



Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 COMPTON ROAD, CENTREVILLE, VIRGINIA 20121-2506
(703) 830-2200

To All RFP Recipients:

May 2, 2019

For UOSA **IFB# 19-13**; Provide Switchgear Preventive Maintenance and Additional Electrical Maintenance Services

Subject: Addendum # 1

The above referenced solicitation is amended as set forth below. The hour and date specified for receipt of Bids:

| **X** | is not extended;

| | is extended;

Description of Addendum

- A. Changes to IFB Specifications
 - B. Answers to questions received prior to the deadline for questions
 - C. Attached one-line diagrams
-

A. Changes to IFB Specifications

1. Section 1.2 A: Remove and replace “June 30, 2014” in the last sentence in this section with the following date: “June 30, 2020”.
2. Section 2.7: Main Section text shall be removed and replaced with the following (2.7 A-F shall remain unchanged):
“The Contractor shall, upon completion of work, furnish to the UOSA Project Manager a complete printed report describing the work performed by the Contractor at the specific equipment site. This report shall be provided no later than one week following the completion of work and shall include the following listed by building/station as listed in the UOSA Motor/Electrical Control Center Location and Density List and by UOSA designated tag and bucket numbers to be provided after Contract Award.”

B. Questions and Answers

1. Q: Should all molded case breakers in MCC centers receive primary injection testing?
A: MCC centers receive primary injection testing only.

2. Q: Will all sites (pump stations, etc.) have power available for test equipment? Will contractor have to provide a generator?
A: All sites have power available for test equipment.
3. Q: Paragraph 1.2, page 1 of 43: Please verify the date for completion of the first contract (it says June 30, 2014 in the RFP document).
A: See Section A Number 1 above.
4. Q: Can you provide a schedule breakdown as to what buildings you anticipate performing testing and maintenance for each year of the contract?
A: It is anticipated that one third of the total equipment will be available each year for preventive maintenance. Breakdowns depend on plant operation schedule and may be often adjusted.
5. Q: Paragraph 2.6, F, xi, page 10 of 43: Please expand on this scope of work (disassemble and redress).
A: Disassemble motor starter and inspect. Inspect contactor surfaces, clean and smooth out /refinish rough surfaces as required. Reassemble and operationally test. Pass current through overload protective devices sufficient to test overload relays for proper operation.
6. Q: Are bidders to prepare a proposal based on “maintenance specifications and testing requirements”, Page 11 Section 2.6 or use the NETA level testing referenced in 2.1E on Page 9?
A: Bidders are to prepare their proposal based on the requirements listed in Section 2.6. In the event that there is a conflict in the procedural requirements listed in Section 2.6 and the NETA level testing specifications referred to in Section 2.1E, then the NETA specifications will prevail.
7. Q: Confirm primary injection testing is required on all breakers 200A and above, all fixed mounted and Drawout breakers?
A: Yes
8. Q: Are breakers within distribution panels accounted for in their equipment lists?
A: No
9. Q: In many of the buildings, “transformers” or “miscellaneous transformers” are listed. Confirm that these are all 480 – 120/208 level distribution transformers?
A: Yes
10. Q: Can one-line diagrams be provided for all equipment?
A: Yes, we have one-line diagrams available for all equipment but it is not feasible for us to provide all of them at this time. Several diagrams have been attached to this document to serve as an example. Diagrams for any location can be made available to the awarded contractor upon request.
11. Q: Where missing, can information on manufacturer(s) of equipment and approximate age be provided?
A: UOSA has the information but it is not readily accessible and therefore it will not be feasible to provide manufacturer(s) and approximate age of all components in the equipment list at this time. This information can be made available for specific equipment upon request by the contractor after contract award.
12. Q: Will UOSA provide appropriate power supply for primary injection testing equipment, especially out at remote pump stations?

A: Yes

C. Attachments

Following 10 pages

All other Terms, Conditions, Tables, Charts and Specifications, and Drawings not otherwise changed remain as originally stated or as shown. Acknowledge your receipt of, and compliance with, this Addendum #1 by signing it and submitting it with your Bid, or referencing its receipt and your compliance in your cover letter.

ISSUED BY:

Upper Occoquan Service Authority



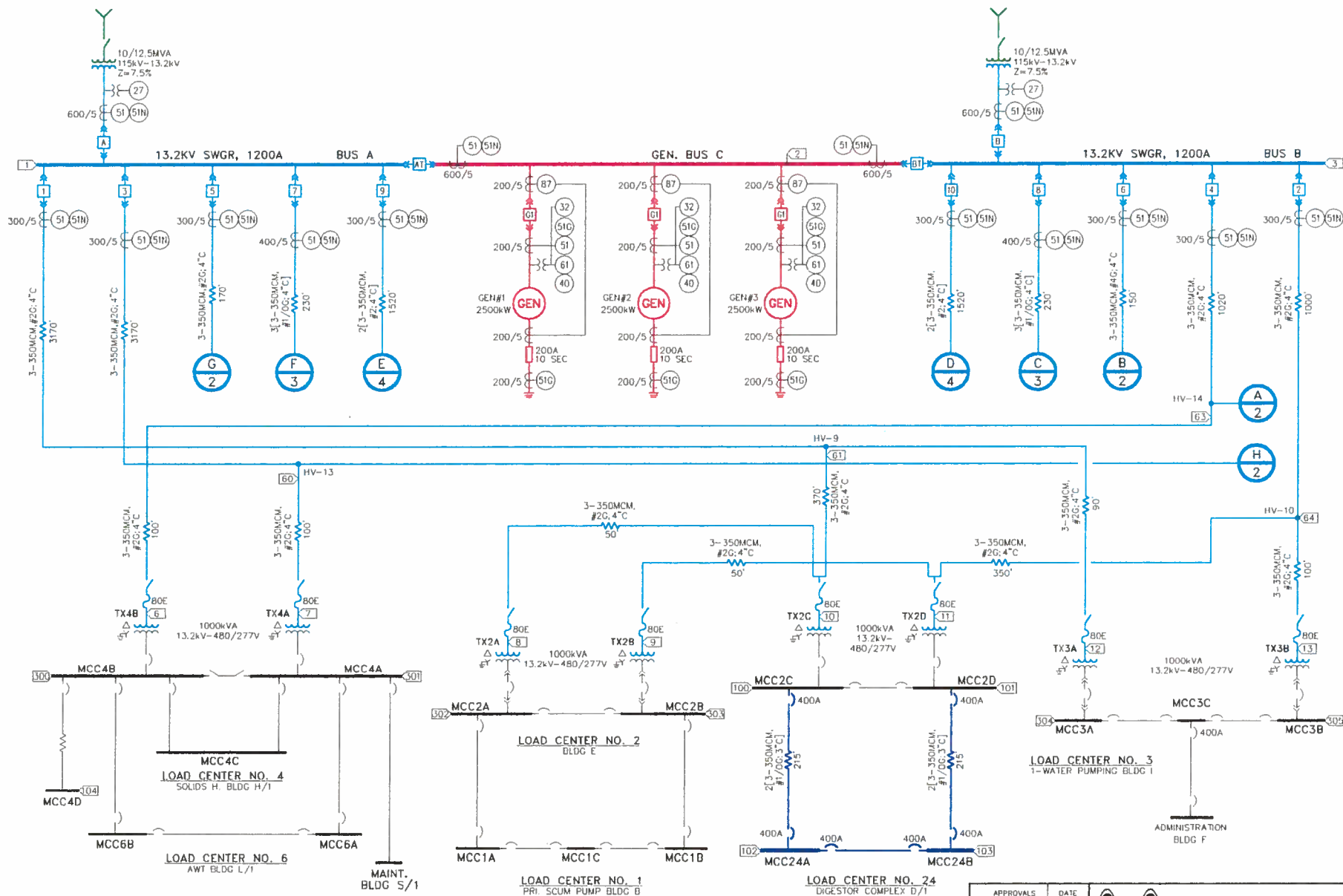
Dustin Baker, Senior Buyer 5/2/2019
Date

ACKNOWLEDGED BY:

Company/Offeror Name

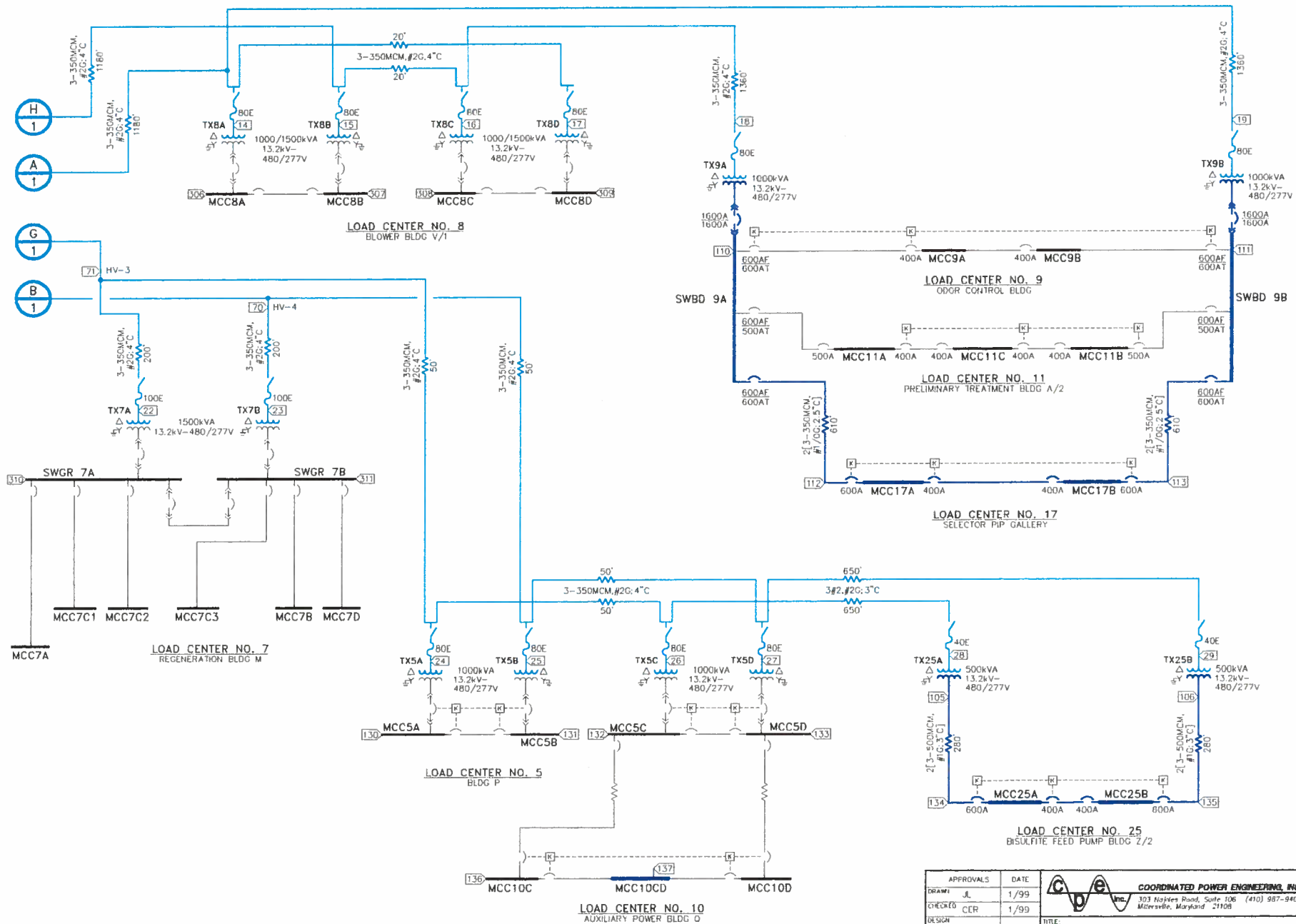
Signature of Authorized Agent Date

Printed/Typed Name



NOTES:
1. SEE SHEET 6 FOR SYMBOL AND COLOR LEGENDS.

APPROVALS		DATE	 COORDINATED POWER ENGINEERING, INC. 303 Noyes Road, Suite 100 (410) 987-9405 Millersville, Maryland 21108
DRAWN		1/99	
CHECKED		1/99	
DESIGN			
This document has been prepared for qualified personnel thoroughly trained in the operation of this system and who understand the necessary safety procedures and hazards associated with this type of system.			TITLE:
UOSA REGIONAL WATER RECLAMATION PLANT CONTRACT 54			
CPE PROJECT NO:	97349	C	SIZE (DRAWING NO): 97349A
SCALE: NONE	CONTRACT NO.		SHEET 1 OF 9



NOTES:

1. SEE SHEET 6 FOR SYMBOL AND COLOR LEGENDS.

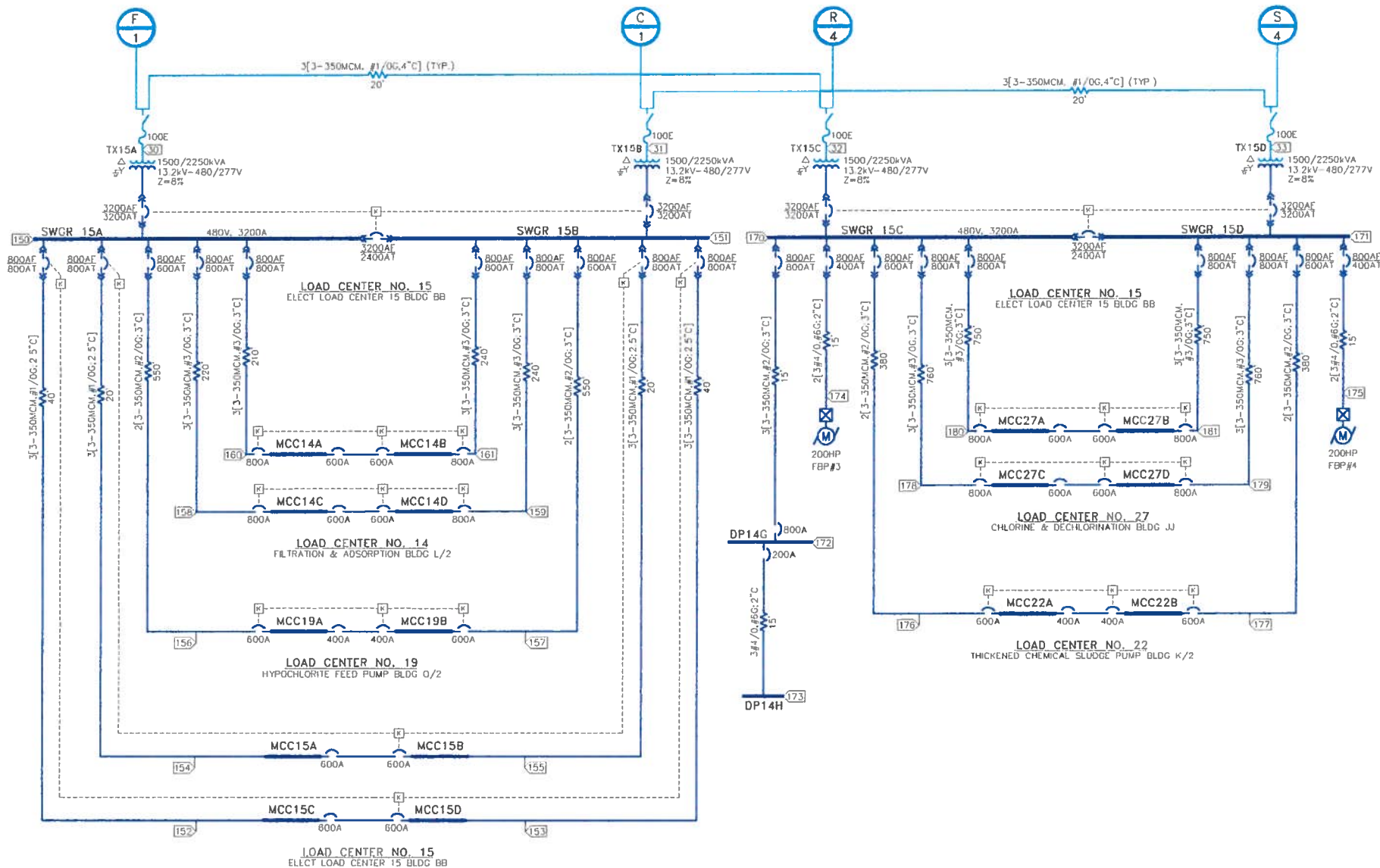
APPROVALS		DATE	
DRAMA	JL	1/99	
CHECKED	CER	1/99	
DESIGN			

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CPE PROJECT NO:		CPE DRAWING NO:		REV	
97349		973498		PEV	
SCALE: NONE		CONTRACT NO:		SHEET 2 OF 9	

COORDINATED POWER ENGINEERING, INC.
303 Holmes Road, Suite 106 (410) 987-9405
Middletown, Maryland 21108

UOSA REGIONAL WATER RECLAMATION PLANT
CONTRACT 54



NOTES:

