax Volunteer Fire Department facility. The Contractor will be required to manage coordination and communications directly with the City, as well as, being the contact for all subcontractors. The proposed Project contract Agreement is attached and shown as EXHIBIT 1.

Design work is anticipated to be primarily related to equipment selection, pipe sizing for reconnections, electrical branch circuit modifications, exhaust duct sizing and combustion air duct sizing.

3.2 Existing Heating System Information

The existing 52.2 horsepower boiler is manufactured by Kewanee Boiler Manufacturing Company Incorporated listed as Catalog Number VW-50-0 and Order Number 876331. The boiler equipment technical data information is attached and shown as EXHIBIT 2.

The Galax Volunteer Fire Department has a two-zone hydronic heating system. One heating zone serves the original building constructed in 1969 and the second zone serves a 3 bay garage addition constructed in the mid-1990s.

3.3 Submittals

The successful contractor shall provide equipment submittals as described in *Section 4.0 Scope of Work* for review and approval prior to authorizing manufacturer or supplier deliveries.

3.4 Proposed Schedule

The City requests that the Project be completed as soon as possible. However, if equipment or other material deliveries prevent the completion of the work prior to the start of the 2022 heating season, then the work shall be delayed until the end of the heating season in early 2023.

3.5 Stored Materials

The City shall pay for all contractor stored materials provided they are securely stored on site or at the Public Works facility.

3.6 Change Orders

A contract change order will be issued if existing portions of the system are found to have corrosion damage or other issues that require its replacement or modifications. Changes in scope of work that reduce the materials and/or labor involved as originally proposed shall be handled as a deductive change order.

3.7 Project Cost Estimate

The Contractor shall provide a total project cost estimate based on a fixed fee value for a ready to use, "turn-key" system. Building and equipment installation details and assumptions used in preparation of the cost estimate should be included in the RFP submission.

3.8 City Responsibilities

The City will be responsible for providing the following services:

- Asbestos inspection, testing and abatement as necessary
- Decommissioning of existing oil tank and piping
- Installation of underground propane tank (successful vendor will be responsible for fuel supply piping from tank to the new boiler)
- Building permit and necessary inspections at no cost
- Equipment and design submittal review and approval
- Water and electrical utilities
- Toilet facilities

3.9 Contractor Payments

The City desires to provide payment for work completed by monthly progress payments, submitted on AIA form or approved contractor form. A five percent (5%) retainage will be withheld from each pay request until a final payment is made upon completion and acceptance of the work in accordance with the contract requirements. The City shall pay for design related work upon receipt and approval of project submittals. The City shall pay for contractor stored materials provided they are securely stored on site or at the Public Works facility.

3.10 Site Visit

A mandatory site visit inspection is required for all firms submitting proposals.

3.11 Contract Award

The City of Galax reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with any qualified Contractor or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City to do so. This Request for Proposal does not commit the City of Galax 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.

Any offeror who desires to protest the award of a contract shall submit such protest in writing to the City of Galax no later than ten days after the announcement of the award.

4.0 SCOPE OF SERVICES

The successful Contractor shall be responsible for providing such industry-specific design expertise and other resources as required to perform project design, construction management and installation generally including, but not limited to the following tasks:

1. Manage and coordinate design phase meetings or conference calls as necessary.
2. Provide written Request For Information as necessary.
3. Provide proposed design/installation details and equipment technical specification document submittals as necessary, but not limited to the following items:
 - a. Boiler, burner, controls and other accessories
 - b. Hydronic piping materials
 - c. Electrical branch circuit equipment and wiring methods
 - d. Outdoor air temperature reset controls
 - e. Fuel gas piping from tank to boilers
 - f. Boiler exhaust and combustion air ductwork or piping, including wall or roof penetration details
4. Provide proposed Project schedule with timeline broken down into no less than design tasks, project submittals, receipt of submittal approval and appropriate phases of the boiler equipment installation.
5. Provide demolition and disposal of existing boiler and other building materials as necessary for installation of new equipment.
6. Install new boiler and appurtenances for a complete and fully functioning hydronic heating system.
7. Provide equipment startup as recommended by the manufacturer and submit performance test report.

