



# Upper Occoquan Service Authority

*Leader in Water Reclamation and Reuse*

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

June 21, 2022

## TO ALL RFP RECIPIENTS:

**For UOSA RFP 22-14 Cub Run Pump Station Motor Drive Replacements**

**SUBJECT: Addendum # 1**

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

☐ is not extended

☒ is extended **To July 15, 2022 2:00 PM**

**OFFERORS MUST ACKNOWLEDGE** receipt of this Addendum by one of the following methods:

- a. By acknowledgement of this Addendum on Submission Form submitted with the proposal;
- b. By referencing its receipt in your Transmittal Letter

If by virtue of this Addendum you desire to change a proposal already submitted, such change may be made by letter, provided it includes reference to the solicitation and this Addendum and is received prior to the due hour and date specified.

## DESCRIPTION OF ADDENDUM:

1. The deadline for questions is extended from June 22, 2022 5:00 PM to July 1, 2022 5:00 PM. Site visits may be scheduled up to the new deadline for questions.
2. The proposal due date has been extended from July 7, 2022 2:00 PM to July 15, 2022 2:00 PM.

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*All other Terms, Conditions, Tables, Charts and Specifications, and Drawings not otherwise changed remain as originally stated or as shown.*

## ISSUED BY:

Upper Occoquan Service Authority

  
\_\_\_\_\_  
Dustin Baker, Senior Buyer

06/21/2022  
\_\_\_\_\_  
Date



# UPPER OCCOQUAN SERVICE AUTHORITY

## REQUEST FOR PROPOSAL # 22-14

### Cub Run Pump Station Motor Drive Replacements

**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](mailto:purchasing@uosa.org)**

**Date Issued:**

Tuesday, May 31, 2022 10:00 AM

**Optional Pre-Proposal  
Meeting and Site  
Visit:**

Schedule before Questions Deadline

**Deadline For  
Questions:**

Wednesday, June 22, 2022 5:00 PM

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

Thursday, July 7, 2022 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.

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## SECTION 1

### 1 Summary Information

#### 1.1 Introduction

The Upper Occoquan Service Authority (UOSA) is a public body politic and corporate organized under the Virginia Water and Waste 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

The objective of this Request for Proposal (RFP) is to award a contract for the replacement of six (6) variable frequency drives (VFDs) at UOSA’s Cub Run Pump Station facility located at 15011 Compton Rd, Centreville, VA 20121.

It is UOSA’s intent to award to one Contractor who shall manage and complete all components of the scope of work contained herein.

#### 1.3 Net Prices

All pricing must be net and shall include, **without exception**, all charges that may be imposed in fulfilling the terms of this request and any resulting contract. All prices shall be FOB Destination, freight fully prepaid and allowed, subject only to any discounts for prompt payment that may be provided in this RFP. The prices offered, should they be accepted and a Contract awarded, shall remain firm for the period of the Contract except for allowed increases in accordance with Section 3.19 Annual Increases.

#### 1.4 Period

The term for any contract resulting from this solicitation shall be for three (3) years from the date of execution or until all six units have been installed and the project has reached final completion. UOSA shall have the option to extend the Contract for four (4) 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, or as agreed to between the parties prior to any contract extension.

UOSA anticipates scheduling the installation of the VFDs at a rate of two (2) per year until all six have been installed. This schedule may change depending on contract cost and future budgeting requirements.

**END SECTION 1**

## **SECTION 2**

### **2 Scope of Work**

#### **2.1 General**

The Contractor shall provide all labor and materials to remove six existing VFDs and install six new units meeting the requirements listed herein. The service supplied by the Contractor shall be a full “turnkey” installation requiring minimal UOSA staff involvement.

The VFDs provided shall be compatible in size and footprint with existing VFDs and be able to accommodate the existing feed and load cables without major modifications. The new VFDs must be able to incorporate all existing control wiring. The new drives must be able to fully incorporate the existing Flygt pump control units in existing drives.

Only one unit can be down at any one time. One existing VFD must be removed and completely replaced with a tested and fully functional replacement before work can move on to another unit.

#### **2.2 Schedule**

UOSA anticipates replacing two VFDs per year over a three-year period. This schedule may be accelerated or delayed depending on project pricing and budgeting requirements. Each contract year, UOSA will decide which drives or combination of drives to replace during that contract year period.

#### **2.3 Submittals**

Submittals to Owner can be submitted in physical form or electronic PDF format.

The Contractor shall be required to submit to:

- 1) Purchasing Department (For physical submittals)

Upper Occoquan Service Authority

14631 Compton Road

Centerville, Virginia 20121

- 2) Email the UOSA Purchasing Agent and the UOSA Project Manager. (For Electronic Submittals)

For all submittals the Owner will send the Contractor receipt that the submittal has been received and another receipt when it has been approved. The Contractor shall not start manufacturing of equipment until they have received a receipt of the approved submittal.

Delays caused by the need for resubmittal shall not constitute a basis for an extension of Contract Time or any claims for additional compensation.

The Owner shall have 14 days from the date of the receipt to review all submittals.

The Contractor shall supply the Owner with a list of all proposed submittals (submittal log) within 14 days of receiving the Purchase Order.

At a minimum the Contractor shall provide the following submittals:

- a. Submittal Log
- b. Shop Drawings

1. Shop Drawings consist of all drawings, diagrams, illustrations, schedules, and other data that are specifically prepared by or for the Contractor to illustrate some portion of the Work; and all illustration, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer or Vendor and submitted by Contract to illustrate material or equipment for distinct portion of the Work. Data submitted shall have sufficient detail to allow determination of compliance with the Contract Documents. The Contractor shall submit, as applicable, the following for all prefabricated or manufactured structural, architectural, civil, mechanical, electrical, plumbing, process stems, and equipment.
  2. Shop Drawings or equipment drawings, including dimensions, size, and location of connections to other Work (if applicable), and weight of equipment.
  3. Catalog information and cuts clearly marked to specify the materials, equipment, and other information applicable to the Work. Information which is not applicable shall be clearly crossed out.
  4. Shop Drawing Submittal processed by Owner do not become Contract Documents and are not Change orders; the purpose of Shop Drawings review is to establish a reporting procedure and is intended for Contractor's convenience in organizing the Work and to permit Owner to monitor Contractor's progress and understanding of the design.
  5. Should the Contractor propose any item on its Shop Drawing, or incorporate an item into the Work, and that item should subsequently prove to be defective or otherwise unsatisfactory (regardless of the Owner's reviews), the Contractor shall, at its own expense, replace the item with another item that will perform satisfactorily.
- c. List of special tools required for checking, testing, parts replacement, and maintenance. Special tools are those that have been specially designed or adapted for use on parts of the equipment, and that are not customarily and routinely carried by maintenance mechanics.
1. List of special tools furnished with the equipment.
  2. List of materials and supplies required for the equipment prior to and during startup.
- d. Wiring and control diagrams of systems and equipment.
1. PLC Register Map of soft I/O
  2. Hard I/O wiring Diagrams
  3. Wiring Diagram of Flygt control module
- e. Manufacturer's Certification of Proper Installation (COPI)
1. Before the startup of any new equipment, the COPI form in Attachment F must be submitted to the Owner.
  2. The COPI shall cover the following items:
    - i. The product or system had been inspected by a manufacturer's authorized representative and proper adjustments have been made.
    - ii. The product or system has been serviced with the proper lubricants.