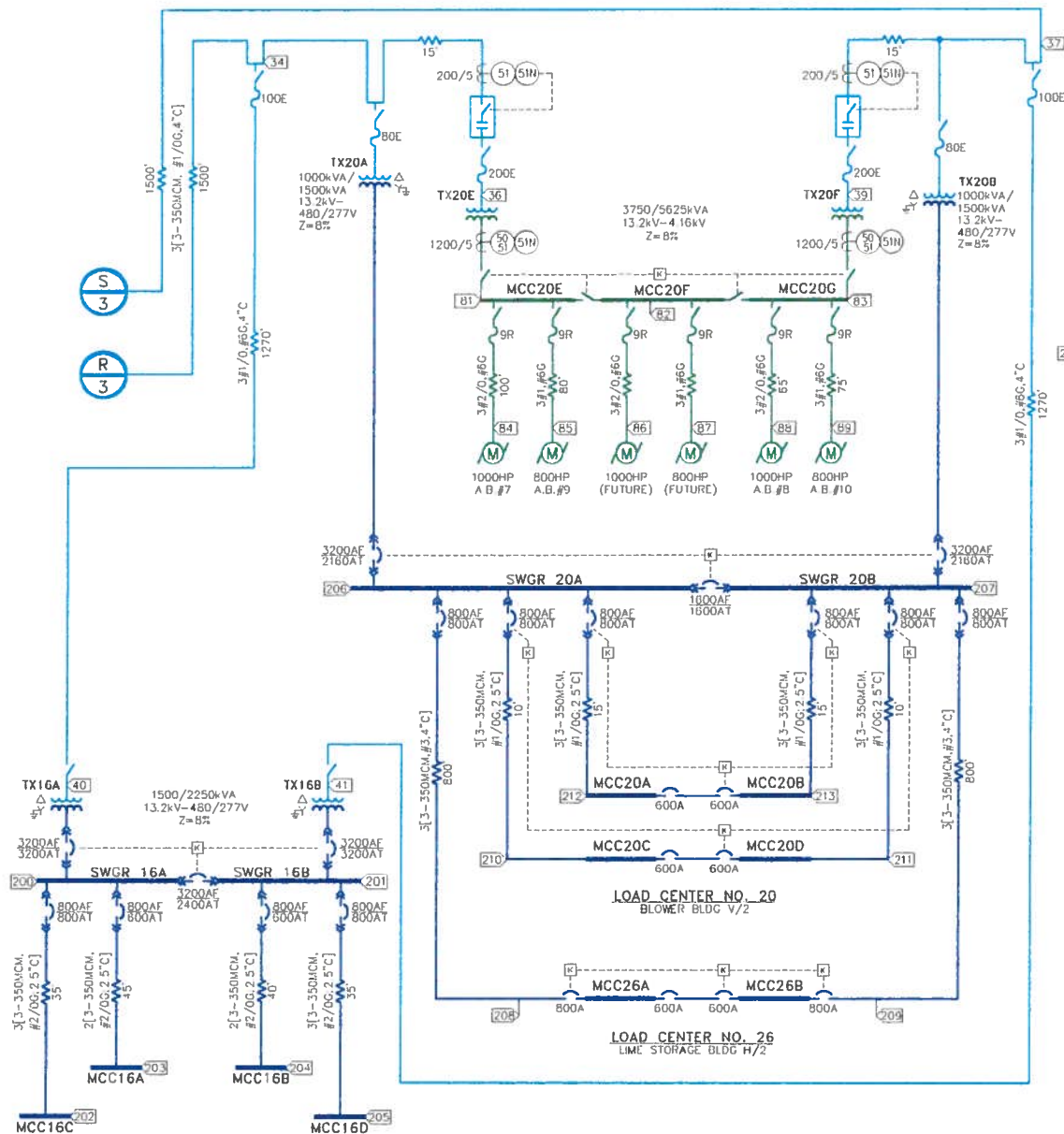
1. SEE SHEET 6 FOR SYMBOL AND COLOR LEGENDS.

APPROVALS	DATE	 COORDINATED POWER ENGINEERING, INC. 303 Nokes Road, Suite 108 (410) 987-9485 Wilmington, Maryland 21108	
DRAWN	JL		1/99
CHECKED	CER		1/99
DESIGN			

This document has been prepared for certified personnel thoroughly familiar with the operation of this system and who understand the necessary safety procedures and hazards associated with this type of system.

TITLE:	
UOSA REGIONAL WATER RECLAMATION PLANT CONTRACT 54	

CPE PROJECT NO.	97349	CPE DRAWING NO.	97349C	REV.	
SCALE:	NONE	COPYRIGHT:	1999	SHEET	3 OF 9



LOAD CENTER NO. 16
THICKFIRMING & SCREENING BLDG D/2

LOAD CENTER NO. 20
BLOWER BLDG V/2


LOAD CENTER NO. 26
LIME STORAGE BLDG H/2

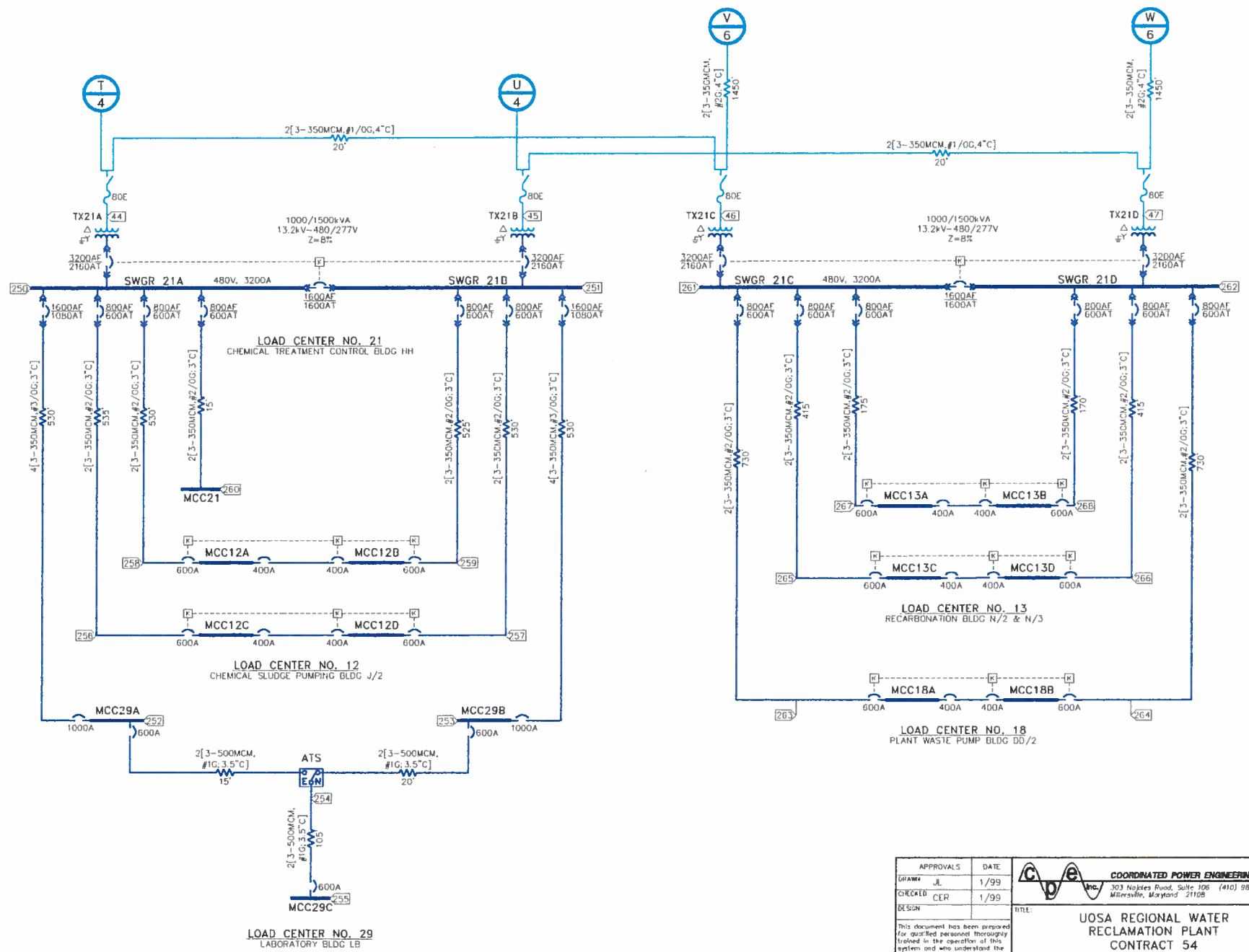
LOAD CENTER NO. 28
MAINTENANCE BLDG S/2

LOAD CENTER NO. 31
OPERATIONS BLDG G

NOTES:

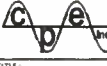
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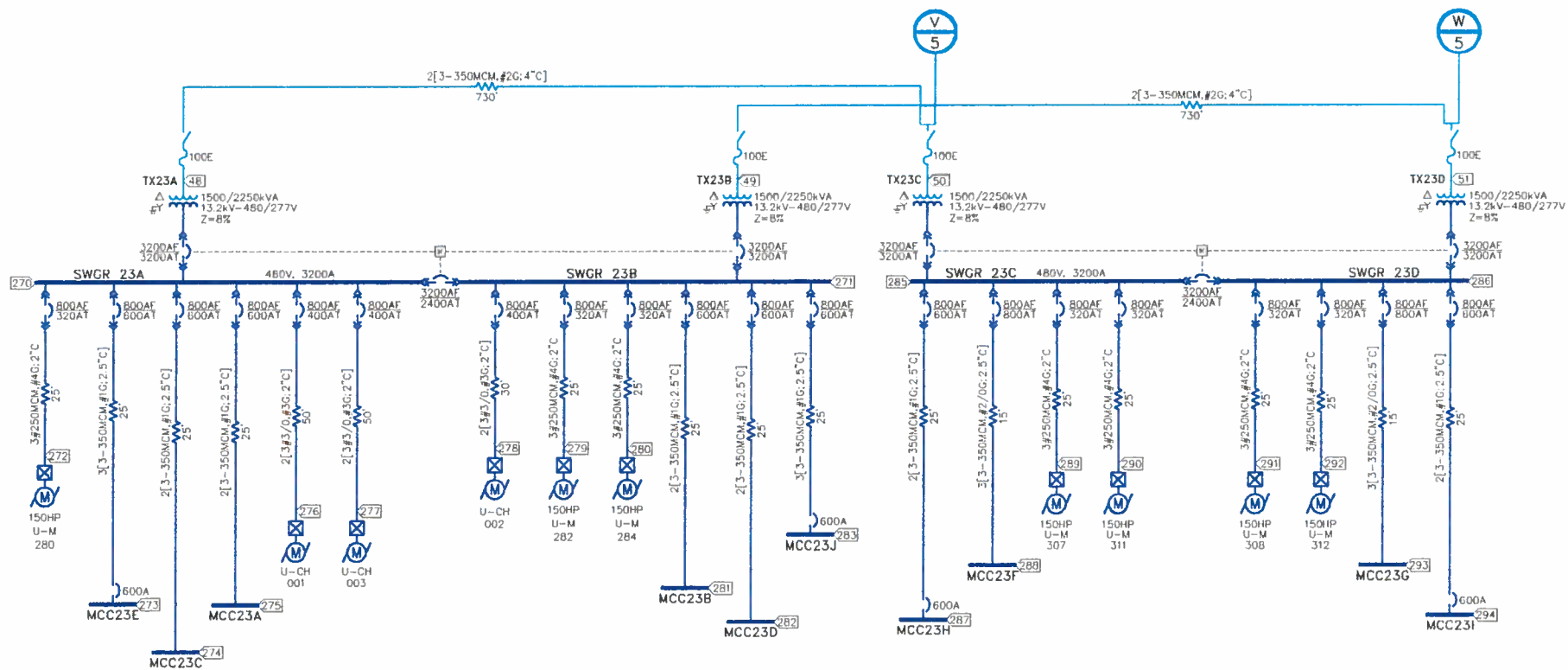
APPROVALS	DATE	 COORDINATED POWER ENGINEERING, INC. 101 Harkers Road, Suite 108 (410) 987-9465 Millersville, Maryland 21108	
DESIGNED BY JL	1/99		
CHECKED BY CER	1/99	UOSA REGIONAL WATER RECLAMATION PLANT CONTRACT 54	
DESIGNED BY			
This document has been prepared for qualified personnel thoroughly familiar with the operation of this system and who understand the necessary safety procedures and hazards associated with the type of system.		SHEET NO. 97349	DRAWING NO. 97349D
SCALE: NONE		CONTRACT NO.	SHEET 4 OF 9



NOTES:

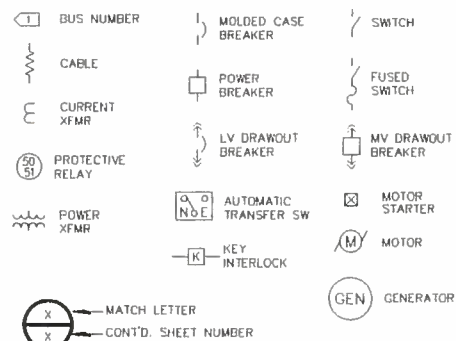
1. SEE SHEET 6 FOR SYMBOL AND COLOR LEGENDS.

APPROVALS		DATE	 COORDINATED POWER ENGINEERING, INC. 303 Naples Road, Suite 106 (410) 987-9405 Millersville, Maryland 21108	
DRAWN	JL	1/99		
CHECKED	CER	1/99	TITLE: UOSA REGIONAL WATER RECLAMATION PLANT CONTRACT 54	
DESIGN				
CPE PROJECT NO:		97349	DRAWING NO:	
SCALE: NONE		CONTRACT NO:		REV
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				SHEET 5 OF 9

