



Request for Proposal

Water Meter Change-Out Project

Date: March 25, 2025

Owner: Hendersonville Utility District

Location of Project: Hendersonville TN, 37075

Contractor: Firm Answering RFP

General Description: Hendersonville Utility District is requesting a proposal package from the Contractor for installation of water meters with radio read technology throughout the "Phase 1" service area in a cost-effective manner

Due Date: June 5, 2025 at 2:00 PM (CST)

Copies: Electronic copy in .pdf format to jroman@hendutil.net

HUD Project Manager: Juan Roman, Distribution Superintendent

Phone: (615)824-3717 ext. 3105

Email Address: jroman@hendutil.net

Mailing Address: Attn: Meter Change-Out Project Proposal
125 Indian Lake Road
Hendersonville Utility District
Hendersonville, TN 37075

By signing below, Contractor agrees to the conditions of this RFP document, including the General Terms and Conditions.

Contractor: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

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REQUEST FOR PROPOSALS

THE INFORMATION CONTAINED IN THIS DOCUMENT, OR ANY PART THEREOF, INCLUDING ANY ATTACHMENTS, FILES OR OTHER INFORMATION THAT IS DISCLOSED AS PART OF THIS RFP PROCESS, SHOULD BE CONSIDERED CONFIDENTIAL TO HENDERSONVILLE UTILITY DISTRICT AND THIS PROJECT AND MAY NOT BE RELEASED, DISCLOSED OR REPRODUCED IN ANY FORM.

RFP Information

This document represents a formal Request for Proposal (RFP) by Hendersonville Utility District (HUD).

This RFP is not an offer, but an invitation for response. No HUD contractual obligations shall arise from the RFP process unless and until a formal contract is executed by duly authorized officers of Hendersonville Utility District and the Contractor.

HUD reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Contractors, or to negotiate with one or more Contractors when it is in HUD's best interest. HUD reserves the right to hold exclusive negotiations that may differ from the terms and conditions originally solicited or offered. Additionally, HUD reserves the right to alter specifications during the RFP process, without re-issuance of the RFP. HUD reserves the right to waive minor informalities and irregularities in proposals received.

Each party shall be entirely responsible for its own costs and expenses incurred while participating in the RFP process. HUD will not, directly or indirectly, assume responsibility for any costs incurred by the contractor during the process.

An informational meeting will be hosted by HUD to discuss the project and/or answer any questions the contractors have about the project or the RFP. The meeting will be held on after bid is awarded at the HUD office located at 125 Indian Lake Road, Hendersonville, TN 37075.

Proprietary/Confidential Information

Potential Contractors must specify any restriction on the use of information contained in their response to this RFP. If a Contractor specifies in the RFP response that certain information is the proprietary property of the Contractor, HUD will use its best efforts to prevent disclosure of such information. All information contained in the RFP or subsequent verbal or written communications from HUD shall be considered confidential and for express use only in connection with the preparation of the RFP response.

Schedule of Events (subject to change):

Informational Meeting

RFP submission

Proposing Contractor Interviews (if Required)

Selection of Installation Contractor

Contract Signing with Contractor

Project Implementation

Possible Contract Extension for Installation of Additional 4,000 meters

1.0 Project Scope

1.1 Project Introduction/Background:

HUD provides water and sewer service to residents and businesses of Hendersonville, Tennessee located in Sumner County. HUD began installation of the Sensus AMR system in 2001. As of this RFP, HUD has now come to “end of life” on several meters. HUD is seeking the services of a contractor to install 3,473 meters and reprogram/reuse transmitter. **2679-** 5/8” x ¾”, **426-** 1” and **332-** 2” within 122 calendar days of commencement.

This RFP requests your proposal for the following:

Existing meter change out.

- Replace or modify existing meter box covers as necessary;
- Install and reprogram Sensus IPERL meters and (520M) transmitters;

1.2 Bidder’s Responsibilities

Responses to this Request for Proposal shall be received by HUD no later than June 2, 2025, by 2:00 PM (CST).

1.2.1 Bidder shall read and understand the circumstances and procedures under which this bid is let.

1.2.2 Contractors unable to submit a bid in response to this Request for Proposal shall so advise in writing to preclude exclusion of future bid requests.