- iii. Applicable safety equipment has been properly installed.
  - iv. Proper electrical and mechanical connection have been made.
  - v. The product, subsystem, or system is ready for testing, startup, and operation.
- f. Operation and Maintenance (O&M) Manuals
- 1. Approved O&M Manuals shall be prepared and assembled for all equipment incorporated into the Work.
  - 2. Owner will determine adequacy of each O&M Manual as to content, organization, and quality. Prior approval of O&M Manuals does not relieve the Contractor of the responsibility to revise and resubmit manuals, or portions of manuals, found to be missing or incomplete. If missing or incomplete information is found after an O&M Manual is approved, submit new information in accordance with this article. Complete resubmittal of the electronic O&M Manual will be required. Submittal status may change after initial approval if prior submittal is found to be deficient after the initial approval.
  - 3. The summary maintenance form (Attachment F) shall be filled out and included within the O&M Manual.
- g. Record Drawings
- 1. Service Records: Contractor shall deliver service records maintained on each item of equipment, prior to Partial Utilization.
  - 2. Record Drawings shall be marked to show actual installation where installation varies substantially from the Work shown on the Contract Drawings or where new information is provided.
  - 3. Where Shop Drawings more accurately portray Work, record appropriate cross-references on the Contract Drawing portion of the Record Drawings.
  - 4. Accurately present and annotate all applicable Requests for Information (RFI), and Changes in the Work (such as Change Orders) on the Record Drawings. Maintain and submit with final Record Drawings a list of Drawings modified for each change.

## **2.4 Equipment Specifications**

The Contractor shall provide and install six new VFDs, four (4) 600HP and two (2) 450HP.

The following are the approved Manufactures:

- 1. Schneider Electric/Square D
  - 2. Siemens/ Robicon
  - 3. Eaton/Cutler – Hammer
  - 4. Or equal as approved by Owner.
- Drives must be able to handle the following drive criteria continuously (see Attachment G – Performance Curves):
    - Replace an existing drive having a 600HP rating, supplying a motor with 605 FLA, 3,340 starting amps, and 525HP

- Replace an existing drive having a 450HP rating, supplying a motor with 455 FLA, 2,670 starting amps, and 385HP
- Drives must include a non-resettable hour meter
- Drive should be the latest industry standard model incorporating a “front end active filter” or “18 PWM Pulse Width Modulator”
- Drive must be able to incorporate all existing control wiring and capable of output power monitoring (volts, KW, and Amps)
- Drive shall be able to correct power factor of motors that have a power factor of less than 0.9
- Drive must be able to run independently or locally from the front of the drive cabinet, or automatically from the PLC cabinet
- Drive must have the following control lights on the front of the cabinet: power on, drive off, drive run, and drive fault
- All drive faults must be readable locally on a mounted drive controller
- Drive must have a local disconnect that is lockable
- NEMA Type 12 or NEMA Type 1 gasket enclosure

Any exceptions to the above specifications must be noted in Offers proposal.

## **2.5 Equipment Testing and Facility Startup**

Contractor shall perform harmonics testing and power factor verification. The contractor shall submit a copy of these results to the owner.

## **2.6 Manufacturers Field Services**

Contractor shall provide 48-hour notice of request to start up equipment. Contractor shall perform factory start up and performance testing of all load ranges

## **2.7 Contractor’s Responsibilities**

- A. The Contractor’s personnel on site shall have all training, certificates and experience necessary to perform the work specified in this solicitation.
- B. The Contractor warrants that all workmanship shall be of the highest quality and in accordance with contract documents and manufacturer(s) specifications and shall be performed by persons qualified at their respective trades. All services shall be performed in the highest professional manner, and in accordance with all applicable and current industry standards, regulations, codes and statutes. Unless the means or methods of performing a task are specified, Contractor shall employ methods that are generally accepted and used by the industry.
- C. It is the responsibility of the Contractor to fully test any installation or re-installation of equipment (new or repaired) and obtain sign off from UOSA Project Manager before it is placed into or back into service.
- D. 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.
- E. The Contractor is expected to have as part of his inventory and everyday work environment the necessary repair equipment, testing devices, parts and tools needed to perform the work. The

Contractor shall be able to provide all necessary labor, materials, tools, equipment, appliances, parts, appurtenances and transportation. UOSA shall not be responsible for supplying any of the equipment, testing devices, appliances, etc. necessary to perform the Work specified in this solicitation.

- F. 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, 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 UOSA.
- G. Contractor shall return all work areas to the same or better condition than prior to start of Work. Contractor must notify UOSA 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 UOSA.

## **2.8 Qualifications of Offerors**

All offerors on this project shall prove their ability to perform the services mentioned above before any agreement shall be made. Offerors' qualifications will be evaluated based on information provided as a response to this solicitation. UOSA reserves the right to require clarifications and include information provided by the submitted references.

## **2.9 References**

Offeror shall submit with their Offer, either on the form provided (Attachment D) OR in a separate document with identical format as provided on the Attachment to include the name, address, telephone number and point-of-contact of a minimum of three municipalities, for which the Offeror has provided similar services within the preceding 5 years. References may be checked prior to Award. UOSA reserves the right to obtain additional references, either directly through the Offeror or other legitimate sources. UOSA reserves the unilateral right to reject any offer for which an unacceptable reference is identified.

**END SECTION 2**

## **SECTION 3**

### **3 Submission of Proposals and Method of Evaluation**

#### **3.1 General**

The following general information is provided and shall be carefully followed by all Offerors to ensure that proposals are properly prepared.

- A. A transmittal letter prepared on the Offeror's business stationery must accompany the proposal.
- B. Each Offeror must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority to bind the corporation to the terms and conditions of this solicitation.
- C. UOSA reserves the right to conduct discussions with qualified Offerors in any manner necessary to serve the best interest of UOSA.