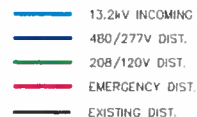


LOAD CENTER NO. 23
DEWATERING & DRYING BLDG U

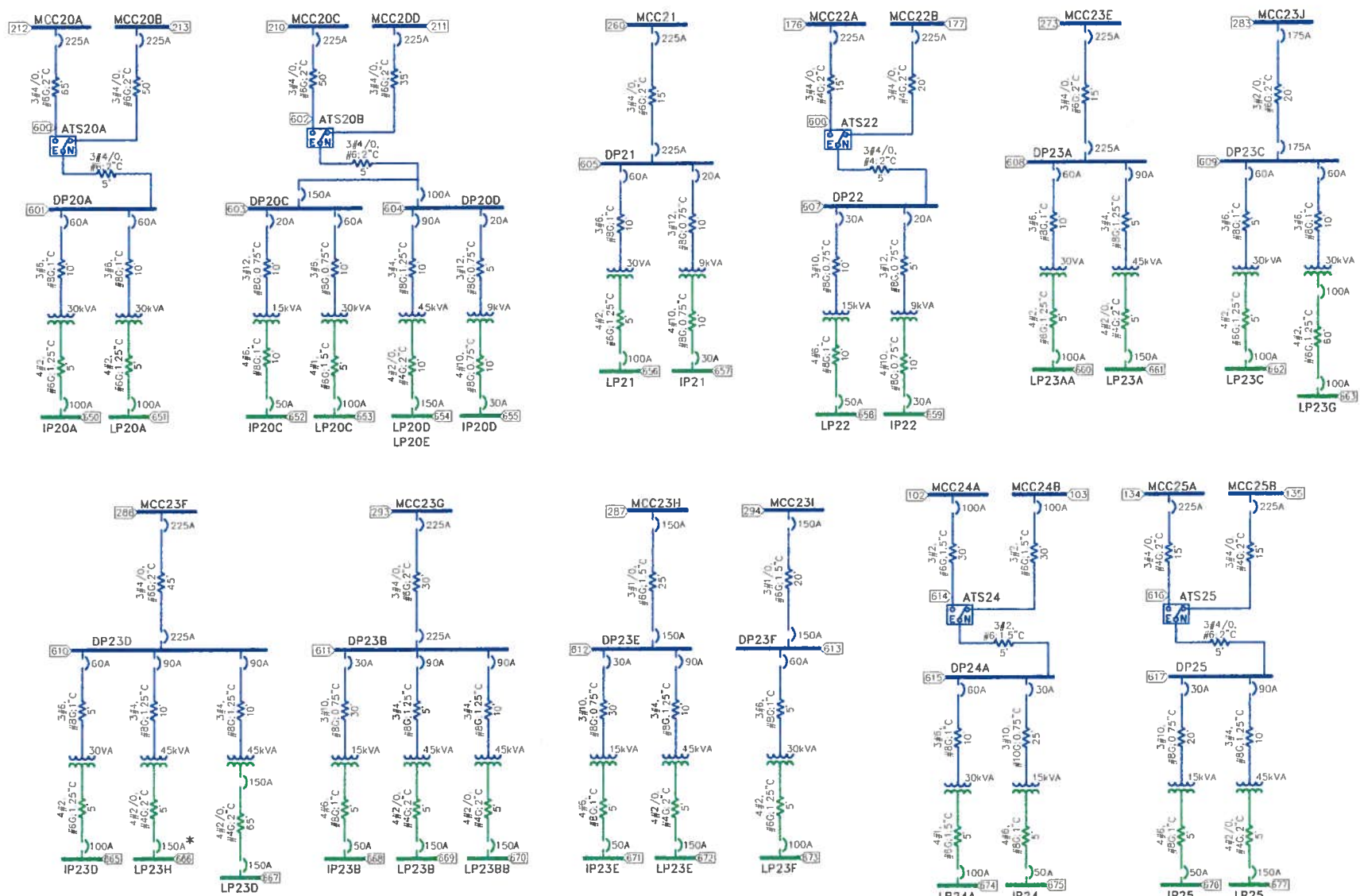
SYMBOL LEGEND



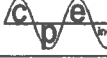
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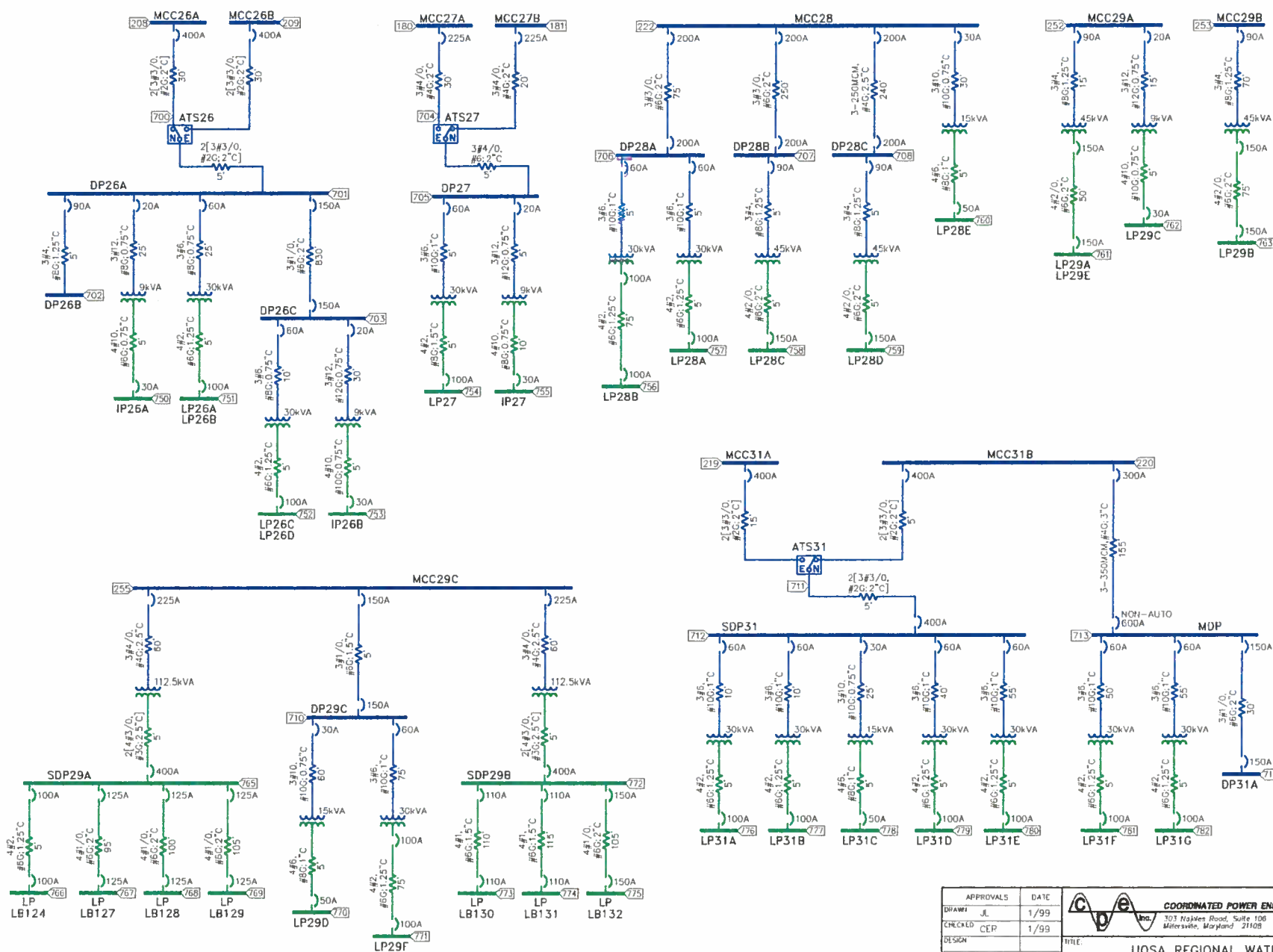


APPROVALS	DATE	<p>COORDINATED POWER ENGINEERING, INC. 303 Nables Road, Suite 108 (410) 987-9405 Millersville, Maryland 21108</p>	
DRAWN	1/99		
CHECKED	1/99	<p>UOSA REGIONAL WATER RECLAMATION PLANT CONTRACT 54</p>	
DESIGN			
<p>This document has been prepared for qualified personnel to be used in the operation of this system and who understand the necessary safety procedures and hazards associated with this type of system.</p>		<p>CPC PROJECT NO.: 97349</p>	<p>DRAWING NO.: 97349F</p>
SCALE: NONE		CONTRACT NO.	SHEET 6 OF 9

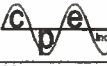


NOTES:
 1. SEE SHEET 6 FOR SYMBOL AND COLOR LEGENDS.
 2. ALL XFMRs ARE 480V-208/120V UNLESS OTHERWISE NOTED.
 3. - SEE RECOMMENDATION #3, PAGE 5-1 OF REPORT.

APPROVALS	DATE	 COORDINATED POWER ENGINEERING, INC. 303 Napier Road, Suite 106 (410) 987-8465 Millersville, Maryland 21108	
DESIGNED BY	DATE		
CHECKED BY	DATE	UOSA REGIONAL WATER RECLAMATION PLANT CONTRACT 54	
DATE	DATE		
PROJECT NO.	SCALE	CONTRACT NO.	SHEET
97349	NONE	97349H	8 OF 9



NOTES:
 1. SEE SHEET 6 FOR SYMBOL AND COLOR LEGENDS.
 2. ALL XFMRs ARE 480V-208/120V UNLESS OTHERWISE NOTED.

APPROVALS	DATE	 COORDINATED POWER ENGINEERING, INC. 303 Naples Road, Suite 106 (410) 987-9465 Millersville, Maryland 21108	TITLE: UOSA REGIONAL WATER RECLAMATION PLANT CONTRACT 54
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CHECKED	1/99		
DESIGN			
This document has been prepared for qualified personnel thoroughly trained in the operation of this system and who understand the necessary safety procedures and hazards associated with this type of system.		CPE PROJECT NO: 97349	REV 97349J
SCALE: NONE		CONTRACT NO:	SHEET 9 OF 9





UPPER OCCOQUAN SERVICE AUTHORITY

INVITATION FOR BIDS # 19-13

Provide Switchgear Preventive Maintenance and Additional Electrical
Maintenance Services

Issued By:

Purchasing Department

UOSA

Administration Building

14631 Compton Road

Centreville, Virginia 20121-2506

Tel. 703-830-2200

Fax. 703-830-5934

E-mail: purchasing@uosa.org

Date Issued:

Friday, April 12, 2019

Optional Site Visit:

Schedule before Deadline for Questions

Deadline For Questions:

Tuesday, April 30, 2019, 5:00 PM

**Bids Must be Received
On Or Before:**

Tuesday, May 14, 2019, 2:00 PM

NOTICE: *Firms who have received this solicitation package from a source other than UOSA's Purchasing Office should immediately contact UOSA's Purchasing Department and provide their name and mailing address in order that amendments to this solicitation or other communications can be sent to them. Firms who fail to notify the Purchasing Office with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.*

TABLE OF CONTENTS

UOSA SOLICITATION DISCLOSURE FORM.....	iii
SECTION 1 - SUMMARY INFORMATION AND SUBMISSION OF BIDS.....	1
1.1 Introduction.....	1
1.2 Objective	1
1.3 Period of Contract.....	1
1.4 Basis of Award.....	1
1.5 Additional Services	2
1.6 Optional Site Inspections.....	2
1.7 New and “True Tested” Equipment.....	3
1.8 Bidder’s Representation	3
1.9 Questions and Communications	3
1.10 Instructions for Submitting Bids	4
1.11 Bid Submittal Requirements.....	4
1.12 Late Bids	4
1.13 Net Prices	4
SECTION 2	6
2.1 Scope of Work	6
2.2 Contractor’s Responsibilities	6
2.3 Motor/Electrical Control Center Equipment Locations and Density Testing	7
2.4 Contractor Requirements	7
2.5 Repair Procedure	8
2.6 Maintenance Specifications and Testing Requirements.....	8
2.7 Written Report Requirements	12
2.8 Field Technical Supervision	12
2.9 Submittals	12
Standard Terms and Conditions	13
ATTACHMENT A: PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA.	25
ATTACHMENT B: SAMPLE CONTRACT.....	26
ATTACHMENT C - BID SUMMARY SHEET	27
ATTACHMENT D –MOTOR/ELECTRICAL CONTROL CENTER LOCATIONS AND DENSITY LIST.....	31

UOSA SOLICITATION DISCLOSURE FORM

IFB Number: **19-13**

IFB Due Date: May 14, 2019

IFB Title: **Provide Switchgear Preventive Maintenance Services**

IFB Due Time: 2:00 PM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Contact Person _____

Address _____

Title _____

Telephone _____

Remittance Address _____

Fax _____

Email _____

Indicate Which: Corporation ☐ Partnership ☐ Sole Proprietor ☐

Minority Owned/Controlled Yes ☐ No ☐ | Women Owned/Controlled Yes ☐ No ☐ | Small Business Yes ☐ No ☐

Organized under the laws of the State of _____

Principal place of business at _____

Following are the names and addresses of all persons having an ownership interest of 3% or more in the Company (Attach additional sheets if necessary)

Name Address

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its submission the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder/offeror is not required to be so authorized.

All bidders/offerors must complete a Proof of Authority to Transact Business in Virginia form (Attachment – A) and must include it, along with any required supporting documentation, with their submission.

Initial here ☐ to indicate that Attachment – A has been completed and included with this submission.

SECTION II – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Section 2.2-3100 et. Seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The bidder/offeror is ☐ is not ☐ aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III – COLLUSION

I hereby certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and may result in fines, prison sentences and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bid and certify that I am authorized to sign for the bidder/offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

This form must be included with your submission

SECTION 1 - SUMMARY INFORMATION AND SUBMISSION OF BIDS

1.1 Introduction

The Upper Occoquan Sewage Authority, doing business as The Upper Occoquan Service Authority (UOSA), is a public body politic and corporate organized under the Virginia Water Authorities Act. UOSA was created by the concurrent actions of its member jurisdictions and chartered by the State Corporation Commission of Virginia on April 1, 1971. The member jurisdictions include the Counties of Fairfax and Prince William and the Cities of Manassas and Manassas Park. UOSA is located in Fairfax County and currently employs approximately 180 individuals. UOSA currently owns and operates an advanced water reclamation plant with a capacity of 54 million gallons per day (“mgd”) and a regional system of interceptor sewer lines, pump stations and force mains that deliver sewage from the four member jurisdictions to the treatment plant

1.2 Objective

- A. The objective of this Invitation for Bid (IFB) is to award a term contract for inspection, testing, and preventive maintenance services of electrical (switchgear) equipment on a lump sum basis for all sites identified herein. The contract shall include a time and materials rate for any repairs required beyond the scope of the Work to be performed. The sites are located at UOSA's main plant in Centreville, Virginia and UOSA's pump stations located in Manassas, Manassas Park, Fairfax County and Prince William County, Virginia. A complete list of UOSA sites and addresses is available in Attachment D. UOSA intends to have equipment serviced (i.e., inspect, test and PM) by location (site) every three years, with approximately 1/3rd of the work performed each year. Selection of sites to be serviced each year will be based on budgetary limitations and urgency of rehabilitation. It is UOSA's goal to spread the total cost of rehabilitation evenly over the three-year period. After contract award UOSA will work with the Contractor to select sites and prioritize work for each Contract period. Work for the first contract year must be completed by June 30, 2014. Work for subsequent years must be completed within the following fiscal year beginning on July 1 of the then current year and final invoice submitted by June 30 of the same fiscal year.
- B. Establish an annually renewable Contract for additional miscellaneous electrical equipment maintenance beyond that described above on a time and material basis. The additional Work may include (but not be limited to) maintenance, testing and replacement services to the following equipment: transformers, motor controls and starters (including molded case breaker and motor starter contact tripping replacement), switchgear, bus and bus bar, power factor correction testing and equipment installation, breaker repair and replacement, cable testing (MEGGER, etc.) as well as general electrical equipment cleaning.

1.3 Period of Contract

The term for any contract resulting from this solicitation shall be for three (3) one (1) year periods from date of execution. UOSA shall have the option to extend the Contract for three (3) additional one (1) year periods, contingent upon availability of funds for the purpose.

Renewal of the Contract will be at the sole decision of UOSA and will be based upon execution of the Contract and work performed during the prior contract year. Renewal will be based on prior performance and acceptance by UOSA of any proposed rate increases as allowed per the terms and conditions contained herein (see Article IV in the Standard Terms and Conditions).

1.4 Basis of Award

- A. UOSA will award a term contract to the lowest responsive and responsible bidder based on the following:
- B. The Total Lump Sum of all switchgear site locations listed as submitted on the Bid Summary Sheet, Attachment C. The Total Lump Sum shall include labor fees for technicians, transportation

to and from the UOSA site as well as Field Technical Supervisors and all other fees associated with the preventative maintenance services described in Section 2.

- C. UOSA reserves the right to award, in addition to the Preventive Maintenance Contract, an annually renewable Contract on a time and materials basis to the successful bidder for additional services and work as described in Section 1.2 above.
- D. UOSA also reserves the right to reject any and all bids, in whole or in part, to waive minor informalities and delete items prior to making the award, whenever it is deemed in the sole opinion of UOSA to be in its best interest.
- E. UOSA reserves the right to seek additional bids from other contractors, assign purchase orders to other contractors, or perform the work using UOSA personnel based on its sole discretion, in consideration of its knowledge and/or evaluation of Contractors' qualification, expertise, capabilities, performance record, availability, cost, delivery time and any other factors as may be pertinent to the project, to the best interest of UOSA.
- F. Due to budgetary constraints it is anticipated that not all of the UOSA sites listed can be serviced during any 12-month Fiscal Year period. However preventive maintenance as described herein for the sites assigned during any contract year must be completed within UOSA's Fiscal Year time-frame which begins July 1st and ends June 30th of each year.
- G. It is UOSA's intent to schedule Preventive Maintenance Services on all buildings listed on a rotating basis. During each 36-month period that the contract is in effect it is anticipated, but not guaranteed, that all sites listed will be serviced one time. UOSA's Project Manager will work with the Contractor to select sites and prioritize work. The number of buildings and the specific buildings to be serviced in any contract year will be limited to actual needs and budgetary constraints. UOSA will be responsible for only the service(s) requested and performed during any contract period.
- H. The contractor shall have the opportunity to adjust prices for site locations after the initial contract period as defined in Article IV of the Standard Terms and Conditions, Price Firm Period and Cost Increases. All price increases must be submitted to the UOSA Project Manager for approval prior to renewal of the contract period.
- I. UOSA also reserves the right to add or delete site locations and/or modify any equipment as deemed necessary to maintain proper operation of the Authority.

1.5 Additional Services

It is UOSA's intent to establish an annually renewable Contract for miscellaneous electrical equipment maintenance and repair beyond that described above on a time and material basis. The additional Work may include (but not be limited to) maintenance, testing and replacement services to the following equipment: transformers, motor controls and starters (including molded case breaker and motor starter contact tripping replacement), switchgear, bus and bus bar, PCB capacitor replacement, power factor correction testing and equipment installation, breaker repair and replacement, cable testing (MEGGER, etc.) as well as general electrical equipment cleaning. Bidder shall provide hourly rate information as required in Attachment C.

1.6 Optional Site Inspections

There will not be a scheduled pre-bid meeting, however, Bidders may schedule an individual meeting prior to the Deadline for Questions in order to tour the facility and inspect the locations where the work will be performed. Additionally the meeting will allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

The site visit and inspection is not mandatory and is not a pre-requisite for submitting bids. However, failure to inspect the site will not relieve the Bidder from the responsibility for ascertaining

conditions at the site and claims as a result of failure to inspect the job site will not be considered by UOSA. UOSA requires that all questions submitted during the site tour be submitted to UOSA Purchasing Department in writing by the (Deadline for Questions) date shown on the cover sheet of this document. All questions will be answered via an Addendum provided to all Bidders who have requested this IFB.

If you wish to schedule a site tour please contact Dustin Baker, dustin.baker@uosa.org or 703-227-0231. The tour must be scheduled prior to the deadline for questions listed on the first page of this solicitation.

1.7 New and “True Tested” Equipment

- A. All equipment furnished under any contract resulting from this IFB shall be factory new, unused equipment.
- B. No Beta items will be accepted. All equipment submitted for consideration shall be “True Tested”, that is: Has been in production and certified for the intended application that the equipment has been designed and has been in use in commercial environments for a period of no less than three (3) years.

1.8 Bidder’s Representation

- A. Each Bidder by submitting and signing its bid represents that: It has read and understands the Bidding Documents and its Bid is made in accordance therewith. Its Bid is based upon all of the materials, labor, systems, freight and equipment required by the Bidding Documents without exception.
- B. Its Bid is based upon all of the materials, systems, and equipment required by the Bidding Documents **without exception**.
- C. The Bidder shall make a careful examination of the project site(s) and equipment to determine accuracy of the Bid documents. During the Optional Site Tour, the Bidder shall become familiar with existing conditions, and shall be satisfied as to the quantity and quality of materials and workmanship required for the Work. UOSA shall not be held responsible for omissions of equipment and materials requiring maintenance. The Bidder is advised to obtain equipment model numbers and to get a general overview of the project being bid. The Bidder shall carefully and thoroughly examine the requirements and specifications of this IFB before submitting a bid.
- D. Pre-Existing Conditions: By submitting a bid in response to this solicitation, Bidders agree that a diligent site survey has been performed. Bidders confirm that the price elements contained in its Bid reflect any and all conditions under which the work must be accomplished. After contract award, any claim based upon conditions that the Contractor should reasonably have discovered during the Site Survey or at the Optional Pre-bid Meeting and Site Tour will not be considered by UOSA.
- E. If required, it has visited the site and has familiarized itself with the local conditions under which the work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents.

1.9 Questions and Communications

All contact between prospective Bidders and UOSA with respect to this solicitation should be in writing through the Purchasing Office. Questions concerning this solicitation are due by the deadline for questions shown on the cover page. Misinterpretation of specifications shall not relieve the Contractor(s) of responsibility to perform. Substantive questions must be submitted in writing via mail, e-mail, fax, etc., to the attention the UOSA Purchasing Department (see contact information on the cover of this document). Questions submitted after the deadline will not be answered. All

properly submitted substantive questions will be responded to in writing, in the form of an addendum to the solicitation. Failure to submit questions or to otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Bidder/contractor.

Communications between prospective Bidders, their agents and/or representatives and any member of UOSA other than as authorized herein, concerning this solicitation are prohibited. In any event and in all circumstances, unauthorized communications cannot be relied upon.