1.2.3 All quotations are to be firm offers for no less than one hundred and twenty (120) days from the bid opening date.

1.2.4 HUD reserves the right to reject any or all proposals and will only disclose the award status to each bidder without providing additional evaluation details.

1.3 The system shall be comprised of all new equipment supplied by HUD.

2.0 Instructions to Respondents

2.1 Proposal Format Instructions:

Each respondent’s response shall be organized in a fashion similar to that outlined below:

A. Executive Summary: This section allows the bidder to summarize the RFP. Detailed data included elsewhere need not be repeated. However, key differentiating features of the bidder’s solution should be summarized.

B. Business Experience and Qualifications:

1. Demonstrate the capability of adequate staff and support resources to perform the work required for this project.

2. The prospective Contractor’s project experience that have been completed in the past 10 years. Provide up to five (5) relevant references including person’s name, address, and current telephone number, and nature of the reference or relationship.

Project experience should address:

- Meter installation counts and types (water, gas, electric)
- AMI or AMR type and vendor
- Completion schedule versus plan

B. Business Experience and Qualifications: (Cont.)

- Experience with Sensus products and installation

3. Explanation of installation approach, philosophy. **Please address:**

- Projected ratio of employees per Contractor(s)
- Use of local labor
- Quality control procedure for meter change-outs
- Process to address issues with utility's customers
- Sample communication and how it's used
- Scheduling plan for entire project and day to day
- Change-out data and new system
- Meter data - management process

4. Proof that the CONTRACTOR is a licensed utility contractor in the State of Tennessee

C. Evidence of Financial and Insurance Status

1. A Sample HUD Contract is provided for your review in Exhibit A.
2. Bidder will be required to complete the following; Credit Reference Application (Exhibit B), and W-9 Request for Taxpayer Identification Number and Certification (Exhibit C) located at the end of this document
3. History of claims against any bonds, insurance or litigation claims in the past 10 years.
4. Bonding capacity.

D. Exceptions

1. Any specific exceptions to the conditions, requirements or other as presented in this RFP shall be written in this section. Alternate conditions and/or proposed modifications should also be presented in this section of the RFP.

E. Project Overview

Provide a statement of project scope from the bidders standpoint based upon the RFP. Describe in general how the project would be implemented.

F. Compliance for RFP sections 3.0 and 4.0

Answers are to be in the form:

- Comply
- Alternate – include explanation
- Exception – include explanation

G. System Pricing

2.2.0 Proposal Submission

Respondents should provide 3-copies (if mailed) of their proposal. Proposals are to be submitted to the locations (email address, mailing address) identified in the summary page.

2.2.0 Proposal Submission (Cont.)

2.2.1 Your proposal shall be in effect for at least 120 days from the bid opening date.

2.2.2 No faxed proposals will be accepted.

2.2.3 HUD reserves the right to reject any and all Proposals and waive any technicalities, and to terminate or modify the process at any time, with or without notice, including any date or time period stated herein, and to take such other actions and exercise such other rights as shall be specified in the Request for Proposals. HUD shall not incur any liability for such actions.

2.2.4 After award of contract, the selected Respondent shall provide payment and performance in the sum of 100% of the contract amount and an acceptable insurance certificate the coverage levels described in Exhibit B. The performance bond must be provided within fifteen (15) days of contract award.

2.2.5 Selected Respondent shall provide traffic control when work is required in any street. Traffic with all local ordinances.

2.2.6 HUD will review and rank the proposal of each respondent. HUD has the right to choose the Contractor that provides the greatest value to HUD based on the selection criteria. The following weighted average criteria will be used as a guideline in evaluating the responses. Oral interviews may be requested, if needed, to obtain additional information from respondents about their proposal prior to award of contracts.

Overall Cost	30%
Business Experience and Qualifications	30%
Project Approach	10%
Regulatory Adherence Factor	10%
<u>Conformance to Specifications</u>	<u>20%</u>
Total	100%

2.2.7 Installation Acceptance

Each installation will be accepted by HUD conditioned upon:

- A. Electronic identification number, address, old and new meter serial numbers, old and new meter readings, electronic radio endpoint ID number, installer's name, date, inspector's name, and all other information relevant to the installation;
- B. Satisfactory inspection by meter readings from the meter and electronic radio endpoint by HUD's representative operating the AMR system in a normal way; and
- C. Confirmation that electronic endpoint ID numbers, meter register numbers and other information have been correctly captured in the *Sensus* Flexnet Fixed Base AMR control system database for each customer's premises.