#### **3.2 Questions and Communications**

All contact between Offerors and UOSA with respect to this solicitation will be formally held at scheduled meetings or in writing through the Purchasing Department. 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, express mail, e-mail, fax, etc., to the UOSA Purchasing Department, by the deadline on the cover page. 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 Offeror/Contractor.

Communications between prospective Offerors, 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

#### **3.3 Site Visit**

There will not be a scheduled pre-proposal conference or site visit, however, Offerors 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 Offerors 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 proposals. However, failure to inspect the site will not relieve the Offeror 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 Offerors who have requested this RFP.

If you wish to schedule a site tour, please contact Dustin Baker, [dustin.baker@uosa.org](mailto: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.

### 3.4 Addenda to the RFP

UOSA reserves the right to amend this solicitation at any time prior to the deadline for submitting proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be given in the form of a written Addendum that will be provided to all prospective Offerors who are on record with the Purchasing Department as having received this solicitation. Addenda will be distributed within a reasonable time to allow Offerors to consider them in preparing their proposals. If in the opinion of the Purchasing Manager, the deadline for receipt of proposals does not allow sufficient time; the deadline shall be extended. Acknowledge your receipt and compliance with the Addenda by noting it in the space provided on the Solicitation Response Form (Attachment B). Failure to acknowledge receipt of an Addendum may result in rejection of the proposal.

### 3.5 Duration of Proposals

Proposals shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper Notice is given to UOSA of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

### 3.6 Proposal Organization

*Failure to include any of the below listed Proposal elements may be considered grounds to deem the proposal non-responsive.*

#### A. Technical Proposal

Offerors are requested to submit five (5) sets of a written Technical Proposal plus **one original set with an original signature uniquely identified as "original" on the cover of the volume**. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Failure to adhere to the prescribed format may result in finding the proposal non-responsive. Proposals shall be limited to thirty (30) single sided pages, excluding cover letters, required forms, and appendices. The format of each proposal must contain the following elements organized into separate chapters and sections, in the order listed below. All proposal elements shall be included in the Technical Proposal and shall include:

1. Cover Letter (not included in page count)
2. Solicitation Response Form (Attachment B)(not included in page count)
3. Qualification Form (Attachment C) (not included in page count)
4. References (Attachment D) (not included in page count)
5. Written Narrative
6. Pricing (Pricing Summary Sheet provided Attachment E) (not included in page count)

B. The elements listed in 'A' above parallel the basis of the Authority's proposal evaluation criteria. The Authority is not responsible for failure to locate, consider, and evaluate qualification factors presented outside this format. The following paragraphs provide guidelines to each Offeror for information to include in its proposal.

1. **Cover Letter** – The cover letter should provide a brief history of your Company and its organization. The letter should indicate the principal of the firm who will be the Authority's primary point of contact during negotiations. This individual must have authority to negotiate all aspects of the Scope of Services and provisions on behalf of the Company. An officer authorized to bind the firm to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

2. **Written Narrative** – Each Offeror shall provide a written narrative which demonstrates the Contractor’s ability to meet the specifications of the RFP. The written narrative should include:
  - a. Experience and Qualifications – Discuss the company history, qualifications, capabilities, past performance, office locations and staff size, experience with similar projects and overall experience and capabilities that help provide an understanding of the company and its abilities. This section should include a discussion of similar work done for other agencies or companies.
  - b. Subcontractors – Discuss the role of any subcontractors if proposed, the company’s past experience with subcontractors and how the subcontractors would enhance the delivered project.
  - c. Project Team – Provide resumes for proposed team members including education, years of experience performing similar services to those of this project, years with the company, location if the company has multiple offices and experience with projects similar to this project. Provide similar information for any proposed subcontractor staff. Also include any special qualifications, certifications, awards, etc.
  - d. Confirmation of Compliance with the Specification(s) - The Offeror shall describe how the proposal meets the specifications of the RFP. This section should present the Offeror’s proposed solution.
  - e. References – The Offeror shall provide references in accordance with the requirements listed in Section 2.
3. **Pricing** - This section should provide a completed Attachment E with all pricing indicated.

### 3.7 Evaluation Process

- A. Evaluation Committee: UOSA will establish an Evaluation Committee (the “Committee”) to review and rank each proposal. The Committee will be composed of individuals designated by UOSA. The Committee may request additional technical assistance from other sources.
- B. Qualifying and Evaluating Proposals: Each proposal will first be reviewed for compliance with the Requirements of this RFP. The Offer assumes all responsibility for addressing all technical requirements in order meet the objectives of the RFP. Each proposal will be evaluated according to the elements listed and point structure shown below.

Element	Points Allowed
Responsiveness of written proposal in clearly stating and understanding the requirements as outlined this RFP.	10
Reputation, Qualifications and Experience in connection with services required.	20
Total time for compete delivery and installation of one VFD (from pricing summary sheet)	25
Pricing	45
Total Points Allowed	100

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification in a timely manner, when so requested.

The Authority’s Purchasing Manager may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Evaluation Committee may make such reasonable investigation, as it deems proper and necessary to determine the ability of the firm to perform the work. The Evaluation Committee and/or its representative(s) reserve the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

After review and evaluation, and based on its sole discretion, the Authority reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

The award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the Authority, cost or price, revenue and other factors considered.

Should the Authority determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

### 3.8 Instructions for Submitting Proposals

- A. The deadline for submitting Proposals is shown on the cover sheet. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Purchasing Department. Proposals will be opened in accordance with the provisions of the Virginia Public Procurement Act. There will be no public proposal opening. The list of prospective Offerors shall be available for public inspection only after Contract Award or upon cancellation of the solicitation.
- B. The attached Solicitation Response Form (Attachment B) must accompany the proposal. The purpose of this form is to formally submit the proposal and bind the Offeror to the terms, conditions and specifications contained in the solicitation. The Form must be signed by an individual who is authorized to bind the Offerors' firm to all items in the proposal including products, services, etc., and prices, contained in the proposal.
- C. Submit one (1) original and five (5) copied sets and of your Proposal. An additional electronic copy of the Proposal shall be submitted. The electronic copy shall be submitted on a physical format, either USB flash drive or optical media, along with the printed hard copies. The set of originally signed documents must be uniquely identified on the cover of each volume.