1.10 Instructions for Submitting Bids

The deadline for submitting Bids is shown on the cover sheet. Bidders mailing bids should allow sufficient mail delivery time to insure timely receipt by the Purchasing Department. Bids will be opened in accordance with the provisions of the Virginia Public Procurement Act.

No faxed, emailed or electronic format Bids will be accepted. Bids must be submitted in sealed envelopes or packages, and identified as follows:

From:		
Name of Bidder		Due Date
Street		IFB No.
City, State Zip		IFB Title

1.11 Bid Submittal Requirements

All bid pricing should be submitted on the attached Bid Summary Sheet, Attachment C. By submitting a bid in response to this solicitation, whether on the attached bid submission form or other form, bidder agrees to be bound by the terms, conditions and specifications contained herein along with any addenda to this solicitation. Failure to use the attached Bid Summary Sheet will be at the bidder's risk and peril. If in the opinion of the Purchasing representative responsible for this procurement the bidder failed to provide all necessary information either on the attached form or some other form, the bid shall be declared to be non-responsive.

Bidder shall submit with their Bid the name, address, telephone number and point-of-contact of a minimum of three municipalities or firms, for which the bidder has provided similar services and equipment as specified herein within the preceding 5 years. References may be checked prior to Award. UOSA reserves the right to obtain additional references (including UOSA), either directly through the Bidder or other legitimate sources. UOSA reserves the unilateral right to reject any Bid for which an unacceptable reference is identified (including UOSA).

Bidders shall provide all completed documentation as specified in Section 2.9, Submittals.

1.12 Late Bids

Bids or unsolicited amendments to Bids arriving after the closing date and time will not be considered. Bids received after the bid submission deadline will be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the Bid envelope.

1.13 Net Prices

All bid prices must be net and shall include, **without exception**, all charges that may be imposed in fulfilling the terms of this Invitation and any resulting contract. All bid prices shall be FOB Destination, freight fully prepaid and allowed, subject only to any discounts for prompt payment that

may be provided in this invitation. The prices offered, should they be accepted and a Contract awarded, shall remain firm for the initial contract period. Any future price increases are subject to the terms specified in Article IV - Pricing, Item 4.2 - Price Firm Period and Cost Increases.

End Section 1

SECTION 2

2.1 Scope of Work

The Contractor shall perform inspection, testing and preventive maintenance as described in this section. The Contractor shall also perform minor repairs discovered during the inspection, testing and preventive maintenance phase of all listed equipment, at a time and material cost.

- A. UOSA reserves the right to supply any required repair part from its inventory as may be deemed to be in the best interest of the Authority based on price and availability.
- B. Section 2.4 E, i lists components/parts that UOSA requires to be replaced during the inspection, testing and preventive maintenance phase. This is not an all inclusive list but represents, at a minimum, the type of Work to be performed under any contract awarded as a result of this IFB.
- C. The Contractor shall also perform other repairs (over \$150.00 per cubicle) if approved by the UOSA Project Manager. Costs for these repairs or out-of scope work shall be negotiated between the Contractor and UOSA, approved by UOSA prior to commencement of any Work and be based on hourly rates and material markup as provided on Attachment C, Bid Summary Sheet.
- D. All defective parts are to be turned over to UOSA at the completion of each individual building.
- E. All work shall be performed in accordance with the latest edition of Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems of the InterNational Electrical Testing Association (NETA).

2.2 Contractor's Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this IFB. The use of subcontractors is prohibited unless:
 - i. A request to include a subcontractor is included in the bid and;
 - ii. The Bidder receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties.
- B. Even when properly authorized by UOSA, the use of a subcontractor does not relieve the Contractor of liability under the contract.
- C. The Contractor, at its sole expense, shall be responsible for damage to UOSA and non-UOSA property as a result of its failure to protect such facilities and utilities.
- D. Where the Contractor's Work may cause damage or disrupt existing UOSA property including but not limited to utilities, plant equipment, instrumentation and control systems, etc. the Contractor shall make arrangements necessary for the protection of such property. The Contractor, at its sole expense, shall immediately replace UOSA property removed or damaged by, or at the direction of, the Contractor or any subcontractor to the Contractor. Replacements will be new and current technology unless otherwise provided for in these specifications, or authorized by the UOSA Project Manager.
- E. Contractor shall return all work areas to the same or better condition than prior to start of Work. Contractor must notify the UOSA Project Manager of any area, piece of equipment, etc., that is damaged or not in the same or better condition than prior to start of Work. The Contractor will be responsible for repair, replacement, etc., of any such property, which is within the Contractor's area of responsibility and is found to be in need of repair/service by the UOSA Project Manager. Acceptance shall not occur until all such damages are either repaired or replaced or for which UOSA is reimbursed a fair and reasonable sum as negotiated and agreed to in writing, by the UOSA Project Manager.

- F. The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. The Contractor shall secure the premises as needed. At completion of the work, the Contractor shall remove from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials, and shall leave the area “Broom Clean” and ready for use.

2.3 Motor/Electrical Control Center Equipment Locations and Density Testing

The electrical equipment requiring inspection, testing, preventive maintenance and repairs are listed in **Attachment D - MOTOR/ELECTRICAL CONTROL CENTER LOCATIONS AND DENSITY LIST**. This list contains the name of the Manufacturer of the predominant system components/equipment and the quantity of components/equipment at each site.

2.4 Contractor Requirements

- A. The Contractor is expected to have as part of his inventory and everyday work environment all necessary repair equipment, testing devices, parts and tools needed to perform the work specified herein. The Contractor shall provide all necessary labor, materials, tools, equipment, appliances, parts, appurtenances and transportation necessary to meet the requirements of this solicitation. UOSA shall not be responsible for supplying any of the equipment, testing devices, appliances, etc. necessary to perform the Work specified in this IFB.
- B. To be Responsive to this IFB the Contractor must have in-house capability to perform all services, testing and repairs for the Work described herein. No sub-contractors will be permitted with the exception for special services such as disposal of PCB's.
- C. The Contractor is expected to test all equipment to the Original Equipment Manufacturer's (OEM) Specifications where applicable. Any and all equipment not meeting OEM specifications shall be corrected to meet OEM Specifications. The Contractor is responsible for obtaining the published OEM specifications prior to beginning work.
- D. If the OEM Specifications are not available, the Contractor shall submit to the UOSA Project Manager a written set of specifications to be used for this purpose.
- E. The Contractor shall perform all minor repairs, including all parts, components, supplies and incidentals needed, that are discovered during the inspection, testing and performance of the preventive maintenance phase. The Contractor shall perform other repairs if approved by the UOSA Project Manager.
 - i. Minor Repairs: Repairs that can be performed during the normal inspection, testing and preventive maintenance phase. Minor repairs shall include replacement of defective or worn parts/components and associated incidentals and supplies (burned out indicator lamps, broken lenses, defective switches, defective fuses, defective wiring etc.) that will not exceed \$150.00 per cubicle.
 - ii. Any and all repairs that exceed the \$150.00 limit as described above require a printed report identifying the site, equipment and needed repair(s). Based on the UOSA Project Manager's evaluation, the Contractor will be asked to submit a written quotation for the work, including labor and materials, required to repair the equipment. See Section 2.5 below. No repairs exceeding the \$150.00 limit shall be made until and unless approved by the UOSA Project Manager.
 - iii. The quotation submitted for repair(s) as identified above shall use the labor prices submitted as part of the bid submission and material pricing term submitted on the Bid Summary Sheet.
- F. The Contractor is responsible for securing any and all permits necessary to do the work.

NOTE: All Work must be coordinated with the UOSA Project Manager in order to maintain current plant operations. All hi-pot testing, meggering, and application of test voltages to equipment must be coordinated with the UOSA Project Manager or his designee to prevent injury to UOSA personnel and equipment damage. The UOSA Project Manager and/or his designee will be assigned after award of contract.

2.5 Repair Procedure

The Contractor shall affect minor and/or timely repairs as necessary to restore equipment to service not to exceed \$150.00 per cubicle as described above. Repairs that exceed the \$150.00 limit or repairs that cannot be timely implemented shall be described in a printed report and immediately submitted to the UOSA Project Manager for evaluation. During review of the submitted report by the UOSA Project Manager, the Contractor may be required to identify/duplicate the problem and any testing methods used to isolate the defective item(s) in the presence of UOSA personnel. Based on the UOSA Project Manager's evaluation, the Contractor will be asked to submit a written quotation for the work, including materials, required to repair the equipment. No repair work shall begin on the identified equipment until authorized by the UOSA Project Manager.

- A. Electrical equipment that cannot be calibrated, adjusted or repaired during the preventive maintenance phase due to time restrictions or timely availability of replacement components/parts shall be identified by tagging with a red tag labeled " **DOES NOT MEET OEM SPECIFICATION** " and placed back in service until repairs can be rescheduled and completed. UOSA is responsible for providing the Contractor with the red tags. If equipment is deemed unsafe to operate the unsafe equipment shall be "locked out" of service, tagged and the UOSA Project immediately notified of the situation.
- B. In any and all cases the UOSA Project Manager shall make the final decision to approve, suspend or reschedule repairs that cannot be completed during the testing and preventive maintenance phase or exceed the \$150.00 limit. The Contractor shall not be held liable if the UOSA Project Manager's decision is to reject the Contractor's recommendations or suspend and reschedule identified repairs.
- C. The Contractor shall not be held responsible for any delays caused by UOSA, its contractors or employees.

2.6 Maintenance Specifications and Testing Requirements

The following specifications are not all-inclusive, but represent the minimum work expected to be performed at each site. The Contractor is required to perform all inspections, testing, preventive maintenance, and repairs required to meet minimum published OEM specifications and local and state codes.

- A. Primary 15kV Fused Switches
 - i. Visually inspect and clean compartment.
 - ii. Check, torque as necessary all electrical connections.
 - iii. Check fuse and fuse holder condition.
 - iv. Operate switch, inspect for proper contact, alignment, and contact wear.
 - v. Hi-pot the switch and associated buss and provide test results.
- B. Circuit Breakers (480-15,000 Volt Air Breakers)
 - i. Remove the circuit breaker from its compartment and clean the compartment thoroughly.
 - ii. Inspect the draw out mechanism for friction and binding.
 - iii. Remove, inspect, and clean the arc chutes.

- iv. Clean all interior components with high-pressure air and appropriate electrical cleaning solvents.
- v. Clean, burnish and inspect main contacts for alignment, burning, pitting and tightness; test to insure adequate surface contact, and repair as required.
- vi. Inspect the trip and closing mechanism for friction and wear.
- vii. Lubricate the entire operating and trip and close mechanism.
- viii. Apply appropriate non-oxide grease to contacts as required.
- ix. Reassemble the breaker and measure the contact resistance; adjust contacts if necessary to bring the resistance within allowable tolerance.
- x. Perform an insulation resistance test from each pole to the other two poles and to ground and record the values.
- xi. Manually close the breaker to insure proper operation of the closing and latching mechanisms. Trip breaker manually by way of the mechanical trip button.
- xii. Apply the proper control voltage to the close and trip circuits to operate the breaker several times.
- xiii. Install the breaker into its respective compartment. Adjust the cell mechanism if friction is evident during insertion.
- xiv. Inspect secondary disconnect assembly, auxiliary switches, and associated equipment for signs of pitting or burning and to insure proper contact.
- xv. Test current tripping devices (both instantaneous and time) by applying 300% of their rating and compare to manufacturers' data.

C. Liquid Filled Transformers

- i. Inspect the transformer for leaks, rust, chipped paint, etc.
- ii. Clean bushing and inspect for cracks and chips.
- iii. Inspect all gauges and alarm devices for defects and test operations.
- iv. Test insulation resistance for each transformer winding and between these and ground.
- v. Test oil for dielectric breakdown, color, water content, and acidity.
- vi. Check to ensure venting device is functional and in operating condition.

D. High Voltage Cables

- i. Test each cable by applying appropriate high DC voltage and recording leakage current.
- ii. Check conditions of splices and terminations.
- iii. Wipe and clean all exposed cable, check condition of spacers and insulators.

E. Switchgear and Bus Structure

- i. Clean switchgear interior.
- ii. Remove and visually inspect all associated switches and/or breakers for condition, wear, and operation.
- iii. Check all exposed bus and cable connections for proper tightness and evidence of overheating.
- iv. Clean and inspect all insulators for cracks and chips.
- v. Tighten all bus supports and cable connections, clean and check for condensation damage.
- vi. Inspect and clean all lightning arrestors.
- vii. Adjust, clean, and lubricate disconnect switches.
- viii. Clean and lubricate control switches, auxiliary relays, and associated equipment.
- ix. Calibrate all meters. Provide documentation

- x. Check accuracy of kilowatt-hour meters at encountered loading with 1-hour interval minimum.
- xi. Inspect and clean potential transformer, control power transformers, and current transformers.
- xii. Tighten all ground connections.
- xiii. Check all indicator lamps.

F. Motor Control Center

- i. Clean motor control center interior.
- ii. Measure insulation resistance of all feeder cables being fed from the motor control center, including motor and control circuits, transformers, panelboards, and distribution cables. Provide test results.
- iii. Torque and inspect exposed bus and cable connections.
- iv. Clean and inspect insulators for cracks, chips, and tightness.
- v. Tighten and clean bus supports.
- vi. Inspect and clean lightning arrestors.
- vii. Clean, lubricate and adjust disconnect switches. Ensure that interlocks are in place and functioning.
- viii. Clean, lubricate, and check for proper operation of all control switches, auxiliary relays, and associated equipment.
- ix. Inspect and clean potential transformers, control power transformers, and current transformers.
- x. Tighten all ground connections.
- xi. Disassemble motor starters and inspect contact surfaces for burning and pitting. Redress and refinish surfaces as required. Reassemble and operationally test. Pass current through overload protective devices sufficient to test overload relays for proper operation.
- xii. Test insulation resistance of each bus section, phase to phase, and phase to ground. Record results.
- xiii. Check all indicator lamps

G. Control Wiring

- i. Check for all control wiring terminal blocks and connections for tightness.
- ii. Check all wires for defective insulation and/or gouged wires.

H. Protective Relays

- i. Draw relay out of case and inspect for foreign matter, filings, and other contamination; inspect discs and other moving elements such as targets and contacts for wear, friction, and proper operation; check adequate clearance between moving elements to preclude any friction; clean interiors of relay cases.
- ii. Electrically test relays with current or voltage to meet manufacturers' requirements.
- iii. Check time curves against appropriate current or voltage to insure compliance.
- iv. Reinstall relays and insure connecting wiring is functioning properly.
- v. Check current and potential transformer connections for integrity.
- vi. Keep all relay settings at the as found settings unless requested to change by UOSA. Record all settings as found, and as left.

I. Molded Case Circuit Breakers (200A or Greater and 480V Only)

- i. Inspect case for cracks or other defects.

- ii. Check tightness of connections with torque wrench.
- iii. If the front covering is removable:
 - a. Clean interior components with high-pressure air and electrical cleaning solvent.
 - b. Clean, burnish, and inspect for burning, pitting and tightness all main contacts and electrical connections; test to ensure adequate surface contact and repair as required.
 - c. Inspect trip mechanism for friction and wear.
 - d. Lubricate trip mechanism.
 - e. Apply non-oxide grease to contacts.
 - f. Adjust for proper closure.
- iv. Measure contact resistance.
- v. Operate circuit breaker to ensure smooth operation.
- vi. Perform time-current characteristics test by passing 300% rated current through each pole.
- vii. Determine trip time and record.
- viii. Determine instantaneous pickup current by run-up or pulse method. Clearing time should be within four cycles or less.
- ix. Measure insulation resistance between pole to pole, across pole, and pole to ground.
- x. If the breaker has a shunt trip, apply the proper control voltage to trip the breaker minimum of 2 times.
- xi. Perform an insulation resistance test from each pole to the other two poles and to ground and record the values.
- xii. Recommend replacement/repair of circuit breakers exceeding the test of time-circuit characteristics.
- xiii. Insure instantaneous pickup current levels are within 20% of manufacturers' values.

J. General Purpose Relays

- i. Remove and inspect for foreign matter, pitting, and other contamination.
- ii. Test according to manufacturers' instructions.
- iii. Clean.
- iv. Check wiring and tighten electrical connections.

K. Motor Starters and Cubicles

- i. Inspect contacts for wear, heating and contact.
- ii. Inspect breaker line and load lugs, connection of breaker to bus.
- iii. Check control transformer, correct fuse size, condition, fuseholder condition, and proper grounding.
- iv. Test overload relay for operation and correct element size.
- v. Check operation of all switches and operators.
- vi. Blank off all unused openings in doors.
- vii. Check all indicator lamps.

L. Automatic Transfer Switches

- i. Visually inspect and clean equipment and enclosures.
- ii. Check and tighten electrical connections.
- iii. Test breaker as described in breaker specs.
- iv. Test transfer circuit from Normal to Emergency and return to Normal state.

- v. Test any alarm and status outputs.
- vi. Perform insulation (Megger) tests.
- vii. Record all time delay and other settings as found, and as left.

2.7 Written Report Requirements

The Contractor shall, at the completion of work at each site, furnish to the UOSA Project Manager a complete printed report describing the work performed by the Contractor at the specific equipment site. This report shall include the following by building/station as listed in the UOSA Motor/Electrical Control Center Location and Density List, Attachment D:

- A. Condition of equipment as found. Record all settings.
- B. Results of tests performed.
- C. Repairs made by the Contractor, including list of any parts replaced.
- D. Name(s) of contractor's personnel who worked on equipment identified in report.
- E. Any recommendations relating to changes in settings or other revisions, replacement or upgrades to the equipment.
- F. Photos displaying the completed work if requested by UOSA project Manager

2.8 Field Technical Supervision

The Contractor shall provide, on-site, a fully qualified field technical representative to supervise, instruct, monitor and advise the Contractor's personnel in proper testing processes and procedures. The Contractor's personnel shall have all necessary training, certificates, OEM certifications and experience necessary to perform the work as specified in this IFB. The name/title of the supervisor(s), hourly wage and list of Certifications must be included with your bid. See Section 3.36, Superintendence By Contractor.