The City of Galax reserves the right to decrease or increase the scope of services described above during contract negotiations with the highest-ranking Contractor.

4.1 Existing Heating System Information

The existing 52.2 horsepower boiler is manufactured by Kewanee Boiler Manufacturing Company Incorporated with a listed Catalog Number VW-50-0 and Order Number 876331. The boiler equipment technical data information is attached and shown as EXHIBIT 2.

The Galax Volunteer Fire Department has a two-zone hydronic heating system. One heating zone serves the original building constructed in 1969 and the second zone serves a 3 bay garage addition constructed in the mid-1990s. Construction documents for the original building and the 1990s addition could not be located. No information is known about the original design heating load for the existing boiler and heating equipment. However, firemen with long term experience in the operation of the building advise that the existing boiler and heating equipment has performed well at heating the facility and recovering the garage room temperature after the garage bay doors are closed.

Photographs of the boiler and facility are attached and shown as Exhibit 3. The photographs are labeled Photo 1 through Photo 5 and include a basic description of the photograph and relevant information concerning the proposed project.

5.0 WARRANTY AND INSURANCE REQUIREMENTS

The contractor shall provide one-year warranty service on issues related to contractor provided labor and materials.

The contractor agrees to be responsible for, indemnify and hold harmless the City of Galax its agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily injury or property damage that may happen to occur in connection with and during the performance of the contract. The contractor will maintain the following minimum insurance requirements.

- Worker's Compensation – Statutory requirements and benefits, but in no event less than-\$100,000/\$500,000/\$100,000 Employers Liability: accident, disease, policy limit
- General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate applies per project. The City of Galax shall be named as additional insured with respect to goods and services being procured. This coverage is to include Premises/Operations liability, Products and Completed Operations Coverage, Independent Contractor's Liability and Personal Injury Liability.
- Automobile Liability - \$1,000,000 CSL Bodily injury and Property Damage.

- Premises/Operations, Independent Contractors, Products, Completed Operations, Contractual Liability, Personal Injury Liability - \$1,000,000 occurrence, \$2,000,000 aggregate.
- The City of Galax shall be named an additional insured and provided with a Certificate of Insurance before access to the site can be granted.

6.0 PROPOSAL CONTENT AND FORMAT

Qualified contractors shall provide appropriate information in accordance with the content and format requirements of this Request For Proposal. The proposal should include a brief written description with any graphics as deemed necessary for the following information:

1. Provide a brief summary of the Contractor understanding of the Scope of Services.
2. Provide a concise detailed summary plan or outline of the various components proposed for the boiler replacement as described in this RFP.
3. Provide a listing of the types of professional services and/or contractor trades that will be subcontracted to other organizations.
4. Provide three or more governmental or other commercial references of past work experience on similar contracts or relevant projects.
5. Proposal should include assumptions made on the condition of the existing system or other important details as necessary to define the basis of the cost estimate.

7.0 SUBMISSION REQUIREMENTS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are not required or desired.

Proposals should address all aspects of this RFP and must include a signature of a principal or approved authority of the organization.

Submission of three copies of the Contractor's proposal in a sealed envelope or package that is clearly marked as a response to this RFP is preferred. However, a single PDF file document sent to eward@galaxva.com will be accepted on the proposal due date. The hard copy proposal should be enclosed in a sealed envelope or package plainly marked as shown below to prevent accidental opening before the due date. Contractor will bear all risk and responsibility to ensure that proposals

are actually received on or before the date and time specified, regardless of delivery method. It is recommended that contractors/offerors contact the City via telephone to confirm receipt.