All Proposals shall be submitted as hard copies in sealed envelopes or packages. **No electronic submissions will be accepted.** All packages shall be sent to the UOSA Purchasing Department at the address identified on the cover sheet of this RFP. Packages shall be labeled as follows:

From: _____ <div style="text-align: center; margin-top: 10px;">Name of Offeror</div>	_____ <div style="text-align: center; margin-top: 10px;">Due Date</div>
_____ <div style="text-align: center; margin-top: 10px;">Street</div>	_____ <div style="text-align: center; margin-top: 10px;">RFP No.</div>
_____ <div style="text-align: center; margin-top: 10px;">City, State, Zip Code</div>	_____ <div style="text-align: center; margin-top: 10px;">RFP Title</div>

SAMPLE

### 3.9 Contractor Identification

All Offerors must provide all information required by the UOSA Solicitation Response Form (Attachment B) applicable to the Offeror; failure to comply shall make the Proposal nonresponsive. All Offerors also

shall include the following in their Solicitation Response Form (Attachment B). Failure to include the required information shall make the Proposal nonresponsive and the Proposal will not be opened or considered:

- A. Individual Offerors must provide their social security numbers.
- B. Proprietorships, partnerships, corporations, limited liability companies, business trusts, limited partnerships or limited liability partnerships must provide their Federal Employer Identification Numbers.

### **3.10 Qualifications of Offerors**

UOSA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the goods and the Bidder/Offeror shall furnish to UOSA all such information and data for this purpose as may be requested. UOSA reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. UOSA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy UOSA that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

### **3.11 Late Proposals**

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

Proposals may only be canceled by submitting written notice at least 15 days before the expiration of the then current 120-day period.

### **3.12 Proprietary Information**

It shall be the responsibility of each Offeror to clearly mark any part of his proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Offerors shall not mark sections of their proposal PROPRIETARY OR CONFIDENTIAL if such section is to be part of the award of the contract and are of "Material" nature, (i.e., Prices, company information currently available to the public).

### **3.13 Acceptable and Unacceptable Proposals and Rejection of Offers**

UOSA reserves the right to reject any or all proposals received. Proposals must meet or exceed the mandatory requirements of the Specification section. If an Offeror does not meet a mandatory requirement, UOSA may classify the proposal as "not responsive." The Evaluation Committee may determine that an Offeror is "not responsible," if the Offeror does not have the capabilities in all respects to perform the Work required. The Committee may determine that a proposal meets the Specification but does not raise itself to the competitive level of some or all of the other offers. In such instances, the Committee shall issue a determination that any and all such proposals are "not reasonably susceptible of being selected." Offerors deemed by the Committee to be not responsive, not responsible, or not reasonably susceptible of being selected will be excluded from further consideration and the Offeror so notified.

### **3.14 Ranking And Selection**

Proposal evaluation will consist of an in-depth evaluation by the Committee of each Offeror's technical capabilities, skills, experience, references, financial stability, etc. as submitted. Firms deemed not qualified or unable to satisfy the technical criteria will be so notified and eliminated from further

consideration. Each Technical Proposal will be ranked after it has been evaluated. UOSA may invite up to the four highest ranked Offerors to make an oral presentation and enter into further discussions or may enter directly into negotiations with the highest ranked firms. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

### **3.15 Oral Presentations**

Finalists may be required to make individual presentations to the Committee as part of the technical evaluation process. If so notified by the Purchasing Agent, the Offeror must provide a presentation within two calendar weeks of notification or as may be arranged by the Purchasing Agent. Failure to provide a satisfactory presentation will be grounds for a declaration that the offer is non-responsive. Presentations shall be conducted only at UOSA.

### **3.16 Negotiation**

After selection, but prior to Contract Award, the Evaluation Committee reserves the unilateral right to negotiate any aspect of the proposal or proposed Contract in any manner that best serves the needs of UOSA and is within the scope of the solicitation.

### **3.17 Contract Award**

A Contract(s) will be awarded to the Offeror(s) whose proposal(s) is determined to be the most advantageous to UOSA. The selected Offeror(s) will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror(s) is to be the sole point of contact with regard to all contractual responsibilities.

### **3.18 Type of Contract(s)**

The Upper Occoquan Service Authority shall enter into a firm/fixed price contract based on fixed rates as negotiated for the A/1 Motor Control Center project.

UOSA may include in this contract or in a separate contract additional scope for future maintenance or modifications. UOSA will request separate quotes from the awarded Contractor for any additional work outside the scope of the initial Contract.

### **3.19 Annual Increases**

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.

An increase based upon factors other than the CPI-U (e.g., Force Majeure, etc.) may be submitted when and, as they occur providing that sufficient detailed supporting documentation is included with the request. UOSA reserves the right to reject any such request or negotiate a mutually agreeable price

# ATTACHMENT A - TERMS AND CONDITIONS

## UOSA Standard Terms and Conditions

### [Small Project & Small 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 to the IFB.
- 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 Substantial Completion and Final Completion 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 D. 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, the Specifications, Drawings, 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, by the person designated in writing by the Executive Director to make changes to the Contract.
- 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 Completion, and thereafter to achieve Final Completion, 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 for the Work contemplated.
- 1.9 Final Completion:**
- A. "Final Completion," or the state of being "Finally Complete," shall mean total completion of all Work, or a defined portion thereof, required by or reasonably contemplated by the Contract Documents. "Final Completion" or the state of being "Finally Complete" shall include all applicable changes set forth in Supplemental Agreements.

- B. As used herein the term "or a defined portion thereof" shall be such portion of the Work as may be designated by the Owner in its sole discretion and shall not affect the determination of Final Completion of the Work as a whole which is understood to be indivisible.
- 1.10 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.
- 1.11 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. In the IFB/RFP email may be used for any Notice required by the Contract Documents except for any issues relating to a claim (for additional Contract Time or an increase in the Contract Price) or disputes. Unless otherwise stated within one of the following, the execution of a Task Order, Contract, or the issuance of a Purchase Order shall operate as a Notice to Proceed for the Work included in that document.
- 1.12 Offeror:** The individual or business entity who or which submits a Bid or a Proposal to the RFP or IFB. (see also, Bidder)
- 1.13 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.
- 1.14 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 Project Schedule:** At any time during the performance of the Contract, reference to the Project Schedule shall mean the construction schedule most recently accepted pursuant to the provisions of the Specifications. The requirements for a Project Schedule shall be set forth in the IFB/RFP.
- 1.17 Specifications:**
- A. The term "Specifications" refers to those portions of the Contract Documents, which consist of written technical descriptions of materials, Equipment, construction systems, standards, and workmanship to be applied to the Work and certain administrative details applicable thereto. The Specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor unless specifically noted otherwise. The words "shall be" or "shall meet the requirements of" shall be included by inference where a colon is used within sentences or phrases.
- B. The standard specifications, abbreviations and acronyms applicable to the Work are listed in the Specifications. Where reference is made to standard specifications, the applicable portions of such standard specifications shall be construed to have been incorporated by reference and to be a part of the Contract Documents in which they are referenced. Provided, however, if such referenced standard specifications conflict with requirements or details specifically set forth otherwise in the Contract Documents, precedence shall be given to such requirements or details otherwise set forth in the Contract Documents.
- C. The Specifications shall be identified in the IFB or RFP.
- 1.18 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.
- 1.19 Substantial completion, Substantially Complete. Partial Utilization:**
- A. "Substantial Completion" or the state of being "Substantially Complete" shall be that degree of completion of the Work, or of a defined portion of the Work, as evidenced by the Owner's written Notice of Substantial Completion, which is sufficient to provide the Owner, in its sole discretion, with the full-time use of the Project, or defined portion of the Project, in all manners or modes of operation and for the purpose or purposes for which it was intended, subject, however, to the further requirements set forth herein or otherwise in the Contract Documents. "Substantial Completion" or the state of being "Substantially Complete" of an operating facility or system shall be that degree of completion which is sufficient to have provided a minimum of seven (7) continuous days of successful, trouble-free operation in the manner that was intended, which period shall be deemed to begin only after all functional, performance, and acceptance tests have been successfully demonstrated to the satisfaction of UOSA and Owner. Compliance with all applicable permits and inspection requirements for the Work shall be a condition precedent to achieving Substantial Completion but shall be in addition to and not in lieu of all other requirements for Substantial Completion. All Work necessary to enable the Owner to operate the facility in the manner intended shall have been installed complete by the Substantial