2.9 Submittals

The following information shall be included with the bid submittal:

- A. On an attached sheet provide a list of Manufacturer(s) Name(s) of electrical equipment on which Bidder is authorized and trained to provide service.
- B. On an attached sheet provide a list of Bidder's current equipment, test equipment, tools and materials to be used for this project.
- C. Name, title, hourly rates, certifications of Field Supervisory personnel in the space provided on the Bid Summary Sheet. (see Section 2.8)
- D. On an attached sheet, provide a listing of all employee job titles, hourly rates and certifications that will be required for Switchgear Preventive Maintenance Work identified in this IFB.
- E. Provide any and all pertinent employee certifications that may be required for Switchgear Preventive Maintenance Work as described in Section 1.2 A.
- F. Provide a copy of Bidder's written safety program.
- G. The completed UOSA Solicitation Disclosure Form (located just after the table of contents)
- H. The completed Proof of Authority to Transact Business in the Commonwealth of Virginia form (Attachment A)
- I. References (see Section 1.11)
- J. Completed Bid Summary Sheet, Attachment C, signed and dated.

End Section 2

STANDARD TERMS AND CONDITIONS

[Non-Construction]

The following Terms and Conditions establish requirements and conditions governing responsibility, policy, and procedures under the Contract Documents that apply during the performance of the Contract and Warranty Period. Additional requirements and conditions appear in other Contract Documents. The Contract Documents may be modified only in writing, signed by the Owner.

ARTICLE I

DEFINITIONS

Whenever used in this solicitation or in the Contract Documents, the following terms have the following meanings, which are applicable to both the singular and plural and the male and female gender thereof:

- 1.0 Acceptance:** UOSA's acceptance of any Phase or of the Project as a whole from the Contractor upon confirmation from the Contract Manager and the Contractor that the Phase or the Project as a whole is totally complete in accordance with the Contract requirements and that all defects have been eliminated. Final Acceptance is UOSA's written determination that the Work (excluding Warranties) is complete. Final Acceptance is confirmed by the making of Final Payment of the Contract Price for the affected Phase or for the Project as a whole including any Change Orders or other modification thereto. Contractor is responsible for all Work until Final Acceptance.
- 1.1 Bidder:** The individual or business entity who or which submits a Bid or a Proposal to the RFP or IFB. Interchangeable with "Offeror".
- 1.2 Change Order:** A written modification to the Contract affecting Contract Price or Contract Time, or both, signed by both parties. A Unilateral Change Order is a Change Order issued by UOSA establishing a modification when the parties cannot agree on a Change Order, with the right reserved to the Contractor to initiate a claim if the parties are unable to agree on the disputed terms. Any modification to the Contract affecting Contract Price or Contract Time shall be made only by Change Order or Unilateral Change Order.
- 1.3 Contract:**
 - A. "The Contract" is the written agreement of the parties, and shall be deemed to incorporate the Contract Documents covering the performance of the Work and the furnishing of services, labor, materials, Equipment, incidental services, tools, and equipment for the performance of the Work. It shall be deemed to include Supplemental Agreements amending or extending the scope of the Work contemplated and which may be required to achieve Acceptance and Final Acceptance or both. The Contract, as so defined, represents the entire and integrated agreement between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, both written and oral.
 - B. References to the "executed Contract" or the "signed Contract" refers to that portion of the Contract signed by parties. An example of the executed Contract is provided as Attachment B. For Projects under \$50,000 and where specifically noted therein, a Purchase Order may take the place of the executed Contract.
 - C. The Contract may be modified only in writing signed by the Owner. The Contractor recognizes that no representative or agent of Owner has any authority to modify the Contract Documents in any other manner, express or implied. The Contractor agrees that it shall not rely upon or in any way assert the occurrence of any modification of any Contract Document other than in writing signed by the Owner and waives any right or ground to do so.
- 1.4 Contract Documents:** The Contract Documents consist of the Invitation for Bid ("IFB") OR the Request for Proposal ("RFP"), a signed copy of the Bid Form OR Proposal (including drawings and submittals and excluding any terms and conditions contrary or in addition to those in the RFP unless specifically agreed to in writing as a Supplemental Condition), the signed Contract, the Payment Bond (if any), the Performance Bond (if any), the Terms and Conditions, the Supplemental Conditions, and shall include all modifications of any of the foregoing incorporated by Addenda into the Contract Documents prior to execution of the Contract, and all Supplemental Agreements or Changes to the Contract Documents made subsequent to execution of the Contract.
- 1.5 Contract Manager:** The UOSA employee designated for purposes of oversight of the Contract and the Work. The Contract Manager is the Owner's authorized representative for all aspects of the Contract after Contract Award. UOSA may also designate a Technical Representative for routine coordination with the Contractor. The Contract Manager and the Technical Representative, if any, should be identified in the executed Contract. However, any change to the Contract affecting the Contract Price or the Contract Time is not effective and has no force and effect unless and until signed by the UOSA Executive Director or, in the absence of the Executive Director, UOSA Deputy Executive Director, or designee.
- 1.6 Contract Price:** The total compensation to be paid the Contractor for performance of all requirements of the Contract Documents. Any provision of the Contract Documents which imposes any responsibility or performance obligation upon the Contractor shall be deemed to include the phrase "within the Contract Price." Any claim or request by the Contractor for additional compensation for any reason shall be deemed to be a claim for modification of the Contract Price and must be submitted in strict accordance with the Disputes clause.
- 1.7 Contract Time:** The time within which the Contractor is required to achieve Acceptance, and thereafter to achieve Final Acceptance, of the Work. The Contract Time is of the essence of the Contract.
- 1.8 Contractor:** The person or persons, partnership, firm, joint venture, or corporation submitting a Bid or Proposal for the Work contemplated.
- 1.9 Notice:** The term "Notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall mean a written communication delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to the party who gives the Notice. Notice to the Owner shall be given at the office of the Owner's Contract Manager. Notice is effective upon receipt. Communications by email shall not satisfy any Notice requirements of the Contract Documents except as may be provided specifically.

- 1.10 Notice to Proceed:** A written Notice given by the Owner to the Contractor establishing the date on which the Contract Time will commence and on which the Contractor shall be authorized to begin the Work. The execution of a Task Order or the issuance of a Purchase Order shall operate as a Notice to Proceed for the Work included in that document.
- 1.11 Offeror:** The individual or business entity who or which submits a Bid or a Proposal to the RFP or IFB. Interchangeable with “Bidder”.
- 1.12 Owner:**
- A. Owner means the Upper Occoquan Sewage Authority, also known as Upper Occoquan Service Authority, and referred to by the acronym “UOSA”, whose address is 14631 Compton Road, Centreville, Virginia, 20121-2506 (telephone number 703-830-2200). The Executive Director of the Upper Occoquan Sewage Authority shall have the authority to act on behalf of the Upper Occoquan Sewage Authority for all purposes under this Contract, and in the absence or incapacity of the Executive Director, the Deputy Executive Director shall have all powers and authority of the Executive Director. The Executive Director may designate a Contract Manager for purposes of over-sight of the Contract and the Work.
 - B. UOSA is a public body politic and corporate organized under the Virginia Water and Waste Authorities Act and subject to the Occoquan Policy. UOSA was created by the concurrent actions of the governing bodies of Fairfax County, Prince William County, the Town of Manassas (now the City of Manassas), and the Town of Manassas Park (now the City of Manassas Park) and was chartered by the State Corporation Commission of Virginia on April 1, 1971. UOSA was formed to acquire, finance, construct, operate and maintain facilities for the abatement of pollution resulting from sewage in its service areas in order to protect water quality in the Occoquan Watershed.
 - C. UOSA currently owns and operates an advanced water reclamation plant and a regional system of interceptor sewer lines, pump stations and force mains that deliver sewage from the four member jurisdictions to the treatment plant.
- 1.13 Partial Utilization:** The terms “or a defined portion thereof,” “Partial Utilization,” “Owner’s Partial Utilization,” “defined portion of the Work,” “Owner’s use of portions of the Work,” or words of similar import when used in the Contract Documents shall be deemed to mean such portion of the Work as may be designated by the Owner in its sole discretion as having achieved that degree of completion which will permit the Owner to take over and commence the use and operation thereof prior to Acceptance of all Work. Such determination as to a defined portion of the Work so as to permit Owner’s Partial Utilization shall not affect the determination of either Acceptance or Final Acceptance of the Work as a whole, which is understood to be indivisible, nor shall such determination have any impact on the obligation of the Owner to assess and deduct Liquidated Damages for failure to achieve Acceptance of the Work.
- 1.14 Project:** The term “Project” shall be synonymous with the term “the Work.”
- 1.15 Proposal:** The response by an Offeror to the RFP.
- 1.16 Subcontractor:** Any party, entity, or enterprise of any sort other than the Contractor providing labor or services to the Project pursuant to any agreement or arrangement with the Contractor.
- 1.17 Supplemental Agreements:** Written agreements covering alterations, amendments, or extensions to the Contract and include Change Orders and Unilateral Change Orders.
- 1.18 UOSA:** Upper Occoquan Service Authority, interchangeable with “Owner.”
- 1.19 Work:** The word “Work” within the Contract Documents shall include all services, material, labor, equipment and tools, Equipment, appliances, machinery, transportation, appurtenances, bonds, insurance, and all related costs necessary to perform and complete the Contract, and any such additional items and costs not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated or as required by industry practice, custom or usage to provide a complete and satisfactory deliverable system, structure or product in strict compliance with all requirements of the Contract Documents. Work means the same as “Project”.

ARTICLE II

THE CONTRACTOR REPRESENTATIONS AND OBLIGATIONS

- 2.0 Arrearage:** By submitting a Bid or Proposal in response to this IFB or RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing UOSA, the Commonwealth of Virginia, or any public body within Virginia. Said representation shall include the payment of taxes and employee benefits. Offeror further agrees that it shall make diligent effort to avoid becoming in arrears during the term of the Contract.
- 2.1 Collusion:** By submitting a bid or a proposal, Offeror represents that such bid or proposal is submitted without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without improper collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. All Bidders are required to sign the included UOSA Solicitation Disclosure Form that is included at the beginning of the Solicitation document. (Disclosure form must be filled out in its entirety.)
- 2.2 Compliance with Laws:** The Offeror/Contractor hereby represents and warrants that:
- It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under the Contract including, but not limited to the Virginia Procurement Act;
 - It shall obtain at its expense, all regulatory and professional licenses, business licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Contract; and

The Offeror shall include in its bid or Proposal the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Any Offeror that fails to provide this required information shall not be entitled to a Contract Award.

- 2.3 Contractor's Responsibilities:** The Contractor shall be responsible for all Work required by this solicitation. The use of Subcontractors is prohibited, without prior written consent from UOSA. Any consent to use Subcontractors, shall not relieve the Contractor of liability under the Contract.
- 2.4 Debarment Status:** By submitting a Bid or a Proposal, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia (or any other Virginia public body) from submitting Offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.
- 2.5 Drug-free Workplace:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
- 2.6 Duration of Bids/Proposals:** Bids/Proposals shall be valid for a minimum of 90 days following the deadline for submitting bids. If an award is not made during that period, all offers shall be automatically extended for another 90 days. Bids/Proposals will be automatically renewed until such time as either an award is made or proper notice is given to UOSA of Bidder's/Offeror's intent to withdraw its bid/proposal. Bids/Proposals may only be canceled by submitting written notice at least 15 days before the expiration of the then current 90-day period.
- 2.7 Employment Discrimination:**
- A. By submitting their bids or proposals, Offerors certify to UOSA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, and where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4310 of the Virginia Public Procurement Act.
- B. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 4. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every Subcontract or purchase order over \$10,000.00, so that the provision will be binding upon each Subcontractor or vendor.
- 2.8 Employment of Aliens:** It shall be the responsibility of the Contractor to comply and to require compliance by others on the Project with all federal, state and local laws dealing with employment of aliens, including, but not limited to, the requirements and prohibitions provided in the Immigration and Nationality Act (INA) of 1952, as amended, and the Immigration Reform and Control Act (IRCA) of 1986, as amended, which control employment of unauthorized aliens. By entering into a Contract with UOSA, Contractor represents that it does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien.
- 2.9 Ethics in Public Contracting:** Contractor hereby certifies that it has familiarized itself with the following provisions of the Virginia Code, and that all amounts received by it pursuant to any Contract or Task Order Awarded to it are proper and in compliance therewith: Section 2.2-3100 et. seq., the State and Local Government Conflict of Interests Act; Section 2.2-4367 et seq., Ethics in Public Contracting; Section 18.2-498.1 et seq., Virginia Governmental Frauds Act; and Articles 2 (Section 18.2-438 et seq.) and 3 (Section 18.2-446 et seq.) of Chapter 10 of Title 18.2.
- 2.10 Examination of Records:** The Offeror agrees that in any resulting Contract, either UOSA or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting Contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all Contract(s), Task Order(s) or Purchase Orders awarded pursuant to this solicitation, or until audited by UOSA, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by UOSA or its representative(s). UOSA will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.
- 2.11 Independent Contractor:** The Contractor shall perform or cause to be performed all Work under the Contract as an independent contractor and shall not be considered either an agent or employee of the Owner or of the Engineer.
- 2.12 Permits and Inspections (where applicable):**
- A. The Contractor shall obtain and provide any and all required permits from the appropriate local authority.

- B. The Contractor shall be responsible for scheduling all inspections and performing all work necessary for testing and inspections as required by any and all authorities having jurisdiction during the course of Work.

2.13 Safety Program and Contractor's Compliance (where applicable): If applicable to this contract:

- A. The Contractor shall comply with all applicable Federal, State, and local safety programs, regulations, standards, and codes, to include though not limited to:
1. The Virginia Uniform Statewide Building Code;
 2. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes);
 3. Virginia Department of Health (VDH) regulations;
 4. Virginia Department of Environmental Quality (DEQ) regulations;
 5. Virginia-OSH (VOSH) regulations, and
 6. National Electric Code (NEC).
- B. The Contractor shall have a current written safety program, that complies with all applicable OSHA and VOSH standards for General Industry regulations, and if required, a written Permit Required Confined Space Entry Program that complies with VOSH Standard Confined Space Entry Standard 1910.146. A copy of these programs shall be provided to the Purchasing Manager with the Contractor's general safety program not later than seven days after contract award and before beginning Work.
- C. If the Work requires working in a confined space, the Contractor shall utilize only personnel trained for confined space entry and shall provide all entry equipment including atmospheric test equipment.
- D. Contractor's employees shall wear hard hats and steel toe shoes while working in all applicable areas.

2.14 Superintendence by Contractor (where applicable):

- A. The Contractor shall have a competent Superintendent, satisfactory to UOSA, to oversee the progress of the Work. The Contractor shall be responsible for coordinating all portions of the Work except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Contract Manager, in writing, of any proposed change in Superintendent including the reason therefore prior to making such change.
- B. The Contractor shall at all times enforce strict discipline and good order among the workers on the project. The Contractor shall not employ on the Project any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, UOSA or UOSA's separate Contractors and their subcontractors.
- C. UOSA may, in writing, require the Contractor to remove from UOSA property, any employee UOSA deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

2.15 UOSA Drug and Alcohol Policy: The Contractor shall be subject to follow this UOSA Policy at all times while on UOSA premises.

A. Drugs or Alcohol and the Job:

The nature of the Work of UOSA requires that the highest standards of safety be maintained for the public, employees and Contractors working at UOSA. The use of drugs, i.e., controlled substances or alcohol while on the job or working while under their influence poses a threat to that health and safety.

B. Guidelines for Drugs and Alcohol:

All employees and Contractors are required to work with faculties unimpaired. Therefore, the use or possession of drugs or alcohol while on UOSA premises is strictly prohibited. Working or reporting to work in a condition that would prevent the employee or Contractor from performing his duties in a safe or effective manner for any reason also is prohibited. Any illegal substances will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

Employees or Contractors undergoing prescribed medical treatment with a controlled substance are required to advise their supervisor, contract administrator and/or the UOSA safety officer of such treatment. Prescribed use of controlled substances as a part of a medical treatment is not necessarily grounds for disciplinary action. However, where such use adversely affects an employee or Contractor's ability to perform his or her job safely and effectively, alternative work assignment or other appropriate action will be employed.

C. Detection of Drugs or Alcohol:

As a part of its program to prevent the use of controlled substances and alcohol that affect the workplace and in the event of an accident or any incident where safety rules have been or appear to have been violated, employees or Contractors involved or responsible may be required to undergo a urine test or other method for the purpose of detecting the use or presence of controlled substances or alcohol. In addition, where a supervisor, contract administrator or safety officer has reason to believe that an employee or Contractor may be drug or alcohol impaired, he or she may require the employee or Contractor to submit to such testing. The cost of any such testing required for a Contractor will be charged to that Contractor or deducted from payments to the Contractor. An employee's or Contractor's refusal to submit to a urine or other test or to cooperate with UOSA's effort to eliminate drugs or alcohol in the workplace may be grounds for disciplinary action, including termination of employment or contract.

2.16 UOSA Smoking Policy: The Contractor shall be subject to follow this UOSA Policy at all times while on UOSA premises.

Purpose:

The purpose of the UOSA smoking policy is to maintain UOSA as a safe and smoke-free environment for everyone.

Policy:

Because of the numerous potentially flammable solids, liquids, and gases encountered in UOSA operations. With limited exceptions smoking must be prohibited in the UOSA workplace.

Smoking is prohibited inside the security fence of the Plant and all Pump Stations except in the following Plant locations:

- patio area on the east side of the Laboratory Building;
- patio area north of Building H/1;
- the immediate area at the south entrance to Building S/2;
- the east side of X/1;
- the north side of D/2; and
- the east balcony off the 2nd floor of Building U.