SEALED PROPOSAL
Galax Volunteer Fire Dept Boiler Replacement Project
Proposal Due Date – June 24, 2022

Deliver Proposals no later than 5:00 p.m. on June 24, 2022. Responses received after this time will not be considered. Proposal envelopes will be marked with the date and time when received at the City of Galax Municipal Building. Proposals will remain unopened until the selection committee meets after the due date. Proposals sent by hand delivery, US Postal Service express mail, or private delivery service (FEDEX, UPS, etc.), should be sent to:

ATTN: City Manager
City of Galax
111 East Grayson Street
Galax, VA 24333

8.0 SELECTION POLICIES

The City of Galax reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with any qualified Contractor or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City to do so. This Request for Proposal does not commit the City of Galax 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.

The City will select a Contractor to provide the services requested using the Competitive Negotiation procedure as outlined in the Virginia Public Procurement Act.

A selection committee shall evaluate and rank each proposal based on the established selection criteria included within *Section 9.0 Selection Committee and Evaluation Criteria* of this RFP. Final ranking of the individual Contractors shall be based on a majority decision; then selection shall be made of two or more Contractors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but shall not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

The City of Galax prohibits discrimination and requires compliance with state and federal immigration laws as defined under the Code of Virginia Chapter 43 Virginia Public Procurement Act. The City is an equal opportunity employer and encourages participation of small businesses, minority owned businesses, women owned businesses and service disabled veteran owned businesses in all procurement activities.

The City of Galax assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The City of Galax does not discriminate against an offeror because of race, religion, color, sex, sexual orientation, gender identification, national origin, age, disability, status as a service-disabled veteran or any other basis prohibited by state law relating to discrimination in employment.

9.0 SELECTION COMMITTEE AND EVALUATION CRITERIA

A selection committee will be formed to review the proposals. The selection committee evaluation and selection process will be used to determine the most qualified Contractor. Evaluation criteria will generally involve economic/financial factors and relevant experience, specific expertise, project construction proposal and performance references on previous projects. The following criteria will be considered in evaluating the proposals:

- Price;
- Quality and compatibility of the equipment proposed;
- Qualifications and experience of Contractor in similar projects;
- Quality of warranties offered;
- Long term cost/benefits of the proposed equipment in terms of reliability, required maintenance, energy consumption and overall costs of operation;
- Scope of work understanding;
- Quality of proposed preliminary design for installation of the project;
- Proposed project schedule timeline;
- Reference source comments and past record of performance on similar projects.

10.0 ATTACHMENTS

EXHIBIT 1 – Project Contract Agreement

EXHIBIT 2 – Existing Boiler Technical Data Information

EXHIBIT 3 – Galax Volunteer Fire Dept Facility Photographs

REQUEST FOR PROPOSALS

City of Galax Volunteer Fire Department Boiler Replacement Project

May 23, 2022

EXHIBIT 1

City of Galax Volunteer Fire Department Boiler Replacement Project

Contract Agreement

PURCHASE CONTRACT FOR GOODS AND SERVICES

This contract is made and entered into this _____ day of _____ by and between the CITY OF GALAX, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia, herein referred to as the "Owner," and _____, a _____ (State of organization) _____ (Corporation, LLC, etc.) herein referred to as the "Contractor."

WITNESSETH

WHEREAS, the Owner owns and operates a public facility commonly known as the Galax Volunteer Fire Department, which facility includes a hydronic heating system; and,

WHEREAS, Owner wishes to enter into a contract for the purchase and installation of replacement boiler equipment and related components, (the "Project") in accordance with the terms and specifications set forth herein; and,

WHEREAS, the Contractor has submitted a proposal, and has been selected by the Owner as the successful offeror, in accordance with procedures set forth in Va. Code § 2.2-4303(g); and,

WHEREAS, Owner and Contractor wish to set forth the terms of performance of the installation work (the "Work") in completing the Project.