Completion Date. The specific tasks required to accomplish Substantial Completion of any defined portion of the Work may be set forth in more particular detail in the Specifications and to the extent so set forth are incorporated herein.

- B. 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 Substantial Completion 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 Substantial Completion or Final Completion 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 Substantial Completion of the Work.

**1.20 Supplemental Agreements:** Written agreements covering alterations, amendments, or extensions to the Contract and include Change Orders and Unilateral Change Orders.

**1.21 Surety:**

Whenever the term "Surety" is used herein it shall refer to the party providing any bond required under the Contract Documents. A Surety providing any such bond shall have a sound financial standing and a record of service satisfactory to the Owner, and shall be authorized to do business in the Commonwealth of Virginia. Sureties executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended). The attorney-in-fact who executes any bond on behalf of the Surety, must attach a notarized copy of the Power of Attorney in compliance with all applicable Virginia law as evidence of his authority to bind the Surety on the date of execution of the bond. The term "Surety" shall include any form of Bid Security deposited in the form of cash or certified check.

**1.22 UOSA:** Upper Occoquan Service Authority, interchangeable with “Owner.”

**1.23 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, Offeror represents that such bid is submitted without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a bid 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 Offerors are required to sign the included UOSA Solicitation Response Form that is included as an attachment to the Solicitation document. (Response 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;

The Contractor shall keep itself fully informed of all such local, state and federal ordinances, laws, codes, regulations, governmental requirements, and all permits required of either the Owner or the Contractor, and shall at all times comply therewith and shall protect and indemnify the Owner, the Engineer, and their respective employees, officers and agents against any claim or liability arising from, or based upon, the violation thereof caused by the Contractor or by any party performing any part of the Work for, or for the benefit of, the Contractor.

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 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 Proposal, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia (or any other Virginia public body) from submitting Bids 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/Offerors'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:** This section only applies to Projects with federal funding. 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 this Contract. 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.
- 2.12 Materials and Equipment:**
- A. Unless otherwise provided by the Contract Documents, the Contractor shall provide and pay for all materials, labor, water, tools, Equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the Work. This shall include all costs associated with operation and maintenance of Equipment and facilities including weekly janitorial service to clean such facilities prior to their being accepted as Substantially Complete.
- B. Unless otherwise specified by the Contract Documents, all materials and Equipment shall be new, and all workmanship, materials, and Equipment shall be of the highest quality. The Contractor shall, if required, furnish evidence satisfactory to UOSA as to both the kind and quality of all such materials and Equipment.
- C. In selecting and/or approving Equipment provided by the Contractor for installation in the Project, the Owner assumes no responsibility for injury or claims resulting from failure of the Equipment as manufactured or installed to comply with applicable federal, state, or local safety codes or requirements, or with the requirements or standards of a recognized regulatory agency or body, or failure due to faulty Equipment design concepts, or defective workmanship or materials.

**D. Standardization and Uniformity of Equipment and Certain Materials:**

1. To ensure standardization and uniformity in all parts of the Work under the Contract, like items of Equipment provided by the Contractor shall be the products of one Manufacturer. Like items of materials provided by the Contractor shall be the products of one Manufacturer unless otherwise specified.
2. Uniformity in like Equipment items is required to provide the Owner with interchangeability capabilities, simplified spare parts inventory, and standardized maintenance programs and Manufacturers' services.
3. Uniformity in like material items is required to provide the Owner with a simplified spare materials inventory; continuity in patterns, color, and texture; and a standardized procedure for maintenance, care and Manufacturers' services.
4. Visible architectural items such as but not limited to exterior finishes, roofing materials, floor and wall covering, ceiling materials, doors, windows, cabinetwork, paint, and miscellaneous appurtenances, when specified alike shall be standardized.
5. Generally, material items exempt from standardization include structural steel, reinforcing steel, building insulation, sheet metal, materials specified only by reference to a recognized standard, and items similarly hidden from view and not subject to ready replacement where interchangeability, color, and texture are not significant factors for standardization.
6. The Contractor shall inform all Subcontractors of these requirements and shall provide the necessary coordination to accomplish the standardization specified.

**2.13 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.
- C. The Contractor shall meet or exceed all requirements of any special inspections program of any Government Agency applicable to any portion of the Work in effect on the date of execution of the Contract, the Government Agencies' Special Inspections Manual, as amended for the Work, in addition to other local, state and federal building codes. Violations, defects, or deficiencies noted as a result of this program resulting from acts or omissions of the Contractor shall be grounds for withholding partial and/or final payments to the Contractor until such time as they are corrected or resolved.