2.2.8 Payments

Contractor shall submit to HUD a written partial payment request on a monthly basis. HUD will make partial payments in the amount approved by HUD.

2.2.9 Project Control System

The Contractor shall use handhelds furnished by HUD for meter programming if needed. Section 2.2.7(A) Will be logged every day for uploading meter change-out information.

2.2.10 Contractor Staff

Respondents will designate a contract manager, who shall have the authority to handle and resolve any disputes or contract issues with HUD.

Respondent will designate an installation manager, who shall be responsible for managing the entire installation project on a day-to-day basis on behalf of the Contractor and for seeing that all installations are carried out in a professional manner and in compliance with the procedures required by the system's vendor/manufacturer, HUD, and all other applicable local, state and federal regulations. The installation manager shall be on site continuously throughout the duration of the project, except for holidays and vacations, during which the Contractor shall provide a qualified substitute. The installation manager shall be experienced in supervising meter installation contracts, and familiar with applicable regulations and safe and proper installation procedures. HUD shall approve the installation manager or a change in the installation manager.

Installers, Contractor's employees or other Contractors shall be fully trained in the removal of existing meter and the installation of a new meter and electronic radio endpoint. They shall also be trained in retrofitting newer meters as requested with AMR-compatible register and electronic radio endpoint, regardless of size. HUD reserve the right to require the Contractor to retrain, reassign or dismiss any employee or subcontractor who fails to provide competent work, as so determined by HUD.

All site installation personnel employed on this project will be subject to background checks and shall at all times carry a suitable photo ID and/or other identification approved and/or provided by HUD. All members of the installation crew shall wear uniforms identifying them as part of the Contractor's work force which shall consist of, at a minimum ID badges.

3.0 Account Data and Installation Management

3.1 Account Data

Prior to the start of the installations, HUD will provide the Contractor with an electronic file containing the information necessary to create work orders for meter/AMR installation. HUD will provide Contractor with weekly updates to this file for routes where the AMR system has not yet been installed. For each meter, the data file will indicate the meter size, the meter location (if known), access notes to the meter, and the name and phone number that may be listed on the account.

3.2 Contractor shall be responsible for ensuring that all data transferred to and from HUD's information systems is properly working before commencing any installations. HUD desires access to the Contractor's database and reserves the right to audit the Contractor's database at any time.

3.3 Installation Management

- 3.3.1 The installation manager will provide work orders to installers. Each work order will include at a minimum, the customer's address, premises identification number, meter location, meter access notes, designation of replacement, existing meter number, existing register number, meter make, model and size, and most recent meter reading.
- 3.3.2 Before, or at the time of installation, the installer, under the direct supervision of the installation manager, shall inspect the existing water meter setting, including piping and controls valves. If the Contractor determines that conditions are such that damage to the existing piping could occur, the installation manager shall immediately contact the project manager, shall not attempt the installation until the site is inspected by HUD, and shall postpone installation at that site until the project manager authorizes the installer to proceed with the work. If there is tension on the piping, whether from roots or offset, HUD requires a metal body IPERL model to be installed.
- 3.3.3 The Contractor will have the primary responsibility to make any necessary repairs to service lines or piping. HUD maintains the option to undertake such repairs themselves.
- 3.3.4 Old piping shall not be grounds for the failure of the installer to replace a meter designated for replacement. Only when old piping is leaking or deteriorated to a point that damage to it could reasonably be expected by changing the meter, will poor piping be accepted as a reason for not replacing the meter. Contractor is still required to install the meter and AMR equipment after the piping has been repaired or replaced at any time during the installation period.
- 3.3.5 Completed work orders shall include: meter size and meter type, verification or correction of existing meter and account information, old meter serial number, final reading on old meter, new meter number, new meter register number, premises identification number, electronic radio endpoint ID number, reading on new meter register, date and time of installation, location of meter, name of installer, notice of any problems encountered or repairs made. All information requested on the work order must be completely filled out for the installation to be considered complete.
- 3.3.6 Contractor shall be responsible for removing and properly disposing of any amount of dirt needed to access a meter in a meter box, pit or vault (collectively referred to as "meter box"). Dirt shall be removed such that there is a minimum of 2" clearance below the meter. Contractor shall attempt to expose connection to the service line and any piping between the service line connection and the meter to ensure that they are in a condition that won't be damaged by changing the meter. If a water meter box is flooded so that the meter is fully or partially submerged, the installer must pump out the box before changing the meter. The pumped out water shall be disposed of in a safe and proper manner as to not cause harm or damage to the surroundings or to others. The installer must ensure that the water service is not in any way contaminated, even intermittently, by standing water in the meter box. All waste resulting from cleaning the meter box as well as replacing the ring and lid must be cleaned up and hauled off by the Contractor. The existing ring and lid, if replaced, will be sorted and returned to the HUD. If grass or shrubbery is damaged by the installation process, the Contractor must repair the damage to original conditions by replanting or re-sodding to the affected customer's satisfaction. HUD reserves the right to inspect any installation and clean-up work before payment is made to the Contractor. Contractor shall be responsible for claims resulting from damage caused by the installation.