IN CONSIDERATION WHEREOF and other good and valuable consideration, all of which is acknowledged as received, it is agreed as follows:

1. Submission of Design and Furnishing of Materials and Work. The Contractor shall be responsible for any professional design work required to disconnect and remove the existing equipment at the facility, and to integrate the Contractor's new equipment into the existing facility, including piping, electrical connections, exhaust and combustion air ductwork. Contractor has submitted preliminary designs/specifications to Owner as part of the Contractor's proposal. To the extent necessary, Contractor will submit additional design documentation for review and approval of the Owner, and once approved by Owner, such design documentation shall be included as "plans and specifications" of the Project. The Contractor agrees to complete the Project in accordance with the attached Scope of Work, any applicable plans and specifications, and further in accordance with the Request for Quotes/Proposals and Contractor's response thereto, all of which are hereby incorporated herein and made a part hereof, and shall be controlling except insofar as they may be modified by a term of this Contract. The Contractor shall comply will all local requirements for building permits, inspections, and environmental laws. Contractor shall furnish all of the materials and perform all of the work necessary for the completion of the Project.

1.1. Any changes in the plans and specifications and/or scope of work shall be in writing signed by both parties, with a notation of the price of such changes. The Contractor shall promptly notify the Owner in writing of any latent physical conditions at the facility that materially differ from those indicated or anticipated in the plans or specifications. Promptly thereafter, the Owner shall, at his or her expense, obtain the necessary additional evaluations

or tests and the contract will be equitably adjusted incorporating any necessary revisions, such as replacement of piping, wiring, ductwork, as a result of such evaluations. Owner shall be responsible for any additional costs incurred by Contractor as a result of such conditions or necessary to remedy such conditions, however, Contractor shall be responsible for all conditions 1) identified in the plans and specifications; or 2) of which the Contractor was aware, or should have been aware in the exercise of reasonable care under the circumstances, at the time Contractor submitted its bid to Owner.

1.2. The Contractor shall provide to Owner for Owner's approval, upon Owner's request, samples of materials to be used in the installation. The Work shall be in accordance with the approved samples. If any materials, products or equipment chosen by the Owner are or become unavailable, the Contractor shall immediately contact the Owner who shall then select substituted materials. If any materials, products or equipment chosen by the Owner are not in stock and must be back ordered, the Contractor shall immediately contact the Owner who shall make the decision to either await the arrival of such back-ordered items, or proceed to make a substituted selection.

1.3 The attached plans and specifications, and any changes thereto, shall be the property of the Owner. In the event of a conflict between the plans or drawings and the specifications, the specifications shall take precedence. All materials used shall be of good quality and new, and in accordance with the plans and specifications, but if the same as specified are unavailable at the time needed, then Contractor shall advise Owner and Owner shall make an alternate designation of materials of like quality and value. In the event Owner designates materials that require an increase in the Contract Price, Owner and Contractor shall agree upon an equitable increase of same in writing. In the event Owner and Contractor are unable to agree upon an equitable adjustment to the Contract Price, Owner's decision on the matter shall be final, subject to Contractor's right to make a claim in accordance with Paragraph 24. Any necessary items not described in said specifications shall be of the quality usually and customarily used in work of like kind, size and value.

1.4. The contractor shall furnish coordinate with Owner in obtaining all permits, approvals, tools, scaffolding and equipment that may be necessary or incidental to completing the Project within a reasonable period of time, not to exceed _____ days from the date of the notice to proceed, unless delayed by unusual and extreme weather, Acts of God or other extraordinary contingencies or conditions beyond Contractor's control. Contractor shall be responsible to comply with all laws, regulations, rules or ordinances of any governmental authority having jurisdiction pertaining to the Project. To the extent that Owner is the issuing authority on any necessary permits or approvals required by Contractor to complete the work, Owner shall issue such permits, approvals or inspections free of charge to Contractor, upon request.

1.5. All installation work shall be according to good practice in the industry and accomplished in a workmanlike manner in accordance with the plans and specifications. If any dispute should arise as to whether the Work has been accomplished in accordance with the plans and specifications, Owner shall make a determination subject to Contractor's right to make a claim pursuant to Paragraph 24.