**2.14 Protection of Work and Property:**

- A. The Contractor shall at all times safely guard and protect the Owner's property, adjacent property, and its own Work from damage, injury or loss in connection with the performance of the Contract. The Contractor acknowledges the requirements of the Specifications regarding the importance of maintaining uninterrupted operation of the Owner's existing facilities. All measures, equipment, and facilities required for the provision of such protection by federal, state, or municipal laws and regulations and local conditions must be established, provided and maintained.
- B. The Contractor shall protect the Work and materials from damage due to the nature of the Work, the elements, carelessness of other contractors, or from any cause whatsoever until Final Completion and acceptance by the Owner of the Work. Provided, however, the Contractor shall not be responsible for damage to the Work caused by the Owner's use thereof after Substantial Completion.
- C. Before commencing any Work, the Contractor shall identify the locations of all subsurface utilities. The Contractor shall field verify the nature, conditions, location, shape, configuration, dimensions, materials, or other properties of all buried utilities and facilities, whether shown in the Contract Documents or not, prior to proceeding with the subsurface Work. The Contractor shall protect all existing utilities and facilities at all times unless otherwise shown in the Contract Documents. In the event of the failure of the Contractor to comply with the requirements of this Article, or promptly to effect repair of any damage or injury to the Owner's property, adjacent property or the Contractor's own property, the right is reserved to the Owner, but the Owner shall not be required, to provide such protection and to effect such repairs. Should the Owner take actions as provided by this Article, the Contractor shall reimburse the Owner for all costs incurred by the Owner, including but not limited to labor, materials, equipment, fines, charges, penalties, and legal actions plus an administrative fee of fifteen percent (15%) of all such costs. The Owner is authorized to deduct such costs from any amount due, or that may become due, the Contractor.

**2.15 Assumption of Risk for Unforeseen Conditions:**

- A. Execution of the Contract by the Contractor is an acknowledgement by the Contractor that it has exercised due diligence in the investigation of the Site and of all Equipment, Structures and improvements thereon as provided in the Instructions to Offerors. The Contractor shall have no claim for any adjustment of any sort to the Contract Price or the Contract Time arising from or related to any conditions at the Site and all Equipment, Structures and improvements thereon or other information provided by the Owner that should have been discovered by such investigation.
- B. If the Contractor in the performance of the Work encounters physical conditions at the Site which differ materially from those indicated in the Contract Documents and which should not have been discovered previously in the exercise of due diligence, the Contractor promptly, and before the conditions are disturbed, shall give written Notice thereof to the Owner and shall not disturb the conditions until the Owner has inspected the same and the Owner has issued written instructions to proceed. Any request for an adjustment to the Contract Time or the Contract Price thereafter shall be subject to and governed by the provisions of the Terms and Conditions and Sections 3.0, 3.3 and 3.4 herein and the Specifications. Compliance with the Notice provisions is a condition precedent to any claim for adjustment of either the Contract Time or of the Contract Price due to such conditions. Failure to strictly comply with the condition precedent shall be an absolute bar to any claim for adjustment of either the Contract Time or the Contract Price.

**2.16 Safety Program and Contractor's Compliance:**

- 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.
- E. The Owner is not responsible for or has the authority for entering the Contractor's safety path.

## **2.17 Submittals:**

- A. All required submittals shall be set forth in the IFB/RFP.
- B. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the Contractor shall submit to the Owner for review in accordance with the Schedule of Submittals its Shop Drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment), which shall bear a stamp or specific written indication that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the Submittal. All Submittals shall be in the format as specified in Specifications, unless otherwise directed by the Owner. The data shown shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable UOSA to review the information.
- C. Before submission of each Submittal, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and have reviewed and coordinated each Submittal with other Submittals and with all the requirements of the Work and the Contract Documents.
- D. At the time of each submission, the Contractor shall give the Owner specific written Notice of each variation that the Submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation of each such variation to be made on each Shop Drawing submitted to the Owner for review and approval.
- E. The Owner shall review Submittals in a timely manner, but the Owner's review will be only for conformance with the intent of and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. The Contractor shall make corrections required by the Owner, and shall return specified number of corrected copies of Submittals, including one reproducible copy, and submit as required new samples for review. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Owner on previous Submittals. Should the Contractor fail to submit fully acceptable and correct Shop Drawings and Submittals on the second Submittal, one copy will be returned to the Contractor and the Contractor will be charged three hundred dollars and zero cents (\$300.00) for reviewing each subsequent Submittal.
- F. The Owner's review of Shop Drawings and Submittals shall not relieve the Contractor of its responsibility for any variation from the requirements of the Contract Documents unless the Contractor has called the Owner's attention to each such variation in writing at the time of submission and the Owner has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing, Submittal or sample approval; nor will any approval by the Owner relieve the Contractor of its responsibility for errors or omissions in the Submittals or Schedule of Submittals, for having complied with the provisions herein, nor otherwise for compliance with the requirements of the Contract Documents.
- G. Where a Shop Drawing, sample or Submittal of any kind is required by the Specifications, any related Work performed prior to Owner's review and approval of the pertinent submission shall be at the risk of the Contractor.
- H. Where catalog cuts contain information on more than one model, the specific model to be supplied and all pertinent information shall be clearly identified by highlighting or other easily discernible method.

## **2.18 Superintendence by Contractor:**

- 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(s) UOSA deems to be a threat to the safety of and/or security of 1) the UOSA premise; 2) UOSA personnel; or 3) the operations of the UOSA plant. UOSA may, in writing, request 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.

**2.19 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.

**2.20 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 2<sup>nd</sup> 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.

**2.21 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 by the person designated in writing by the Executive Director to make changes to the Contract..

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. The Owner may order minor changes in the Work, which the Contractor and the Owner agree do not involve extra cost or additional time by the use of a Field Order. The purpose of such Field Order is to document the scope of the change and to provide the authorization and direction for the Contractor to make such change(s).

**3.1 Discrepancies, Omissions, Inconsistencies and Clarifications:**

Any discrepancies, omissions, or inconsistencies found in the Contract Documents by the Contractor, or any provisions of the Contract Documents upon which the Contractor requires information, shall be reported to the Owner immediately by submitting in writing a Request for Information (RFI). The Owner will address any such RFI and provide information, in writing, within 30 days or receipt of the RFI. If the Contractor proceeds with any portion of the Work which may be affected by the questions raised in the RFI prior to obtaining such information from the Owner, the Contractor does so at its own risk. The Contractor shall proceed with other portions of the Work not affected by the questions raised in the RFI. If the Contractor fails to discover such a discrepancy, omission or inconsistency which, in the exercise of reasonable care and diligence it should have discovered, the Contractor shall be solely responsible for all costs and delays arising therefrom or related thereto.

The Contractor agrees that, in the event of any ambiguity or conflict in the Contract Documents, the language in the Contract Documents shall not be construed against the Owner.

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. Signed Contract
2. Supplemental Agreements, with the most recent having precedence
3. Task Orders or Purchase Orders
4. The Terms and Conditions
5. Signed Bid Form
6. The IFB/RFP and any Addenda to the IFB/RFP
7. Specifications
8. Drawings

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 a Bid/Proposal in response to this solicitation, the Offeror agrees to all Terms and Conditions and to the Specifications contained in the IFB/RFP.