3.3.7 Contractor shall be responsible for repairing any service lines they damage at its sole cost and expense, unless the installation manager has reported (prior to commencement of installation) a condition of antiquated or inferior plumbing to the project manager and the project manager has authorized the Contractor to proceed with the work. In the event a service line fails during or after the installation procedure on the inferior plumbing that has been authorized by the project manager, the Contractor licensed will oversee the necessary repair work to the water

3.3 Installation Management (Cont.)

service line and be entitled additional negotiated compensation. HUD also reserves the right to repair/replace the service lines.

3.3.8 At no time shall the installers start an installation and leave it unfinished. At no time shall the installers leave a site installation lacking water service.

3.4 Quality Control

3.4.1 The Contractor shall be responsible for replacing any meter, electronic radio endpoint or appurtenances improperly set by its installers. The Contractor shall correct any damage to couplings, threads, unions or meters by use of improper tools or cross threading by an installer.

3.4.2 Contractor shall be responsible for correcting any leaks at the valves, couplings or service lines that could reasonably be attributed to the meter installation if reported by HUD or customer within 90-days of installation.

3.4.3 Contract manger shall meet with HUD project manager periodically and not less than monthly to update them on progress against the installation schedule. Contractor manager shall provide status report in spreadsheet format to allow simple verification of status of each meter.

4.0 Scope of Work

4.1 Scope of Work

The Respondent shall be responsible for providing all management, installation labor, transportation, general materials (other than water meters, encoder registers, AMR transceivers and new meter boxes and lids), coordination, customer scheduling for service via door tags provided by HUD, tools, and installation to complete the work per the schedule below.

Performance Bond

A Payment and Performance Bond is required for 100% of subcontract value per Terms and of Subcontract.

Contractor shall:

- A. Provide a full-time on-site project manager, subject to approval from HUD, to coordinate all installation activities with HUD and be the main point of contact between HUD and Contractor during deployment. The project manager must have at least 3 references demonstrating experience managing other projects and proof of similar/technical projects.
- B. Acquire from HUD meters (defined as meter, AMR equipment and associated appurtenances) and other equipment and materials in agreed-upon quantities so as to have such meters and related equipment available for installation on a timely basis. It is anticipated that HUD will purchase meters in bulk purchase. All meters shall remain in HUD's care, custody, and control

4.0 Scope of Work (Cont.)

until installation and be available to the installer in new condition in the manufacturer's original, labeled containers.