2. Warranties. The contractor shall perform the Work in accordance with the plans

and specifications, and the Contractor warrants to the Owner that, for a period of one (1) year(s) from date of final payment under this Agreement, the Work together with any and all fixtures and equipment is sufficiently: (a) free from defects, so as to pass without objection in the trade, (b) constructed or installed in a workmanlike manner, so as to pass without objection in the trade, and (c) fit for the Owner's intended use.

3. Changes to the Work. Owner may, in writing, direct Contractor to undertake a change in the Work, including but not limited to deletions, additions or modifications to the Project. Such writing shall detail the change in Contract Price, if any, or in Contractor's time to reach completion of the Project, and contractor shall undertake the work as directed. In the event Contractor disagrees with the Owner's determination as to adjustment in price or time for completion, Contractor shall proceed with the Work and may make a claim in accordance with Paragraph 24.

4. Completion of Work. The work shall be considered completed when all work has been finished in accordance with the plans and specifications, and any agreed changes thereto, the equipment is placed into operation and is functioning as designed, and the work has been accepted by the Owner.

5. Time of Completion. Contractor shall begin work as soon as practical after receiving the notice to proceed from Owner, and after the issuance of any required permits or approvals, and work shall be completed within _____ **days** of receiving notice to proceed. All delays caused by adverse weather conditions, materials shortage, civil disturbances and any other delays beyond the control of the Contractor shall cause the completion date to be extended on a day-for-day basis, however Contractor shall not be entitled to an adjustment in the Contract Price as a result of such delays unless the delay is caused by the action of Owner. The Contractor shall notify the Owner when and if any delay occurs.

6. Acceptance of Work. When the Contractor considers the Work complete in full conformity with the plans and specifications, Contractor shall make a written request to Owner to make a final inspection of the Project. If the Owner determines that the Work has been completed in full conformity with the plans and specifications constituting a fully functioning Project, the Owner shall make final payment to Contractor in an amount to bring the total compensation paid to Contractor equal to 100% of the Contract Price. If the Owner determines that the Work is not in full conformity with the plans and specifications, the Owner may direct Contractor to correct the Work and re-submit its request for final payment, or the Owner may accept the Work as-is and deduct an appropriate amount from the final payment on account of such nonconformity. If Contractor disagrees with the Owner's decision, Contractor may make a claim therefor in accordance with Paragraph 24. In making final payment under this agreement, the Owner signifies acceptance of the Work, subject to the warranty provisions contained herein. This in no way limits manufacturers' or material suppliers' warranties.

7. Contract Price. The sum to be paid by Owner to Contractor for the completion of the Work in full conformity with the plans and specifications (the "Contract Price") shall be _____ Dollars (\$ _____ .00).

Payment shall be made in monthly progress payments. Each monthly progress payment shall be a percentage of the total Contract Sum corresponding with the percentage of work completed as of the date of the then-current invoice, less the total amount of all progress payments previously paid to Contractor and less five percent (5%) retainage, to be paid upon final completion.

8. Payments. Payments are due within thirty (30) days of Contractor's invoice. The Contractor shall execute or have executed promptly any and all certifications, mechanics lien waivers, or other documents required by any lender of financing, or by the Owner. With each invoice the Contractor shall provide the Owner with mechanics lien waivers for all work done and materials furnished to the date of the invoice.

9. Owner's Inspection. Prior to any payment provided herein, and if requested by Owner, Contractor shall meet with Owner at the property and permit the Owner to inspect the work completed.

10. Liability Coverage. In addition to that which may be expressly stated in the procurement announcement documents prepared by the Owner, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the Owner from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement, or by any subcontractor or anyone directly employed by either of them or for whom Contractor is otherwise responsible. Contractor shall also maintain contractual liability coverage insuring contractor's indemnity obligations pursuant to Paragraph 11. All such insurance must be issued by a company authorized to issue policies within the Commonwealth of Virginia. The Contractor shall provide the Owner with a certificate of insurance, showing such insurance to be in force and providing that the insurer shall give the Owner at least 30 days' notice prior to cancellation or other termination of such insurance. The Owner shall be named as an additional insured for the general liability coverage.