Employees may smoke in the patio area on the east side of Building F.

The public will be allowed to smoke on the west side of Building F.

The users must keep all smoking areas clean. Failure to do so may result in the loss of the smoking privileges. Trash receptacles and cigarette disposal receptacles will be provided at each approved location. The responsibility of emptying the receptacles rests with the users.

Other Non-UOSA Sites:

Contractor shall obey all nonsmoking rules and regulations when performing work for UOSA on non UOSA premises. It is the responsibility of the Contractor to identify these prohibited areas and inform its employees that smoking is not allowed in specified restricted areas.

- 2.17 Vehicle Operation Compliance:** Vehicles being driven on UOSA property must comply with the posted speed limit, stop and yield signs. Operators found in non-compliance will be asked to leave UOSA property. The Contractor may be required to replace the offenders with new personnel if deemed to be in the best interest of the Authority by UOSA's Safety Officer.

ARTICLE III

CONTRACT TERMS

- 3.0 Contract Changes / Change Orders:** No verbal agreement or conversation with any officer, agent or employee of UOSA either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the Terms and Conditions or any other change affecting Contract Price or Contract Time, or both, shall be valid or binding upon UOSA unless made in writing in the form of a Change Order and signed by UOSA's Executive Director or Deputy Executive Director, or designee.

In any event and in all circumstances, the Contractor shall be solely liable and responsible for, and UOSA shall be under no obligation to pay for, any Contract changes or deviations made without first receiving a Written Change Order to deviate from the Contract.

Changes can be made to the contract in any of the following ways:

1. By mutual agreement between the parties in a written Change Order.
2. By UOSA issuing a Unilateral Change Order ordering the Contractor to proceed with the work. Any claim for an adjustment in Contract Price under this provision must be asserted by Notice to the UOSA Contract Manager. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Unilateral Change Order or with the performance of the Contract generally.

- 3.1 Contract Documents Precedence:** The Contract to be entered into as a result of this solicitation shall be by and between the Offeror as Contractor and UOSA. The Contract Documents shall include the following items, which are listed in order of precedence:

1. Supplemental Agreements, with the most recent having precedence,
2. Fully executed Task Orders, (if applicable)
3. The fully executed Contract
4. The Terms and Conditions
5. The RFP or IFB and any Addenda to the IFB or RFP,
6. The Offeror's Bid or Proposal (including any drawings and submittals), and excluding terms and conditions that are not expressly agreed to in writing by UOSA in a Supplemental Agreement.

Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect.

The intent of the Contract Documents is to describe a functionally complete Project to be performed in accordance with the Contract Documents. Any services, material, labor, equipment, tools, Equipment, appliances, machinery, transportation, appurtenances, bonds, insurance, and all related costs that may reasonably be inferred from the Contract Documents as being required to produce the intended

result shall be deemed to be part of the Work whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe any portion of the Work, such words shall be interpreted in accordance with that meaning. The words “will” or “shall” are used interchangeably and denote mandatory, non-discretionary conduct or intent.

By submitting an Offer or Bid in response to this solicitation, the Offeror agrees to all Terms and Conditions and to the Specifications contained in the RFP or IFB, unless and except as otherwise noted as an exception in the Offeror’s Bid or Proposal. Any terms and conditions that the Offeror proposes to use must be submitted as part of the Bid or Proposal (unless otherwise specifically noted in this solicitation or otherwise required in accordance with Virginia law) but shall not be deemed accepted terms agreed to by the Owner unless and until those terms are incorporated expressly into the Contract by Supplemental Agreement or by Change Order signed by both parties. Terms and conditions submitted by an Offeror after the required submission date will not be considered for incorporation into the terms of the awarded Contract.

Terms and conditions submitted by an Offeror after the required submission date will not be considered for incorporation into the terms of the awarded Contract.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the Work, are of the essence.

3.2 Default: The Contractor may be deemed by the Owner to be in default of the Contract if the Contractor:

1. abandons the Work or a defined portion thereof; or
2. persistently or repeatedly fails or refuses to perform the Work or a defined portion thereof; or
3. persistently or repeatedly fails to make prompt payment to Subcontractors for material or labor; or
4. persistently or repeatedly disregards laws, ordinances, or regulations; or
5. fails to prosecute the Work either in a timely manner or in conformance with the Contract Documents; or
6. neglects or refuses to remove and replace at its own cost Work rejected by the ; or
7. is otherwise in breach of the Contract.

3.3 Delays:

- A. The Contractor shall not be responsible for delays caused by UOSA, its agents, or other contractors under contract with UOSA. To the extent that the Contractor is unable to proceed with timely performance due solely to the actions or inactions of UOSA, its agents, employees or such other contractors, the Contractor shall be granted an extension to the performance schedule equal to the documented amount of time the Contractor was prevented from performing work, so long as the Contractor submits a Notice of Claim to UOSA at the time the delay begins or within seven (7) days thereafter if the resulting delay was not reasonably foreseeable. This Notice is condition precedent to the assertion of any claim for additional time or compensation.
- B. Any claim for an extension of time for a delay for any cause, shall be made by filing a Notice of claim with the Owner at the time the delay begins or within seven (7) days thereafter if the resulting delay was not reasonably foreseeable. The Notice of claim for any delay shall be submitted in duplicate, in writing, and shall state the circumstances of the occurrence, the justification for the delay and for the extension of time, and provide the estimated duration of the delay and of the time extension requested.
- C. Within seven (7) days after the delay has ceased, the Contractor shall give written Notice to the Owner of the actual date of the cessation of the delay and the anticipated time extension. Within twenty (20) days after the delay has ceased, the Contractor shall submit a written statement of the actual time extension requested as a result of the claimed delay which shall include all documentation and supporting information for such claimed delay required by the Contract Documents.
- D. The Contractor shall be entitled to an extension of time for delay caused by any act or any neglect of the Owner, the Engineer or by any separate contractor employed by the Owner; or by strikes, lockouts, fire, insurrection, war, acts of public authorities, lightning, hurricane, tornado, flood, abnormal and unusually severe weather as defined above, or for any delays arising as a result of the occurrence of any physical conditions, subsurface conditions or soil conditions which may be encountered in the prosecution of the Work and which, in the exercise of reasonable care and due diligence in the investigation and analysis of all information available, should not have been foreseeable, anticipated, or indicated; or by any other cause which in the opinion of the Owner is entirely beyond the expectation and control of and arises without the fault or negligence of the Contractor. Entitlement to such extension of time shall, however, be subject to all limitations on claims for delay set forth in the Contract, and shall be conditioned upon strict compliance with all Notice and submission requirements imposed by therein. The Contractor shall be entitled to an extension of time for such causes only for the number of days of delay which the Owner may determine to be due solely to such causes and then only to the extent that such occurrences actually delay the Acceptance of the Project or defined portions thereof. ***If the delay is not due solely to such causes but also is due concurrently to causes for which the Contractor is not entitled to an extension of time, the Contractor shall not be entitled to an extension of time for such period of concurrent delay.*** Any request for extension of time shall, to the extent that such information has not been included in any previously submitted Time Impact Analysis, as may be required by the Specifications, be accompanied by detailed documentation of what specific schedule activities were affected, when they were affected and for what duration, as well as what actions the Contractor took to eliminate or mitigate the extent of the delay. Provided, however, compliance with this requirement shall not be in lieu of, nor result in any extension of, the submittal requirements for a Time Impact Analysis as required by Specifications.

3.4 Disputes:

- A. In any case where the Contractor deems it is due additional compensation beyond the Contract Price, the Contractor shall give written Notice of such claim to the Owner at the time of the discovery of the occurrence of the event giving rise to the claim and before beginning any Work on which the claim is based. Such Notice shall identify itself as a Notice of claim, shall state the circumstances of the occurrence, shall specify the additional work contemplated as being required, shall state why such work is not already included within the scope of the Contract Documents, and to the extent reasonably foreseeable shall estimate the anticipated amount of the claim. If the Owner declines to consent to a Change Order and directs the Contractor to proceed with such Work, then the Contractor shall so proceed and within ten (10) days after completion of the Work for which additional compensation is claimed

shall submit in writing to the Owner an itemization of the actual additional compensation claimed. Strict compliance with these provisions shall be a condition precedent to the assertion of any claim, and any claim for additional compensation not presented as required in this provision shall be barred. Compliance with such requirements, however, shall not create any presumption of the validity of such claim.

- B. The Owner will make the final decision on all requests for additional compensation or an extension of Contract Time. Within ninety (90) days after the Contractor files its itemization of the actual amount of additional compensation claimed, the Owner shall present the Owner's final written decision to the Contractor as to whether any additional compensation should be paid. A written decision by the Owner within the stated time shall be a condition precedent to the institution of any judicial claim for relief by the Contractor. The Owner's written decision shall be final and conclusive unless the Contractor institutes appropriate judicial appeal within six (6) months of the date of the decision by the Owner. In the event the Owner has not rendered a decision on a claim for additional compensation or extension of Contract Time within the specified time frame after submission of such claim as provided herein, the claim shall be deemed denied and the Owner's final decision shall be deemed to have been issued on the last day of the specified time frame after submission of the claim. In the interest of compromise, the Owner may, but is not required to, consider further submissions by the Contractor related to a claim after a final decision on a claim, but no such actions by the Owner shall in any way affect or extend the effective date of the Owner's final decision on the claim.
- C. If the Owner agrees to pay additional compensation in response to such claim, payment shall be made in accordance with or pursuant to such Supplemental Agreement as may be reached between the Owner and the Contractor.
- D. The Contractor shall comply with all directions and decisions of the Owner or Owner's agent (if applicable) and shall proceed diligently with performance of the Contract and with any disputed work pending final resolution of any claim or dispute, whether for additional compensation or extension of time. "Final resolution" as used throughout the Contract Documents shall mean the conclusion or exhaustion of all judicial proceedings.
- E. If the Contractor at any time determines the Owner to be in material breach of the Contract, the Contractor shall provide Notice of claim thereof to the Owner within seven (7) days of the occurrence the Contractor deems to constitute such material breach. Such Notice shall specify the precise occurrence(s) of such material breach. The Contractor's continuing performance under the Contract, after giving such Notice of claim, including but not limited to receiving moneys thereunder, shall constitute an election to waive such material breach and to confirm the continued existence of the Contract.
- F. No payment or partial payment on any claim shall be made prior to final resolution of such claim.
- G. All matters of dispute must be resolved either to the mutual satisfaction of the Owner and the Contractor or by final resolution as a condition precedent to the Owner's obligation to make final payment for the Work to the Contractor.
- H. The Contractor shall make no claim against any officer, agent, or employee of the Owner for, or on account of, any act or omission to act in connection with the Contract, and hereby waives any and all rights to make any such claim or claims.
- I. If additional compensation and/or extension of time is granted as to any claim, the same shall be incorporated in a Change Order to the Contract. The Contractor shall not be entitled to recover interest on any amounts claimed to be due from the Owner which are the subject of a good faith dispute by the Owner which are paid by the Owner within thirty (30) days following the final resolution of such dispute.
- J. The terms "claim" and "dispute" are used interchangeably in the Contract Documents and either shall mean any request by the Contractor for compensation in excess of that to which the Owner agrees, for a time extension in excess of that to which the Owner agrees, or for any other relief beyond that to which the Owner agrees.
- K. For any judicial proceedings arising from or related to the Contract Documents, the Contractor and the Owner hereby consent to exclusive venue and jurisdiction in the Circuit Court of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia (Alexandria Division).
- L. Failure of the Owner to require compliance with any term or condition of this Contract shall not be deemed a waiver of such term or condition, or a waiver of the subsequent enforcement thereof, including but not limited to the Owner's claim for a subsequent material breach of Contract.
- M. Failure by the Contractor to comply with any condition precedent to a claim provided by the Contract Documents shall be an absolute bar to such claim.

3.5 Examination and Verification of Contract Documents: By executing the Contract, the Contractor confirms that it has thoroughly examined and become familiar with all of the Contract Documents; that it has determined the nature and location of the Work; the general and local conditions; the availability and competence of labor; the availability of equipment, materials, supplies, and Equipment, and all other matters which can in any way affect the Work under the Contract. Failure to have made any examination necessary for these determinations shall not release the Contractor from any of the obligations of the Contract nor be grounds for any claim based upon unforeseen conditions. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of the Contract Documents.

3.6 Indemnity:

- A. To the maximum extent permitted by law, the Contractor shall indemnify, save harmless and defend UOSA, or any employee of UOSA, against liability for any suits, actions, or claims of any character whatsoever, whether in tort, contract or other remedy, arising from or relating to the performance of the Contractor or its Subcontractors under this Contract. This indemnification obligation shall include but not be limited to attorneys' fees and other costs or fees commonly associated with litigation.
- B. UOSA does not agree to indemnify the Contractor for any reason, or to "hold harmless" the Contractor or others for any matters relating to this Contract or for performance or non-performance of work hereunder.

- C. The Contractor shall be responsible for its Work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
- D. The Contractor shall immediately notify the Contract Manager of any claim or suit made or filed against the Contractor or its Subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and shall keep UOSA reasonably informed of the status of such claim. The Contractor will cooperate, assist, and consult with UOSA in the defense or investigation of any suit or action made or filed against UOSA as a result of or relating to the Contractor's performance under this Contract.

3.7 Insurance: The Contractor shall, during the continuance of all work under the contract provide and agree to maintain the following:

- A. General Insurance Requirements: Before commencing work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to UOSA to cover loss or liability arising out of the Work. All insurance policies must be from insurers authorized to conduct business within Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- B. Workers' Compensation and Employers' Liability Insurance: The Contractor shall obtain Statutory Workers' Compensation Insurance covering injury to employees of the Contractor while performing work within the scope of their employment and Employers' Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
- C. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include UOSA as an additional insured and shall provide at a minimum the following:

General Aggregate Limit	\$1,000,000
(Other than Products-Completed Operations)	
Products-Completed Operations Aggregate Limit	\$ 500,000
Personal & Advertising Injury Limit	\$ 500,000
Each Occurrence Limit	\$ 500,000
- D. Business Automobile Liability Insurance: This insurance shall apply to any auto, including all owned, hired and non-owned vehicles, covering Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident.
- E. Professional Liability Insurance, Errors & Omissions: This insurance shall be written on a "claims made" basis, and shall be provided to UOSA during the course of the Project and continuing for at least three (3) years after completion of construction. Minimum coverage amount \$1,000,000.
- F. Certificates of Insurance: The Contractor shall provide UOSA with a certificate of insurance evidencing the required coverage before commencing with the work. Insurance certificates shall provide that UOSA be notified at least 30 days prior to any change or cancellation of the said insurance policies.

3.8 Latent Defects: No failure on the part of either the Owner to discover and either to condemn or reject Work which does not comply with the intent and requirements of the Contract Documents shall be construed to imply acceptance thereof. The Owner reserves and retains all of its rights and remedies at law or in equity against the Contractor for correction of any and all defective or nonconforming Work whenever discovered, whether before, during or after the Warranty Period.

No tests or inspections conducted by the Owner or others shall relieve the Contractor of its obligations to execute the Work in strict compliance with the requirements of the Contract Documents and to correct defective or nonconforming Work not initially identified by the Owner or others at the time of tests or inspections but discovered subsequently.

3.9 Liquidated Damages: Should the Contractor fail to achieve Acceptance or Final Acceptance of the Work within the periods of time required by the Contract Documents, the Contractor shall reimburse the Owner for the additional expense and damage incurred by the Owner as a result thereof for each calendar day that the Work, or any defined portion thereof, remains uncompleted. The parties hereby agree that the damages to the Owner for the continued expense of completion of the Work and on account of the value of the operation of the facilities which are dependent upon such completion are anticipated to be substantial but are not readily ascertainable. It therefore is agreed that the amount of such additional expense and damage incurred by the Owner by reason of a failure to complete the Work within the required times shall be the per diem rates stipulated in the Contract Documents. It is expressly understood and agreed that these amounts are not to be considered in the nature of a penalty, but as Liquidated Damages. The Contractor hereby waives any defense as to the validity of any Liquidated Damages under the Contract as they may appear on the grounds that such Liquidated Damages are void as penalties or are not reasonably related to actual damage. The Owner shall deduct from funds otherwise due the Contractor Liquidated Damages which have been assessed. In the event more than one ground for assessment of Liquidated Damages as provided by the Contract Documents exists concurrently, such grounds shall be deemed to be independent and all applicable Liquidated Damages shall be deducted cumulatively.

3.10 Ownership of the Work: Upon Final Acceptance, UOSA shall own all the Work, including, but not limited to, all technologies, materials, software and processes provided under this Contract, except as specifically agreed to by the parties in a Supplemental Agreement prior to the performance of that portion of the Work that the Contractor does not intend to turn over ownership to UOSA. The presumption is that all Work will become UOSA's property with UOSA's ability to exercise control and access to all portions of the Work.

The Contractor, shall indemnify and hold harmless UOSA, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor.

If the Contractor uses any design, device, or materials covered by letters, patent, copyright, or licenses, all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work are included in the Contract Price.

3.11 Right to Accept Defective or Nonconforming Performance: If any part or portion of the Work shall prove defective or nonconforming or otherwise not in accordance with the intent and requirements of the Contract Documents, the Owner, at its sole discretion, shall have the right and authority to accept such Work and make such deductions in the payment therefore as may be just and reasonable. The Owner shall be under no obligation to accept any defective or nonconforming Work.