- C. Schedule and perform meter installation in residential customer's meter boxes and flush customer's water lines after each installation.
- D. Field validate each installed meter to assure that each is capable of transmitting via radio signal to a regional collector.
- E. Enter HUD facilities and customer properties only for the purpose of executing the work and only during Regular Working Hours as provided herein, unless otherwise authorized. After hours work must be done in coordination with HUD.
- F. Reasonably repair and restore any property damaged as a result of any act or omission or neglect of Contractor as provided herein.
- G. Participate in weekly progress meetings at a location and time selected by HUD provide all reports described herein. The principal purpose of these progress meetings is to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the contract schedule. Notes of the meeting and decisions will be taken by the Contractor.
- H. Adhere to project schedule
- I. Conduct and carry out all Work in a manner designed to avoid all but short-term disruption of services and to prevent damage to HUD and customer's property, including other utilities.
- J. Notify HUD immediately (within one hour) by telephone, of any emergency or other situation compromising the safety of persons or property, and follow up such report in writing.
- K. Contractor shall not permit the employment of unfit persons or persons not properly skilled in tasks assigned to them and be responsible to HUD for the acts and omissions of the Contractor's employees, Contractors and other persons or entities performing any portions of the Work. Any unfit persons identified by HUD will be communicated to the Contractor and unfit person(s) will be escorted off the project by the Contractor.
- L. Comply with all applicable Laws and Regulations.
- M. Be solely and completely responsible for conditions for which it has responsibility under this agreement or are within its control of each installation site in connection with the work, including safety of all persons and property. This requirement shall apply continuously and not be limited to Regular Working Hours.
- N. Promptly correct work failing to conform to the requirements of Agreement whether discovered before or after substantial completion at the Contractor's cost and expense pursuant to warranties and Agreement.
- O. The Contractor shall keep all premises and job installation sites and the surrounding area free from accumulation of waste materials or rubbish caused by the work or onsite crew and, upon completion of each meter or other infrastructure installation, the Contractor shall remove and properly dispose of all waste materials, rubbish, tools, installation equipment, machinery, and surplus materials, including all debris found in meter boxes and dispose of it in a manner approved by HUD. Replaced meters will be sorted and returned to HUD. Additionally, the Contractor shall make every reasonable attempt to keep and return rights of way and End User's property appearance as it was before they arrived. This includes

landscaping on excavated areas. Landscaping shall include replacement of grasses, shrubs, plantings and structures (i.e., mailboxes, fences, etc.) to match existing conditions within seven (7) calendar days following the work at any site.

4.1 Scope of Work (Cont.)

- P. The Contractor shall at all times observe and comply with, and cause all of its agents, employees and Contractors to comply with, all federal, state, and local laws, statutes, ordinances, and codes, including all applicable laws regarding employment, hazardous substances and the environment and all lawful orders, rules, regulations, standards and lawful orders of public authorities. The Contractor shall be responsible for any claim, fee, civil penalty, fine or liability arising from or based on the violation by the Contractor, its agents, employees and Contractors, of any Laws and Regulations. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the work.

5.0 **DUTIES AND RESPONSIBILITIES:**

GENERAL

Times for Work. All Work shall be performed between the hours of 7:30 a.m. and 4:30 p.m. (CST) Monday through Friday and between the hours of 9 a.m. and 5 p.m. on Saturdays and holidays, provided all activity ends before dusk ('Regular Work Hours'). In the event of an emergency, work may be performed outside of these hours with the prior approval of HUD, consistent with Laws and Regulations. Exceptions to these times for Work must be approved by HUD. Access to residential areas outside of Regular Work Hours may be required based on the needs of an individual End User and will be approved at the sole discretion of HUD. All Work shall be conducted in accordance with all applicable local, state and federal rules and regulations. Contact local municipal and county zoning administrators, public works departments and Tennessee Department of Transportation (TDOT) for applicable rules and regulations.

Scheduling of Work

All Work will be undertaken in accordance with the Project Schedule agreed upon by the parties. The Contractor shall be responsible for End Users of the dates work will be performed in their meter boxes in accordance with jointly agreed between (HUD & Contractor) communication plan.

Service Issues

The Contractor will respond to one hundred percent (100%) of customer service issues involving meter leaks within three (3) hours of the time the initial call is received during normal business hours by HUD.