11. Hold Harmless. The Contractor agrees to indemnify, defend and hold harmless the Owner and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from the Contractor's performance of this Agreement, or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the Owner or to failure of the Owner to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's proposal.

12. Default. In the case of default or breach by the Contractor or the failure of the Contractor to deliver the services in conformance with the specifications in the contract the Owner shall give written notice to the Contractor specifying the manner in which the contract has been breached. If the Owner gives such notice of breach and the Contractor has not corrected the breach within fifteen (15) days of receipt of the written notice, the Owner shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby. In the event of

default by Owner, Contractor shall proceed in accordance with Paragraph 24.

13. Debris and Waste. The Contractor shall at all times keep the facility free from the accumulation of waste materials or rubbish caused by its operations. At the completion of the work the Contractor shall remove all debris, tools, machinery, and like equipment. Any surplus materials remaining at the completion of the work shall remain the property of the Owner, unless the Owner otherwise specifies in writing. Owner may direct the Contractor to remove any surplus materials at which time such surplus materials shall become the property of Contractor.

13.1. The Contractor shall also properly grade, seed and otherwise restore any land disturbed by the Contractor's use of cranes or other heavy equipment in removing and replacing the equipment. Such work shall be accomplished according to the reasonable desires of the Owner.

14. Communication with Contractor. The parties agree that the Contractor's Representative is _____, and no communication or notice to Contractor or Owner shall be valid unless received by that party's designated representative. No changes to this agreement shall be valid unless signed by the Contractor's Representative and a duly authorized representative of Owner. All communications and notices shall be delivered in accordance with Paragraph 23.

15. Laws of the Commonwealth

15.1. This Contract shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia, including the Virginia Public Procurement Act, Section 2.2-4300 *et. seq.*, Code of Virginia, 1950, as amended. The Contractor providing goods or services to the Owner under this contract assures the Owner that it is:

15.1.1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;

15.1.2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;

15.1.3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and

15.1.4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

15.1.5. If the Contract price exceeds \$10,000, the Contractor agrees during the performance of this contract that:

A. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, disability, status as a service-disabled veteran, national origin or other status prohibited by state or federal law, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All 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;

B. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor; and

15.1.6. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that the Contractor shall A) provide a drug-free workplace for its employees; B) 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "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 the provisions of the Virginia Public Procurement Act, 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.

15.1.7 In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.

16. Reserved

17. Payment and Performance Bond. The Contractor shall furnish to the Owner the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code of Virginia, as applicable, and shall otherwise fully comply with the requirements of such sections of the Code. The Owner reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

18. Required Payment. Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

18.1. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Owner attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Owner and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;

18.2. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and

18.3. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.

18.4. include in its contracts with any and all subcontractors the requirements of a, b, and c. above.

19. No Waiver. Any failure of the Owner to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the Owner of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

20. Termination. The Owner may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

21. Choice of Law, Forum. To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law. The parties hereby submit to the personal jurisdiction and venue in the Circuit Courts of Carroll County and Grayson County, Virginia, or the United States District Court for the Western District of Virginia, for resolution of all claims arising hereunder.

22. Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of

this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

23. Notices. All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices hereunder shall be sent to the following:

To the Owner:

City Manager
City of Galax
111 E. Grayson Street
Galax, Virginia 24333
Tel: 276-236-5773
Fax: 276-236-2889

To the Contractor:

24. Contractual Claims Procedure.

24.1. Contractual claims or disputes by Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Owner written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

24.2. The Owner, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within sixty (60) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.

24.3. If the Contractor disagrees with the decision of the Owner concerning any pending claim, the Contractor shall promptly notify the Owner by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Owner or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Owner, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

24.4. The decision on contractual claims by the governing body of the Owner shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

25. Miscellaneous. This Agreement embodies the entire agreement between the parties. Any modifications to this Agreement which change the cost, materials, work to be performed, or the estimated completion date must be made in writing and signed by all parties. This Agreement shall be governed by the laws of the Commonwealth of Virginia. The failure to enforce any right provided for herein shall not constitute a waiver of that right. Nothing herein shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract may not be assigned by Contractor to any third party without the written consent of the Owner. This contract is subject to appropriations by the Owner.