**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. Unless otherwise stated in the Specifications, The Contractor shall be entitled to an extension of time for delay caused by any act or any neglect of the Owner, 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 Final Completion 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 the 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. Proof of Insurance:

1. 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.
2. The Contractor shall provide an additional insured endorsement attached to the Contractor's policy. UOSA is no longer able to accept only a certificate of insurance with a notation of UOSA as additional insured. However, your contractual obligation remains to maintain UOSA as an additional insured on your policy. Therefore, if you have not done so in the past, you will need contact your insurer to add this required endorsement to your policy adding UOSA as additional insured and provide both the certificate and the endorsement to UOSA as proof of insurance.

G. Builders Risk Insurance:

1. The Contractor shall secure and maintain throughout the Contract Time Builders Risk Insurance coverage for one hundred percent (100%) of the Contract Price. Such insurance shall be issued on an All Risk form, subject to exclusions, and shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship. Such Builders Risk Insurance shall cover the insurable interests of the Owner, Contractor, Subcontractor, suppliers of any portion of the Work, and any bondholders and shall contain a Waiver of Subrogation clause as to all such entities as part of the form or by separate endorsement. Proceeds of any claim shall be payable to the Owner to be applied toward repair or replacement of the damaged Work.
2. To the extent permitted by law and only to the extent covered by Builders Risk Insurance which meets or exceeds the coverage requirements of the preceding subparagraph 3.7.G.1, Contractor hereby agrees to waive any rights Contractor may have against the Owner, Subcontractor(s), suppliers of any portion of the Work, and any bondholders, for any damage to the Work, even if caused by the negligence of the Owner, Subcontractor(s), suppliers of any portion of the Work, or any bondholders.
3. The Contractor shall include in the Contract Price the costs of such Builders Risk Insurance and shall disclose such cost to the Owner promptly after award of the Contract. If the Owner can provide such Builders Risk Insurance at a price less than that available to the Contractor, the Owner reserves the right to provide such insurance and to issue a deductive Change Order for the cost of such insurance included by the Contractor in the Contract Price.

H. Subcontractor Insurance:

1. The Contractor shall require all Subcontractors to provide the same insurance coverage as that required of the Contractor as set forth in the Contract Documents. The following exceptions will be permitted with respect to the insurance requirements pertaining to any Subcontractor's insurance:
  - a. Workers' Compensation policy for the Commonwealth of Virginia shall be acceptable without the Waiver of Subrogation requirement.
  - b. The Notice of cancellation requirements may be amended to read thirty (30) days in lieu of sixty (60) days.
  - c. The Umbrella Insurance requirement will be acceptable at a minimum limit of \$1,000,000.00.
  - d. There is no requirement for the Subcontractor to provide Builders Risk Insurance separate from that obtained by the Contractor or Owner.
2. A Certificate of Insurance indicating compliance with the provisions herein shall be provided to the Owner and the Contractor prior to the commencement of any Work by any Subcontractor.

**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 Substantial Completion or Final Completion 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 equal to one hundred twenty dollars and zero cents (\$120.00) per day unless otherwise stated 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 Non-Conforming or Defective Work:**

- A. Any Work deemed by the Owner at any time during performance of the Work or prior to expiration of the Warranty Period to be defective shall be corrected or removed and replaced by Work which shall conform to the intent and requirements of the Contract Documents. Any Work condemned or rejected shall be corrected or removed at once. All such correction or removal and replacement shall be at the Contractor's expense, and shall not be the basis, in whole or in part, for any adjustment of the Contract Time or the Contract Price.
- B. No failure on the part of either the Owner during the performance of the Work to condemn or reject Work which does not comply with the intent and requirements of the Contract Documents or to reject nonconforming Work contained in Contractor submittals shall be construed to imply acceptance thereof.

**3.11 Ownership of the Work:** Upon Final Completion, 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.

**3.12 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.

**3.13 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.

**3.14 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:

1. Stop Work;
2. Place no further subcontracts or orders for materials or services;
3. 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;
4. Assign to Owner all Subcontracts as designated by Owner to be assigned and terminate all other subcontracts; and
5. 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.

**3.15 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.

**3.16 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.

**3.17 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 Final Completion of the Work and shall continue for a period of one (1) year thereafter.

All warranties set forth in the IFB/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 Completion, 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, 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.

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 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 or 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.

#### **4.2 Partial Payments:**

##### **A. GENERAL**

1. Except as provided below for bonds and insurance, acceptance by the Owner of the Schedule shall be a condition precedent to the obligation of the Owner to make any partial payment to the Contractor. Partial payments for bonds and insurance shall be substantiated by such supporting documentation as may be required by the Owner. Acceptance of the Project Schedule thereafter, as and when required by the Specifications, shall be a condition precedent to the obligation of the Owner to consider any subsequent Application for Payment submitted by the Contractor.
2. Nothing contained in this Article shall be construed to affect the right, hereby reserved to the Owner, to reject the whole or any part of the Work, should such Work be later found not to comply with the Contract Documents. All estimated quantities of Work for which partial payments have been made are subject to review and correction on subsequent estimates. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of Work performed shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the partial payments. Such estimates of quantities of Work performed shall be determined in accordance with the Project Schedule.

##### **B. APPLICATION FOR PAYMENT**

1. The Contractor is required to submit its Application for Payment by the 15<sup>th</sup> of each month. Each Application for Payment shall be accompanied by the photographic records as required by the Specifications and by a release of liens and claims in compliance with Section 4.4.
2. The Owner will, within ten (10) days after receipt of each Application for Payment, either indicate in writing an intent to pay the Application for Payment, or return the Application for Payment to the Contractor indicating in writing the Owner's reasons for refusing to recommend partial payment. In the latter case, the Contractor shall, within seven (7) days, make the necessary corrections and resubmit the Application for Payment.
3. The Owner may refuse to pay any part of any partial payment if it would be incorrect to make such payment. The Owner may also refuse to pay any such partial payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such partial payment previously recommended to such extent as may be necessary to protect the Owner from loss because:
  - a. any part or portion of the Work is defective;
  - b. completed Work has been damaged, requiring correction or replacement;
  - c. written claims have been made against the Owner or liens have been filed in connection with the Work;
  - d. the Contract Price has been reduced because of Change Orders;
  - e. the Owner has been required to correct defective Work or complete the Work in accordance with Section 3.2. Defaults;
  - f. of the Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents; or
  - g. of the Contractor's failure to make partial payment to Subcontractors or for labor, equipment and materials, or Equipment, or as otherwise represented to the Owner.
4. The Owner reserves the right to withhold partial payments or a portion thereof if, in the opinion of the Owner, the Work is not proceeding according to the requirements of the Contract Documents or as the Contract Documents otherwise authorize the Owner to withhold or suspend payments.