Supervision of On-site Crews

The project will require work in customers' meter boxes which are generally in the public rights of way adjacent to private property, and work may require entry onto customer's property. The Contractor shall insure that all onsite crews display the highest level of professionalism, courtesy, and respect toward HUD's customers, and respect the property of others. On-site crews shall at all times they are engaged in the work, wear uniforms identifying them as part of the Contractor's workforce which shall consist of, at a minimum, hats, shirts, and badges. On-site crews shall properly dispose of all trash and other debris before leaving any property or job site and shall properly dispose of all such trash and debris found in meter boxes. On-site crews shall observe all applicable local, state and federal rules and

regulations and keep noise levels as low as reasonably possible and shall refrain from using lewd, improper or otherwise disruptive language at all times. On-site crew shall observe designated smoking areas and always extinguish and dispose of smoking materials properly. Concerns received from the public or customers about on-site crews or crew members will not be tolerated. Upon receiving call(s) about crews or crew members, the Contractor shall investigate and shall remove on-site crew members who are incompetent, disorderly or otherwise unsatisfactory. HUD has the authority to remove any on-site crew members who are unsatisfactory to the project. The Contractor must be responsible for replacing crew members who do not maintain an acceptable level of professionalism, courtesy and respect in a timely manner as to not interrupt project progress.

Vehicles

All vehicles shall be operated in accordance with all rules of the road. Vehicles must be labeled with HUD's designed magnetic signs, provided by HUD, identifying the vehicle and crew as working under a contract with HUD. Signs shall be removed if vehicle is to be used for transportation outside of the project scope. Vehicles shall not enter a job site in or near a residential neighborhood before 7:30AM unless otherwise specified in writing by HUD. Vehicles shall not double park and must turn off engines as soon as possible when stopped or parked. Crew vehicles shall not violate parking laws and shall be in compliance with all applicable local, state and federal rules and regulations at all times. Crew vehicles shall never be parked on private residential lots or driveways unless they have been given direct, written permission from the property owner.

Meter Installation

Contractor shall immediately repair broken piping within three (3) feet of either side of meter or curb stops identified during installation or upon resuming water service and notify HUD when complete. If outside the scope of work, Contractor shall notify HUD immediately before repairing problem, but should make every effort necessary to minimize water loss, if applicable, prior to contacting HUD. HUD's approval is required for any work outside of scope of work. If continuous flow through the meter is present upon resuming water service, Contractor shall secure water flow via the water meter shut-off valve or curb stop and notify customer, in person, of issue or make a note on the work notification door-hanger card for that address. Contractor shall notify HUD of any repairs requiring replacement of meter boxes, concrete or asphalt repair, or excavation, to receive authorization prior to performing repair.

Meter Replacement

Contractor shall remove water meters from service and replace them with new *Sensus* water meters of equivalent size, unless authorized to do otherwise by HUD. HUD shall furnish new *Sensus* water meters, *Sensus* 520M transceiver endpoint, and antenna when necessary.

The new water meters shall be installed according to guidelines and standards from both the manufacturer and AWWA. If the existing meter set does not permit the meter to be installed according to guidelines from both the manufacturer and AWWA, the Contractor shall rework the existing meter set. All existing services are located in an outside box, most of which are located in front lawns.

Contractor shall be responsible for providing all necessary labor, connectors, fittings, gaskets and other accessories to install a properly functioning AMR water meter.

Contractor shall fasten the mushroom cap transmitter portion of the 520M to the hole on meter lid for **ALL** meters. Meter lids shall be cut by the Contractor to fit the transmitter portion of the 520M. The mushroom cap must sit flush on the lid and the lid must sit flush on the box.

Contractor shall be responsible for properly programming **ALL** meters included in scope of work using the *Trimble* Nomad handheld unit or approved equivalent.

Contractor shall notify HUD if meter box needs repair/replacement. Box replacements are not included in the project scope.

Removed Meters

Removed (replaced) meters shall be returned to HUD. If there is no meter number visible, it shall be tagged with the appropriate number. Periodically throughout the installation project, Contractor will deliver these sorted replaced meters to the HUD at a pre-determined day and time to HUD's maintenance facility located at 198 Sanders Ferry Road, Hendersonville, TN 37075 for storage and accountability. Any 520x model transmitter found shall be replaced.

Meter Boxes, Sidewalks, Driveways & Roadways

Contractor shall reasonably repair any damages to meter boxes, water mains, valves, private service lines, sidewalks, driveways and roadways incurred as a result of installation by Contractor or its subcontractors. Contractor shall be solely responsible for obtaining property owner approved access, in writing, for Contractor repairs. Any new meter boxes will be equal to a HUD standard box and lid.