WITNESS THE FOLLOWING SIGNATURES:

Contractor:

Owner:

By: _____

By: _____

Contractor License #

Class

Exp. Date

GALAX VOLUNTEER FIRE DEPARTMENT BOILER REPLACEMENT PROJECT

Scope of Work:

Contractor will provide necessary design and installation work as needed to integrate the Contractor's proposed boiler equipment solution into the City of Galax Volunteer Fire Department facility, including all work to ensure compatibility with the existing hydronic heating system and other equipment intended to remain in place in the City's facility. Such work shall be in accordance with the Contractor's proposal and the City's solicitation for quotes, and shall include the following:

- Removal and disposal of existing boiler equipment, along with removal of any existing connections, mountings or other building components as required in order to facilitate the installation of Contractor's replacement equipment, as quoted in Contractor's proposal
- Provide engineering design as needed for any required utility connections, piping, electrical branch circuit sizing, ductwork sizing, or replacement and ancillary components or other facilities needed for the installation and deployment of Contractor's replacement equipment
- Provide and install all necessary boiler equipment and ancillary components necessary for a fully functional system
- Provide all necessary system control mechanisms and integrate them with the facility's existing controls to provide a fully functional system
- Coordinate with City staff to ensure all necessary permits and inspections have been performed/issued as applicable

REQUEST FOR PROPOSALS

City of Galax Volunteer Fire Dept Boiler Replacement Project

April 14, 2022

EXHIBIT 2

Kewanee Manufacturing Company, Inc. Boiler Data Plate Information is given as follows:

Catalog Number: VW-50-0

Order Number: 876331

Rating: 1749 MBH

Horsepower: 52.2

Maximum Working Pressure – Water: 30 PSIG

Heating Surface: 192 Square Feet

Maximum Firing Rate: 2186 MBH

Valve Capacity: 1749 LBS PER HR

REQUEST FOR PROPOSALS

City of Galax Volunteer Fire Dept Boiler Replacement Project

May 23, 2022

EXHIBIT 3

Photo 1 – Existing Boiler Room

Photo 2 – Boiler Room Doors and Combustion Air Ductwork

Photo 3 – Boiler Chimney and Combustion Air Roof Penetrations and Propane Tank Location

Photo 4 – Boiler Room Access Doors and Floor Grating

Photo 5 – Boiler and Circulator Pumps Electrical and Control Equipment

PHOTO 1 – Existing Boiler Room

The existing boiler room is 13'4" by 10'-0". The double door clear opening is 59" by 83". The lower circulating pump (Zone 1) serves the original building. The upper circulating pump (Zone 2) serves the three bay garage addition.

The double doors were exterior doors prior to the 1990s garage addition project. The other side of the double doors is shown in Photo 2.



PHOTO 2 – Boiler Room Doors and Combustion Air Ductwork

The boiler room doors are approximately 24" below finish floor in the garage bays. The boiler room doors can be opened into a landing area below the garage finish floor after the removal of floor grating material. The doors and floor grating are shown in Photo 4.



Photo 3 – Boiler Chimney and Combustion Air Roof Penetrations and Propane Tank Location

The chimney and a gravity air hood are visible near the roof ridge line.

An underground propane tank is planned for installation in the grass yard at corner of the garage bays. The fuel gas main pipe is estimated at 150' in length from the tank at the nearest corner of the building running up above the garage doors and down to the boiler room. The fuel gas pipe shall run square with the building walls and not travel at an angle across the fire trucks.



Photo 4 – Boiler Room Access Doors and Floor Grating

The boiler room access doors can be opened (after removal of the grating) into a landing area that is approximately 24" below the finish floor of the garage.



PHOTO 5 – Boiler and Circulator Pumps Electrical and Control Equipment