3.12 Site Safety and Access:

- A. UOSA shall have the right to deny access to the Site, or require the Contractor to remove from the Site, any individual who has exhibited violent, abusive, threatening, negligent, careless, or dangerous behavior or conduct.
- B. UOSA may limit, restrict, or prohibit access to areas of the Site on a permanent or temporary basis. When access to such restricted areas is required by the Contractor to perform the Work, the Contractor shall obtain permission from the UOSA Contract Manager and shall comply with such conditions or limitations to access as may be imposed by the UOSA Contract Manager.
- C. UOSA may restrict parking or require parking permits for vehicles to be brought onto the plant. The Contractor shall be responsible for arranging transportation for its personnel to reach the job sites from whatever parking area is provided by UOSA.

3.13 Termination:

For Convenience:

The Owner may terminate performance of the Work under the Contract for its convenience in whole, or from time to time in part, whenever the Owner determines that such termination is in the best interest of the Owner.

Upon receipt of such Notice of Termination, the Contractor shall immediately, to the extent of the termination:

stop Work;

place no further subcontracts or orders for materials or services;

transfer title and deliver to the Owner all materials and Equipment for which the Owner has made payment or will make payment pursuant to this Article, and turn over to the Owner all complete or partial Drawings, releases, information, manuals and other such documentation related to such materials and Equipment;

assign to Owner all Subcontracts as designated by Owner to be assigned and terminate all other subcontracts; and

commence demobilization and removal of operations from the Site (if applicable).

The Owner will pay all reasonable costs associated with the Contract that the Contractor had incurred up to the date of Termination and reasonable demobilization costs. However, the Contractor shall not be reimbursed for any profit and/or overhead that had not been earned up to the date of termination.

For Cause:

If the Contractor is in default, written Notice of such default shall be given to the Contractor. If the Contractor does not cure such default within ten (10) days following such Notice, the Owner may:

1. terminate the Contract by written Notice;
2. withhold further payment to the Contractor until satisfactory performance has resumed;
3. transfer the obligation to perform the Contract from the Contractor to the Surety (if any);
4. take over the Work as a whole or that portion of the Work which has been improperly performed or not timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor. Any such action by the Owner shall not prejudice any warranty rights of the Owner nor any rights of the Owner under the Contractor's Payment Bond or Performance Bond (if any) or general Virginia law. Provided, however, the Owner may so proceed without such Notice if an emergency or danger to the Work or the public exists; and/or
5. all finished or unfinished Work provided by the Contractor shall, at the Owner's option, become the Owner's property.

Upon determination of the damages resulting to the Owner as a result of Contractor's default, if the amount due Contractor for Work properly performed prior to Contractor's receipt of Notice of Termination exceeds the Owner's damages, the Owner shall pay such excess to the Contractor. If the damages to the Owner exceed the amount due Contractor for Work properly performed prior to Contractor's receipt of Notice of Termination, the Contractor shall pay such excess to the Owner.

The Owner may avail itself of any other legal remedy to protect its interests and recoup its damages.

If the Contractor is sold, bought, goes bankrupt, or goes into receivership, the Owner reserves the right to terminate for cause.

The Owner may cancel this solicitation at any time and for any reason prior to execution of the Contract

3.14 Time is of the Essence: All time limits stated in the Contract Documents, including but not limited to the time for completion of the Work, are of the essence.

- 3.15 Virginia Freedom of Information Act- Disclosure of Information:** As a public body, the Owner is subject to the Virginia Freedom of Information Act and its records are public records except as defined in that statute. Any information which the Contractor deems to be confidential or proprietary shall be marked by the Contractor in accordance with the Virginia Freedom of Information Act. No separate non-disclosure agreement will be provided.
- 3.16 Warranty:** The Contractor shall warrant that, unless otherwise specified, all Materials and Equipment incorporated in the Work under the Contract shall be new, in first class condition, and in strict accordance with the Contract Documents. The Contractor further shall warrant that all Workmanship shall be of the highest quality and in strict accordance with Contract Documents and shall be performed by persons qualified at their respective trades.

Warranty Period. All warranties and guarantees against any defect in the Work, including materials, equipment and parts, shall apply from the date of Acceptance of the Work and shall continue for a period of one (1) year thereafter.

All warranties set forth in the IFB or RFP or in any other Contract Document are separate and independent from and in addition to any of the Contractor's other guarantees or obligations in any Contract awarded as a result of this solicitation.

In addition to the foregoing warranties, Contractor shall warrant that (1) the Work performed and materials to be supplied are fit and sufficient for the purpose intended; (2) the Work performed and the materials supplied are merchantable, of good quality and free from defects, whether patent or latent, in material or workmanship; and (3) the Work performed and the materials provided conform to the Specifications of the solicitation. To the extent that Contractor engages Subcontractors or Vendors, Contractor shall ensure that all Subcontractors and Vendors provide these same warranties to the Owner. Such Subcontractor or Vendor warranties shall not be in lieu of or otherwise relieve Contractor of its warranty obligations as stated in this solicitation or in any Contract Document.

Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" are not waived and are a mandatory part of this solicitation and any ensuing Contract.

Work not conforming to any warranty shall be considered defective.

The Contractor hereby agrees to make at its expense, all repairs or replacements necessitated by defects or non-conformities in the Work, including Materials, Equipment and Parts, and to pay for any damage to other work resulting from such defects or non-conformities which become evident at any time prior to the expiration of any applicable Warranty Period or such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents or otherwise provided. Defects or non-conformities which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Work to an extended Warranty Period of one (1) year from the date upon which such defect or nonconformity was fully remedied or from the date of Final Acceptance, whichever is later. The Contractor must submit to the Owner a written certification that the item of defective or nonconforming Work has been corrected. Un-remedied defects or non-conformities identified for correction during the Warranty Period but remaining after its expiration shall be considered as part of the obligations of the warranty.

No tests or inspections conducted by the Owner, its Engineer or others shall relieve the Contractor of its obligations to execute the Work in strict compliance with the requirements of the Contract Documents and to correct defective or nonconforming Work not initially identified by the Owner, the Engineer or others at the time of tests or inspections, but discovered subsequently.

The Contractor further shall assume responsibility for a similar warranty for all Work provided by Subcontractors, Manufacturers or Manufacturers/Suppliers.

The Contractor shall agree to hold the Owner harmless from liability of any kind arising from damage due to said defects or non-conformities.

The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor after receipt of written demand for repair from Owner fails to make or complete the repairs and replacements within fourteen (14) days, or within such lesser time as in the opinion of the Owner may be necessary to avoid serious impairment to the operation of the facilities or to prevent a threat to health or safety, or if the Owner otherwise has a reasonable grounds to determine that the Contractor will not perform the Work in question, the Owner may perform such repairs or replacements and the Contractor shall be liable for the cost thereof. Any condition of such urgency that in the opinion of the Owner immediate corrective action is required may be remedied by the Owner without prior Notice to the Contractor, and the Contractor shall be liable for the cost thereof. Any such corrective action taken by the Owner shall be without prejudice to the Contractor's warranty obligations as set forth herein, which shall remain in full force and effect as if such corrective measures had been taken by the Contractor. In addition to the extension of the Warranty Period otherwise provided in this Article, the Warranty Period of any Work item requiring repair shall be extended by the number of days in excess of fourteen (14) days following written demand for correction required to accomplish the repairs to the satisfaction of the Owner. Any repetitive Equipment malfunction identified within the Warranty Period shall remain under warranty until it has been fully corrected and has performed without malfunction for one full year.

ARTICLE IV

PAYMENT

- 4.0 Acceptance of Final Payment Constitutes Release:** The acceptance by the Contractor of final payment shall release the Owner and the Engineer, as representative of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and from every act of the Owner and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from obligations under the Contract Documents.
- 4.1 Payment:** Invoices: Invoices for completed Work shall be submitted by the Contractor directly to the payment address shown on the Purchase Order/Contract. Invoices shall show the Owner's Purchase Order or Contract number and either the social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and are subject to review and approval by the Owner's Contract Manager.

Partial Payments: Requests for partial payments or advance payments must be submitted as part of the Bid or Proposal along with a justification. The Owner reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder/Offeror must waive the requirement in order to remain in consideration.

Refunds: If the Contractor is declared to be in default, the Owner will be eligible for a full and immediate refund for payments made to the Contractor.

4.2 Price Firm Period and Cost Increases (if applicable):

A. Bid/Proposal Prices:

Pricing shall be firm and fixed as originally bid/proposed and accepted. Contract pricing for additional materials, options, accessories, labor (including subcontractors), etc., will be firm and fixed for the initial 12-month contract period. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item. All charges shall be included in the price bid on the Bid Summary Sheet or provided as a Cost Proposal in response to an RFP. Any provision of the Contract Documents which imposes any responsibility or performance obligation upon the Contractor shall be deemed to include the phrase 'within the contract price'.

B. Annual Increases for Labor, Materials and Maintenance:

1. After the first year (and any year thereafter), contract prices may not be increased by more than the Cost of Living as indicated in the Consumer Price Index – Urban (i.e., “CPI-U”) for the calendar month ending two months before the expiration month of the then current contract year.
2. Increases based upon factors other than the CPI (e.g., Force Majeure, etc.) may be submitted when and, as they occur providing that sufficient detailed supporting documentation is included with the request. The Owner reserves the right to reject any such request or negotiate a mutually agreeable price.
3. The Owner reserves the right to periodically check market pricing for similar services. Based upon those findings the Owner reserves the right to require the Contractor to enter into negotiations to arrive at pricing consistent the competitive marketplace. Failure to arrive at acceptable contract pricing may result in cancellation and rebid the contract.

4.3 Prompt Payment:

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the Owner for work performed by any Subcontractor(s) under the Contract:
 1. The Contractor shall pay its Subcontractor(s) or for the proportionate share of the total payment received from the Owner attributable to the work performed by the Subcontractor under that contract; or
 2. Notify the Owner and any Subcontractor(s), in writing, of his intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- B. Bidders shall include in their bid submissions either: (i) if an individual Contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- C. The Contractor shall pay interest to the Subcontractor(s), on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Owner for work performed by the Subcontractor under the Contract, except for amounts withheld as allowed under A above.
- D. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of .10% percent per month.
- E. The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.
- F. A Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Owner. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

4.4 Release of Liens and Claims (where applicable): The Contractor hereby acknowledges and agrees that the Owner is an agency of the Government and as such its property is immune from mechanic's liens. The Contractor hereby waives any and all mechanics' rights it may purport to have, and agrees that it shall neither file nor assert any such lien claim.

As a condition precedent to final payment for the Work, the Contractor shall sign and deliver to the Owner a release of liens and claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limiting the generality of the foregoing, all payrolls, amounts due to subcontractors, accounts for labor performed and materials and equipment furnished, incidental services liens, and judgments.

ARTICLE V

DELIVERY

5.0 Default: In case of default by the Contractor, or failure to deliver the supplies or services ordered by the time specified, the Owner, after due notice (oral or in writing), will cure the failure by procuring the items ordered from other sources and hold Contractor responsible for any excess cost occasioned thereby.

5.1 Discounts: If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material/service, whichever is later.

5.2 **Strict Adherence to Contract Documents:**

- A. Goods or Services delivered must be strictly in accordance with the Contract Documents and shall not deviate in any way therefrom. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, they shall remain the property of the vendor and the order shall be considered as not received.
- B. Contractor shall provide the exact quantities specified on this order. The Owner will not pay for overages and if delivered the Owner will – at its sole option and discretion – either return the additional quantities to the seller, at the seller’s risk and expense, or accept the additional quantities at no additional cost to the Owner.

5.3 **Taxes and Freight:**

- A. Deliveries against this order must be free of excise or transportation taxes.
- B. All prices unless otherwise specified are F.O.B. Destination, Freight Prepaid and Allowed.

ARTICLE VI

MISCELLANEOUS TERMS

- 6.0 **Assignment of Interest:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same.
- 6.1 **Cooperative Procurement:** Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity to enter into a contract for the services described and defined herein, with the successful Bidder/Offeree.

Except for contracts for professional services, a public body may purchase from another public body’s contract even if it did not participate in the procurement process if the procurement was designated as a cooperative procurement to which other public bodies may participate. This is such a cooperative procurement. However, the Contractor is under no obligation to participate with other public bodies.
- 6.2 **Equal Opportunity:** The Upper Occoquan Service Authority does not discriminate against any bidder or offeror in the solicitation or awarding of contracts because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment
- 6.3 **Governing Law:** Notwithstanding Offeror’s submitted terms and conditions to the contrary and without regard to conflicts of law principles, the solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia.
- 6.4 **Hard Hat Area:** Contractor’s employees shall wear hard hats while working in areas designated as hard hat areas by the Owner’s Safety Officer.
- 6.5 **Hours of Operation and Holidays:** The Owner’s typical work schedule is 8:00 a.m. through 4:30 p.m. Monday through Friday excluding the Owner’s holidays. Contractor’s access to work sites and work areas shall be limited to these same days and hours, but may be modified with the prior written approval of the Owner’s Contract Manager. In any event and under all circumstances, the unilateral decision of the Owner’s Contract Manager regarding access to the Owner’s facilities shall be final. The following list identifies the twelve (12) Owner’s Holidays that are normally taken and should be included by the Contractor in its planned Work schedule as non-Work days:

New Year’s Day
Martin Luther King Day
President’s Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
Christmas Eve or Day after Christmas
New Year’s Eve
- 6.6 **Partial Invalidity/Waiver:** Neither any payment for, nor acceptance of, the whole or any part of the services by the Owner, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this IFB/RFP, nor of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the Owner to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 6.7 **Taxes:** The Owner is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. The Owner’s federal tax identification number is 54-0902952.

End Section 3

ATTACHMENT A: PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Any falsification or misrepresentation contained in the statement submitted by bidder/offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by UOSA.

Please complete the following by checking the appropriate line that applies and provide the required information.

The undersigned bidder/offeror:

1. ____ is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Bidder's current valid identification number issued by the SCC is _____. (The SCC number is NOT your federal tax identification number). **-OR-**
2. ____ is a sole proprietor and no SCC number is required. **-OR-**
3. ____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Bidder's out-of-state location. Bidder shall include with this proposal documentation from their legal counsel which accurately and completely states why the Bidder is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **-OR-**
4. ____ has obtained a Certificate of Authority to do Business in the Commonwealth of Virginia from the SCC and has included a copy of the certificate with this proposal. **-OR-**
5. ____ currently has pending before the SCC an application that was submitted prior to the due date and time of this solicitation for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (UOSA reserves the right to determine in its sole discretion whether to allow such waiver.)

Signature: _____ Date: _____

Name: _____
(print)

Title: _____

Name of Firm: _____

This form must be included with your submission.

End of Attachment A

ATTACHMENT B: SAMPLE CONTRACT

Contract No. _____

This Contract is made and entered into as of the date of UOSA's signature appearing below, by and between Upper Occoquan Sewage Authority, trading as the Upper Occoquan Service Authority ("UOSA") and _____ of _____, hereinafter called the "Contractor".

The Contractor, in consideration of the sum to be paid it by UOSA and of the covenants and agreements herein and in the Contract Documents (as defined in the Terms and Conditions of the RFP or IFB), hereby agrees at its own cost and expenses to do all the Work required by Contract Documents for UOSA Contract _____. All Contract Documents shall be deemed a part of the Contract as if fully set forth herein.

In consideration of the performance of the Work as set forth in the Contract Documents, UOSA agrees to pay to the Contractor the Contract Price of:

\$ _____

(in words)

as may be adjusted in accordance with the Contract Documents and to make payments in satisfaction of such in the manner and at the times set forth in the Contract Documents.

The Contractor agrees to complete the Work within the Contract Time of _____ days and to accept as full payment therefor the Contract Price.

The Contractor shall be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to UOSA, and for making any submittal required for any purpose. The Contractor acknowledges that all time requirements set forth in the Contract Documents for any purpose are of the essence.

The Contractor hereby consents to the deduction of, and authorizes UOSA to deduct from any amount otherwise payable to the Contractor, any charge, cost or fee identified by the Contract Documents as payable by the Contractor to UOSA for any reason.

UOSA designates _____ as the Contract Manager and _____ as the Technical Representative for this Contract.

The Contractor designates _____ as its project Superintendent.

Notices under the Contract shall be delivered to: []

Witness the following signatures and seals:

Upper Occoquan Service Authority	Contractor: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT C - BID SUMMARY SHEET

A. Site Pricing:

Item	Site: (Refer to Attachment D). Price shall be firm /fixed for the term of the Contract and shall include all labor fees (including Field Technical Supervision), transportation, per diem, and all other related charges to perform the work as stated. No extra charges allowed.	Bid Price
1.	Cockrell Branch Pump Station	\$
2.	Cub Run Pump Station	\$
3.	Flat Branch Pump Station	\$
4.	Long Gamble Pump Station	\$
5.	Little Rocky Run Pump Station	\$
6.	Manassas Park Pump Station	\$
7..	Russia Branch Pump Station	\$
8.	Silver Hill Pump Station	\$
9.	Winters Branch Pump Station	\$
10.	BLDG. A	\$
11.	BLDG B/1	\$
12.	BLDG. C/1	\$
13.	BLDG. D/2	\$
14.	BLDG. E/1	\$
15.	BLDG. G	\$
16.	BLDG. H/1	\$
17.	BLDG. H/2	\$
18.	BLDG. I/1	\$
19.	BLDG. J/2	\$
20.	BLDG. K/2	\$
21.	BLDG. L/1	\$
22.	BLDG. L/2	\$
23.	BLDG. M	\$
24.	BLDG. N/2	\$
25.	BLDG. N/3	\$

26.	BLDG. O/2	\$
27.	BLDG. P/1	\$
28.	BLDG. Q/1	\$
29.	BLDG. S/2	\$
30.	BLDG. U (South)	\$
31.	BLDG. U (North)	\$
32.	BLDG. V/1	\$
33.	BLDG. V/2	\$
34.	BLDG. Z/2	\$
35.	BLDG. BB	\$
36.	BLDG. CC/1	\$
37.	BLDG. DD/2	\$
38.	BLDG. HH	\$
39.	BLDG. JJ	\$
40.	BLDG. LB	\$
41.	STRUCTURE 53/1	\$
42.	STRUCTURE 55/2	\$
43.	TOTAL LUMP SUM	\$

The following sections to be used for additional services as needed. Any quotes/bids requested by UOSA must use the following rates and fees.