All repairs for which Contractor is responsible shall be completed within thirty (30) business days, weather permitting. Contractor shall ensure that all areas are clearly marked and shall provide protection to pedestrian and vehicular traffic at all times.

Liability

Contractor will be responsible for any damages, unless preexisting, to underground infrastructure resulting from or related to meter removal or installation within three (3) feet of either side of the meter box. Such damages shall be repaired promptly at the expense of Contractor. Contractor is not liable for damages outside the three (3) foot zone, either on the water distribution side or on the customer's side, incurred from the meter replacement process (i.e. shutoff, temporary outage, and restart of water service), unless the damage was the result of gross negligence by Contractor. Contractor and its subcontractors shall answer to and be responsible for any damage or injury to person or property that did not exist prior to Contractor Work. Damage repairs shall be limited specifically to the reasonable repair of the damaged area only and to return the damaged area to its condition prior to work being performed. Should there be any locations where meter installation is not possible without damage to either infrastructure or real or personal property, Contractor will promptly notify HUD for a determination on appropriate course of action. Should HUD direct Contractor to install a meter at such a location, HUD will be responsible for repairs or corrections, which it may choose to address through Change Order. All repairs for which Contractor is responsible shall be completed within three (3) business days. Contractor shall ensure that all areas are clearly marked and shall provide protection to pedestrian and vehicular traffic at all times.

Warranty

One (1) year from date of project completion.

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Exhibit A (Sample of Contract)

AGREEMENT WITH THE

HENDERSONVILLE UTILITY DISTRICT
OF
SUMNER COUNTY, TENNESSEE

RESIDENTIAL METER CHANGE-OUT PROJECT

THIS AGREEMENT made this ____ day of _____, 20____, by and between the Hendersonville Utility District, hereinafter called the "Owner," and _____, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Owner has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvements; and

WHEREAS, Owner did on the ____ day of _____, 20__ find that Contractor was the lowest responsible bidder for the hereinafter specified construction work and did award Contractor a Contract for said construction work;

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, equipment and other property necessary to do, construct, install, and complete all the work and improvements required for the Residential Meter Change-Out Project, all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said work, and to do at his own cost and expense all other things required of the Contractor by said Contract Documents of said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Proposal
4. Special Conditions of Contract
5. General Conditions of Contract
6. Agreement
7. Contract Specifications
8. Project Authorization Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents.
10. Any and all other documents or papers included or referred to in the foregoing documents
11. Any and all Addenda to the foregoing

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit prices stated in the Contractor's Proposal included in the Contract Documents and made a part of this Agreement as full compensation for furnishing equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Hendersonville Utility District under them; also for any and all other things required by the Contract Documents.

The quantities and totals on unit price items and the Total Contract Amount are approximate only, being inserted for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by the unit price items will be made only on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents.

ARTICLE IV - CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below will govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. _____, _____, _____, and _____.
2. General Conditions
3. Contract Specifications
4. Construction Drawings
5. Instructions to Bidders
6. Invitation to Bid
7. Contractor's Proposals
8. This Instrument

This Contract is intended to conform in all respects to applicable statutes of the state in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work at the site within 15 calendar days after the issuance by the Owner of a written Notice to Proceed, and to fully complete all work to the point of final acceptance by the Owner, and to complete doing all other things required of him by the Contract Documents on or before and not later than **122 consecutive calendar** days therefrom. Contractor shall, and agrees to, furnish and deliver to the Owner within fifteen (15) days after the date of award of this Contract, the Performance Bond, Payment Bond, and the insurance certificates and policies of insurance required of him by the provisions of the Conditions of the Contract, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

NOTE: The successful bidder shall be required to fully complete all work shown on the Base Bid Project within 122 consecutive calendar days from and including the date to start work established in a written order from the Hendersonville Utility District. The Contractor further agrees to pay as liquidated damages the sum of \$200.00 per day for each consecutive calendar day thereafter unless special conditions are present such as weather delays and supply chain issues, leading to a delay in suitable working conditions.

The Hendersonville Utility District reserves the right to extend this Residential Meter Change-Out Project Contract in its entirety for up to two (2) additional periods. The Contract will be extended by means of a letter of invitation from the Owner to the Contractor provided the Owner and the Contractor are in agreement with the current established unit price and lump sum each construction items.

ARTICLE VI - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide all the work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

Contractor

ATTEST:

By _____

By _____

Title _____

Title _____

ATTEST:

HENDERSONVILLE UTILITY DISTRICT

By _____

By _____

Title _____

Title _____

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(corporation, partnership or individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Hendersonville Utility District, 125 Indian Lake Road, Hendersonville, Tennessee 37075, hereinafter called Owner, in the total aggregate penal sum of Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the Meter Change-Out Project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety and during the one year guaranty period and if the Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner and from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder of the Specifications accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon amendment to the Contract not increasing the Contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The term "amendment," wherever used in this bond, and whether referring to this bond, the Contract or the Loan Documents shall include alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day _____, 20____.

ATTEST:

Principal Secretary

Principal

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness to Surety

Address

Attorney-in-Fact

Address

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in Tennessee.

Approved as to Form and Legality

By _____
Attorney for the Owner

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(corporation, partnership or individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Hendersonville Utility District, 125 Indian Lake Road, Hendersonville, Tennessee 37075, hereinafter called Owner, for labor and/or materials furnished by any and all persons, firms, partnerships, associations, or corporations interested in the total aggregate penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the Residential Meter Change-out Project.

NOW, THEREFORE, if the Principal shall promptly make payment to all person, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work including that by a subcontractor, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms and corporations having a direct Contract with the Principal or its subcontracts.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of the Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon amendment to the Contract not increasing the Contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "amendment," wherever used in this bond, and whether referring to this bond, the Contract, or the Loan Documents shall include alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day _____, 20____.

ATTEST:

Principal

Principal Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness to Surety

BY _____
Attorney-in-Fact

Address

Address

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in Tennessee.

Approved as to Form and Legality

By _____
Attorney for the Owner

AFFIDAVIT

(To be attached to all Contracts)

STATE OF _____)
)ss
COUNTY OF _____)

being first duly sworn on oath deposes and says that he is

(attorney) (in fact or agent)

of _____
(bonding company)

surety on the attached contract for the Residential Meter Change-Out Project.

(Contractor)

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the bond, undertaking or contract of indemnity, guaranty, or suretyship in connection with the above-mentioned contract.

Signed _____

Subscribed and sworn to before me

this _____ day of _____, A.D., 20____.

(Notary Public _____ County _____)

My Commission expires: _____

NOTICE OF AWARD

TO: _____

Project Description: _____

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, 20____, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within fifteen (15) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____.

Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
_____ this the _____ day of _____, 20____.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

Date: _____

Project: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the work within _____ calendar days thereafter. The date of completion of all work is, therefore, _____, 20____.

Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____,
_____ this the _____ day of _____, 20____.

By: _____

Title: _____

Employer Identification Number



125 Indian Lake Rd
Hendersonville, TN 37075
P: 615-824-3717 F: 615-824-3797
E: hudcs@hendutil.net

Exhibit B (Credit Reference Application)

Credit Reference Form

Company Name: _____ **Address:** _____ **Phone:** _____ **Fax:** _____

Corporate Officer: _____ **Title:** _____

Nature of Business: _____

Date Business Was Started: _____ **Federal Tax ID#:** _____

Annual Sales Revenue: _____ **No. of Employees:** _____

Accounts Payable Contact: _____ **Web Site:** _____

Trade References:

Company Name: _____ **Address:** _____ **Phone and Fax:** _____

1. _____

2. _____

3. _____

Bank Reference:

Bank Name: _____ **Account NO.** _____

Address: _____

Contact:_____ **Phone:**_____ **Fax:**_____

I authorize the above stated references to provide Hendersonville Utility District with any information in their possession regarding their business experience with my company or me.

Signature:_____ **Print Name:**_____

Title:_____ **Date:**_____

Exhibit C (W-9 Request for Taxpayer Identification Number and Certification)

Form
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer
Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor

☐ C corporation

☐ S corporation

☐ Partnership

☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments.

For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form W-9 (Rev. 3-2024)

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Exhibit D (Map Overview)