B. Labor Rates:

Provide the following titles/labor rates** for the services identified in this IFB:

<u>Title</u>	<u>Hourly Rate**</u>	<u>Overtime Multiplier</u>	<u>Holiday Multiplier</u>
_____	\$ _____	_____	_____

_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____

** Rates must include overhead, profit, travel fees and administrative costs, etc. Use separate sheet if needed.

Use separate sheet to provide Certifications as specified in Section 2.9-D.

C. Materials

Provide markup/discount rate for purchased materials: discount/markup (circle one) _____ %

D. Field Technical Supervisor – Labor Rate:

Provide name/title, hourly rate & all certifications of Field Technical Supervisor assigned to this project.

Name/Title: _____

Hourly Rate** \$ _____ Overtime Multiplier: _____ Holiday Multiplier: _____

Certifications: _____

Certifications: _____

E. Additional Required Information:

Provide all documentation listed in Section 2.9. Failure to supply any or all of the items identified on this Bid Summary Sheet may cause this bid to be declared non-responsive.

In compliance with this Invitation For Bids and to all the terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

Company Name:	Address:	
Telephone:		
Facsimile:		
Email:	Signed _____	Dated _____
Bidders Federal ID Number:	Printed _____	Title _____
<p align="center">Submission Checklist (see Section 2.9):</p> <p align="center">Note: Your bid submission must include all of the following documents</p>		
UOSA Solicitation Disclosure Form	<input type="checkbox"/>	Manufacturers list <input type="checkbox"/>
Attachment A – Authority to Transact	<input type="checkbox"/>	Equipment List <input type="checkbox"/>
Attachment C – Bid Summary Sheet	<input type="checkbox"/>	Supervisor/Employee List <input type="checkbox"/>
References	<input type="checkbox"/>	Certifications <input type="checkbox"/>
Signed Copy of all Addenda Issued	<input type="checkbox"/>	Safety Program <input type="checkbox"/>

End of Attachment C

ATTACHMENT D –MOTOR/ELECTRICAL CONTROL CENTER LOCATIONS AND DENSITY LIST.

UPPER OCCOQUAN SEWAGE AUTHORITY

**MOTOR/ELECTRICAL CONTROL CENTER EQUIPMENT
LOCATIONS
AND
DENSITY LIST**

UOSA PUMP STATIONS

COCKRELL BRANCH PUMP STATION

9500 Lucasville Road
Manassas, VA 20110

<u>Quantity</u>	<u>Eaton</u>
18	480 Volt Breakers (Drawout)
7	480 Volt Breakers (Molded Case)
1	Bus - Incoming
2	Motor Control Center - Bus
4	Ground Fault Relays
2	Current Transformers
2	Under Voltage Relays
3	Motor Control Cubicles
3	Motor Starters
1	Disconnect Switches
1	Automatic Transfer Switch

CUB RUN PUMP STATION

15011 Compton Road
Centreville, VA 20121

<u>Quantity</u>	
16	480 Volt Breakers (Drawout)
4	Molded Case Breaker
38	MCC Mounted Starters and Cubicles
3	Miscellaneous Transformer
2	Generator Output Breaker – (300A)
1	Automatic Transfer Switch
4	Distribution Panel
2	120 Volt Panel

FLAT BRANCH PUMP STATION

7405 Ben Lomond Park Drive
Manassas, VA 20110

<u>Quantity</u>	<u>Eaton</u>
12	4160 Volt Breakers (Drawout)
9	480 Volt Breakers (Drawout)
33	480 Volt Breakers (Molded Case)
2	Bus - Incoming
4	Motor Control Center - Bus
4	Ground Fault Relays
8	Surge Arrestors
20	Current Transformers
4	Under Voltage Relays
12	Motor Control Cubicles
12	Motor Starter
4	Transforms (two 5000KVA and two 3,000KVA)

2	Disconnect Switches
2	Automatic Transfer Switches

LONG GAMBLE PUMP STATION

14400 Compton Road
Centreville, VA 20121

Quantity

2	Motor Starters
1	Panelboard with Breaker
1	Auto Transfer Switch
2	Molded Case Breakers with Cubicle

LITTLE ROCKY RUN PUMP STATION

14150 Compton Road
Centreville, VA 20121

Quantity

1	Auto Transfer Switch
10	Molded Case Breakers with Cubicle
17	MCC Mounted Starters and Cubicles
1	Miscellaneous Transformer

MANASSAS PARK PUMP STATION

8401 Blooms Quarry Lane
Manassas, VA 20111

Quantity

1	Auto Transfer Switch
1	Molded Case Breaker
12	MCC Mounted Starters and Cubicles

RUSSIA BRANCH PUMP STATION

7704 Blooms Road
Manassas, VA 20111

Quantity

Federal Pacific Electric Co. Switchboard

18	480 Volt Breakers (Drawout)
7	480 Volt Breakers (Molded Case)
1	Bus - Incoming
2	Motor Control Center - Bus
4	Ground Fault Relays
2	Current Transformers
3	Under Voltage Relays
3	Motor Control Cubicles
3	Motor Starters
1	Disconnect Switches
1	Automatic Transfer Switch

SILVER HILL PUMP STATION

14614 Compton Road
Centreville, VA 20121

<u>Quantity</u>	<u>Square D</u>
1	208Volt – Main Service Breaker (250V)
1	Automatic Transfer Switch
1	Generator Output Breaker – (300A)
1	Distribution Panel
2	Starter and Sewage Pump Circuit Breaker (100A)

WINTERS BRANCH PUMP STATION

9911 Godwin Drive
Manassas, VA 20110

<u>Quantity</u>	<u>Eaton</u>
19	480 Volt Breakers (Drawout)
13	480 Volt Breakers (Molded Case)
1	Bus - Incoming
2	Motor Control Center - Bus
4	Ground Fault Relays
2	Current Transformers
2	Under Voltage Relays
5	Motor Control Cubicles
3	Motor Starters
1	Disconnect Switches
1	Automatic Transfer Switch

UOSA WATER RECLAMATION PLANT

MAIN FACILITY SITE LOCATIONS

AT

14631 Compton Road

Centreville, VA 20121

BLDG. A

Preliminary Treatment Building
Load Center 11

<u>Quantity</u>	
1	Motor Control Center – Bus
1	Transfer Switch

6	Molded Case Circuit Breakers
32	Starters
1	Uninterruptable Power System
2	MCC GFI Relays
1	480 Volt Panelboard
1	120/208 Volt Panelboard

BLDG. B/1
Primary Scum Pump Station

Load Center 1

Quantity

3	Motor Control Center – Bus
43	Starter, Switches & Transformers

BLDG. C/1

Digester Complex Buildings

Load Center 24

Quantity

15	MCC Mounted Starters and Cubicles
1	Distribution Panel with Breaker
2	Panelboards with Breakers
1	Auto Transfer Switch
10	Molded Case Breakers with Cubicles
2	Transformers

BLDG. D/2

Flotation Thickener Building

Load Center 16

Quantity

2	13.2kv/480 Volt Transformers
61	MCC Mounted Starters with Cubicles
5	Distribution Panel with Breaker
7	Panelboards with Breakers
4	Molded Case Breakers
2	15kv Primary Switch with Enclosure
9	480 Volt Breakers (Drawout) with Cubicle & Controls
2	Meters (GE) kv

BLDG. E/1

Electrical Load Center

Load Center 2

Quantity

4	15KV Disconnects
4	Transformers
16	Lighting Arrestors
4	480 Volt Breakers (Drawout)
4	Bus - Incoming
7	Ground Fault System

8	Motor Control Center - Bus
110	Starters/Breakers
7	Disconnect Molded Case Breaker Bus Ties

BLDG. G
Operations Building
Load Center 31

<u>Quantity</u>	
2	Transformers
1	Automatic Transfer Switch
9	MCC Mounted Starters with Cubicles
8	Molded Case Breakers
1	Distribution Panel with Breaker
1	Panelboards

BLDG. H/1
Solids Handling Building
Load Center 4

<u>Quantity</u>	
2	15KV Disconnects
2	Transformers
2	480v Volt Breakers (Drawout)
2	Control Cubicles
2	Bus - Incoming
9	Ground Fault System
4	Motor Control - Bus
90	Starters/Breakers
7	Disconnect Molded Case Breaker Bus Ties

BLDG. H/2
Solids Handling Building
Load Center 26

<u>Quantity</u>	
2	Transformers
24	MCC Mounted Starters and Cubicles
2	Distribution Panels with Breakers
1	Panelboard with Breaker
1	Auto Transfer Switch
9	Molded Case Breakers with Cubicles

BLDG. I/1
1W Water Pumping Station
Load Center 3

<u>Quantity</u>	
2	15kv Disconnects
2	Transformers

6	Lightning Arrestors
2	480 Volt Breakers (Drawout)
2	Control Cubicles
2	Bus – Incoming
3	Ground Fault Systems
3	Motor Control Center – Bus
57	Starters
4	Disconnect Molded Case Breakers Bus Ties
2	Interlocks

BLDG. J/2

Chemical Sludge Pumping Building
Load Center 12

Quantity

2	Transformers
1	Automatic Transfer Switch
29	MCC Mounted Starters with Cubicles
10	Molded Case Breakers
1	Distribution Panel with Breaker
3	Panelboards

BLDG. K/2

Thickened Chemical Sludge Pump Building
Load Center 22

Quantity

2	Transformers
14	MCC Mounted Starters and Cubicles
1	Distribution Panel with Breaker
2	Panelboards with Breakers
1	Auto Transfer Switch
6	Molded Case Breakers

BLDG. L/1

AWT Building
Load Center 6

Quantity

2	Motor Control Center Bus
20	Starters, Switches & Transformers
1	480 Volt Panelboard
1	Panelboard with Breaker

BLDG. L/2

AWT Building
Load Center 14

Quantity

4	Transformers
2	Auto Transfer Switch

31	MCC Mounted Starters with Cubicles
18	Molded Case Breakers
8	Distribution Panel with Breaker
7	Panelboards

BLDG. M
Regeneration Building
Load Center 7

Quantity

2	15kv Disconnects
2	Transformers
6	Lightning Arrestors
8	480 Volt Breakers (Drawout)
2	Control Cubicles
2	Bus – Incoming
4	Motor Control Center – Bus
58	Starters

BLDG. N/2
Recarbonation Sludge Pumping Building
Load Center 13

Quantity

2	Transformers
10	MCC Mounted Starters and Cubicles
1	Distribution Panel with Breaker
2	Panelboards with Breakers
1	Auto Transfer Switch
8	Molded Case Breakers with Cubicles

BLDG. N/3
Recarbonation Sludge Pumping Building
Load Center 13

Quantity

2	Transformers
10	MCC Mounted Starters and Cubicles
1	Distribution Panel with Breaker
2	Panelboards with Breakers
1	Auto Transfer Switch
7	Molded Case Breakers with Cubicles

BLDG. O/2
Chlorine Building
Load Center 19

Quantity

2	Transformers
1	Auto Transfer Switch
8	MCC Mounted Starters and Cubicles

8	Molded Case Breakers
1	Distribution Panel with Breaker
2	Panelboards

BLDG. P/1
Electrical Load Center
Load Center 5

Quantity

4	15kv Primary Switch
4	13.2kv/480 Volt Transformers
12	Lightning Arrestors
4	Control Cubicles
4	Bus – Incoming
6	Ground Fault Systems
4	Motor Control Center – Bus
41	Starters
4	Disconnect Molded Case Breakers Bus Ties
4	Interlocks

BLDG. Q/1
Auxiliary Power Building
Load Center 10

Quantity

57	Relays
45	Current Transformers
18	Power and Control Cubicles
13	15kv Air Circuit Breakers
3	Bus
8	Cables & Lightning Arrestors
10	Potential Transformers
1	Control Circuit (Transfer Switching Logic Circuit)
3	Control Center – Bus
18	Starter, Switches & Transformers

BLDG. S/2
Maintenance Building
Load Center 28

Quantity

2	13.2kv/480 Volt Transformers
25	MCC Mounted Starters and Cubicles
1	Distribution Panel with Breaker
2	Panelboards with Breakers
1	Auto Transfer Switch
8	Molded Case Breakers with Cubicles
2	15kv Primary Switches with Enclosures
11	480 Volt Drawout Breakers with Cubicle and Controls

BLDG. U (South)

Dryer Building
Load Center 23

<u>Quantity</u>	<u>1st Floor</u>
2	13.2kv/480 Volt Transformers
58	MCC Mounted Starters and Cubicles
1	Distribution Panel with Breaker
2	Panelboards with Breakers
15	Molded Case Breakers
2	15kv Primary Switches with Enclosures
13	480 Volt Drawout Breakers with Cubicle and Controls
2	Miscellaneous Transformers
<u>Quantity</u>	<u>3rd Floor</u>
35	MCC Mounted Starters and Cubicles
2	Molded Case Breakers
2	Distribution Panel with Breaker
3	Panelboard with Breakers
3	Miscellaneous Transformers

BLDG. U (North)
Dryer Building
Load Center 23

<u>Quantity</u>	<u>1st Floor</u>
2	13.2kv/480 Volt Transformers
35	MCC Mounted Starters and Cubicles
2	Distribution Panel with Breaker
5	Panelboards with Breakers
2	Molded Case Breakers
2	15kv Primary Switches with Enclosures
13	480 Volt Drawout Breakers with Cubicle and Controls
6	Miscellaneous Transformers
2	Meters (GE) kv
<u>Quantity</u>	<u>2nd Floor</u>
21	MCC Mounted Starters and Cubicles
3	Molded Case Breakers
1	Distribution Panel with Breaker
1	Panelboard with Breakers
2	Miscellaneous Transformers

BLDG. V/1
Blower Building
Load Center 8

<u>Quantity</u>	
4	15kv Disconnects
4	Transformers
12	Lightning Arrestors
4	480 Volt Breakers
4	Control Cubicles
4	Bus – Incoming

6	Ground Fault System
4	Motor Control Center – Bus
41	Starters
4	Disconnect Molded Case Breakers Bus Ties
4	Interlocks
4	Panelboards
1	Transfer Switch

BLDG. V/2

Blower Building

Load Center 20

Quantity

33	MCC Mounted Starters with Cubicles
2	13.2kv/480 Volt Transformers
2	13.2kv/4100 Volt Transformers
1	Distribution Panel with Breaker
2	Panelboards with Breakers
2	Auto Transfer Switches
11	Molded Case Breakers
6	15kv Primary Switches with Enclosures
9	480 Volt Drawout Breakers with Cubicle and Controls
2	Miscellaneous Transformers
3	5.5kv Switches with Enclosures
4	5kv Motor Starters and Controls
16	Overcurrent Relays
2	Watt Hour Meters
4	Motor Management Relays

BLDG. Z/2

Dechlorination Building

Load Center 25

Quantity

2	Transformers
1	Auto Transfer Switch
8	MCC Mounted Starters with Cubicles
3	Molded Case Breakers
1	Distribution Panel with Breaker
2	Panelboards

BLDG. BB

Electrical Load Center

Load Center 15

Quantity

1	Transformer
16	MCC Mounted Starters and Cubicles
1	Distribution Panel with Breaker
2	Panelboards with Breakers
1	Auto Transfer Switch
6	Molded Case Breakers with Cubicles

4	15kv Primary Switches with Enclosures
4	13.2kv/480 Volt Primary Transformers with Controls
26	480 Volt Drawout Breakers with Cubicle and Controls
2	Stand Alone AFD devices with controls

BLDG. CC/1

Headworks Odor Control Building
Load Center 9

Quantity

3	15kv Primary Fused Switches
2	13.2kv/480 Volt Transformers
2	480 Volt Drawout Breakers
18	MCC Mounted Molded Case Breakers
12	Starters
1	480 Volt Panelboard
1	120/208 Volt Panelboard
1	480/120 Volt Transformer
1	Transfer Switch

BLDG. DD/2

Plant Waste Pump Station Building
Load Center 18

Quantity

2	Transformers
1	Auto Transfer Switch
12	MCC Mounted Starters and Cubicles
18	Molded Case Breakers
1	Distribution Panel with Breaker
2	Panelboards

BLDG. HH

Chemical Treatment Control Building
Load Center 21

Quantity

2	Transformers
4	MCC Mounted Starters and Cubicles
2	Molded Case Breakers
1	Distribution Panel with Breaker
2	Panelboards with Breakers
4	15kv Primary Switch with Enclosure
4	13.2kv/480 Volt Transformers
2	Miscellaneous Transformers
19	480 Volt Breakers (Drawout)

BLDG. JJ

Chemical Sludge Pumping Building
Load Center 27

<u>Quantity</u>	
2	Transformers
1	Auto Transfer Switch
20	MCC Mounted Starters and Cubicles
13	Molded Case Breakers
1	Distribution Panel with Breaker
2	Panelboards

BLDG. LB
Laboratory Building
Load Center 29

<u>Quantity</u>	
7	Transformers
18	MCC Mounted Starters and Cubicles
1	Distribution Panel with Breaker
4	Panelboards with Breakers
1	Auto Transfer Switch
23	Molded Case Breakers with Cubicles

STRUCTURE 53/1
Septage Facility
Load Center 53/1

<u>Quantity</u>	<u>Square D</u>
6	Starters
1	480 Volt Panelboard
1	Power Transformer
1	120 Volt Panelboard

STRUCTURE 55/2
Primary Effluent Lift Station
Load Center 17

<u>Quantity</u>	
2	Transformers
1	Auto Transfer Switch
15	MCC Mounted Starters with Cubicles
6	Molded Case Breakers
2	Distribution Panel with Breaker
2	Panelboards

End of Attachment - D