#### 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:** 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 (if applicable)**

#### **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 Offeror.

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.



## Attachment B - Solicitation Response Form

RFP Number: 22-14

Title: Cub Run Pump Station Motor Drive Replacements

### Company Identification

Name \_\_\_\_\_  
Mailing \_\_\_\_\_  
Address \_\_\_\_\_  
Remit \_\_\_\_\_  
Address \_\_\_\_\_  
FEIN # \_\_\_\_\_

Contact Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
VA SCC ID # \_\_\_\_\_

*\*Pursuant to VA Code § 2.2-4311.2, an offeror organized or authorized to transact business in the Commonwealth must include its VA SCC provided ID# or proof of pending application for SCC authorization. If offeror is exempt from SCC authorization requirement they shall include, as a separate attachment, a statement accurately and completely reflecting why the offeror does not need to be so authorized. See Section 2.2 in the Standard Terms and Conditions.*

### Company Classification

Principal place of business located in (state) \_\_\_\_\_ State of incorporation \_\_\_\_\_

Check one: Sole Prop. ☐ Partnership ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Corporation ☐

Check all that apply: Small ☐ Women Owned ☐ Minority Owned ☐ Service Disabled Veteran Owned ☐

### Addenda Receipt Confirmation:

Addendum # \_\_\_\_\_ ☐, Addendum # \_\_\_\_\_ ☐, Addendum # \_\_\_\_\_ ☐, Addendum # \_\_\_\_\_ ☐, Addendum # \_\_\_\_\_ ☐

### Confirmation of Compliance to Solicitation Requirements, Terms and Conditions

The undersigned offers and agrees to furnish the goods, and/or services requested in solicitation [ ] in accordance with the attached offer. The undersigned certifies that they have read and understand all standard and supplemental terms and conditions provided in the aforementioned solicitation including but not limited to Standard Terms and Conditions Section 2.1 - Collusion, Section 2.2 - Compliance with Laws and Section 2.9 - Ethics in Public Contracting.

The attached offer is in accordance with all specifications and offeror accepts all terms and conditions contained in and incorporated by reference into the solicitation,

☐ with no exceptions.

☐ with the following exceptions/modifications (provided as separate attachment).

**Note: Any material exceptions to solicitation specifications, terms or conditions will render an offer non-responsive. UOSA, in its sole discretion, will determine what constitutes a material exception.**

Authorized Signature \_\_\_\_\_  
must be original, ink signature

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

### Submission Checklist – The following documents and forms are required as part of your submission. See Section 3.6

Attachment B - Solicitation Response Form	<input type="checkbox"/>	<input type="checkbox"/>
Attachment C - Qualifications	<input type="checkbox"/>	<input type="checkbox"/>
Attachment D - References	<input type="checkbox"/>	<input type="checkbox"/>
Attachment E - Pricing Summary Sheet	<input type="checkbox"/>	<input type="checkbox"/>

## ATTACHMENT C - OFFEROR'S QUALIFICATIONS

### General Qualifications

1. How many years' experience with VFDs similar to UOSA's does your organization have?  
☐ < 5 years      ☐ 5-15 years      ☐ 15-30 years      ☐ > 30 years
2. How many years' experience with control system installation and integration similar to UOSA's does your organization have?  
☐ < 5 years      ☐ 5-15 years      ☐ 15-30 years      ☐ > 30 years
3. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?  
☐ Yes      ☐ No  
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. \_\_\_\_\_.
4. Have any of your officers, directors, UOSA, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?  
☐ Yes      ☐ No  
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. \_\_\_\_\_.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?  
☐ Yes      ☐ No  
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. \_\_\_\_\_.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?  
☐ Yes      ☐ No  
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. \_\_\_\_\_.
7. Do you intend to utilize Subcontractors to provide any of the services necessary to complete the project as outlined in Section 2.  
☐ Yes      ☐ No  
If **yes**, provide a list of their names, addresses, contact person and the type of service will provide. Indicate if the use of Subcontractors is to supplement in-house resources or is in lieu of in-house resources.

**Safety Qualifications**

8. Does your organization have a written Safety program

☐ Yes ☐ No

9. If yes, does it include (check all that apply):

Lock-out/Tag-out ☐ Confined Space ☐ Rigging ☐

*UOSA reserves the right to ask Offerors for any additional information that UOSA, in its sole discretion, deems necessary to make an award.*

**THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL**

## ATTACHMENT D - REFERENCES

Reference 1:

Company Name:	
Address:	
Contact Person:	
Telephone:	
Fax:	
Email:	
Description and years of Work:	

Reference 2:

Company Name:	
Address:	
Contact Person:	
Telephone:	
Fax:	
Email:	
Description and years of Work:	

Reference 3:

Company Name:	
Address:	
Contact Person:	
Telephone:	
Fax:	
Email:	
Description and years of Work:	

Reference 4:

Company Name:	
Address:	
Contact Person:	
Telephone:	
Fax:	
Email:	
Description and years of Work:	

Reference 5:

Company Name:	
Address:	
Contact Person:	
Telephone:	
Fax:	
Email:	
Description and years of Work:	

**This form must be included with your submission.**

**ATTACHMENT E - PRICING SUMMARY SHEET**

Having carefully examined the site, the drawings, specifications and other RFP documents, the undersigned proposes to furnish all labor, materials, supplies and equipment necessary for the VFD replacement Project at the UOSA Cub Run Pump Station located at 15011 Compton Road, Centreville, Virginia 20121. All work shall be completed in accordance with Drawings and Specifications provided herein.

The amounts shall be expressed in figures, only. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Pricing shall include all labor, materials, and equipment necessary to complete the installation. Pricing shall include removal of all waste, trash and debris created as a result of the work performed.

Note: Contractors are expected to provide all miscellaneous materials for contracted work including, but not limited to, cleaners, pipe dope, duct tape, nuts and bolts, gaskets, etc. Requesting any materials from UOSA Supply is strictly prohibited.

Line No.	Item	Cost 450 hp (cost for one drive replacement)	Cost 600 hp (cost for one drive replacement)	
1	Demolition of Existing VFDs			
2	New Equipment Cost			
3	Installation Costs			
4	Programming/Controls			
5	Equipment Testing			
6	Rebate for Salvage Value (enter as negative)			Grand Total
				All six anticipated VFD replacements (450 hp Total * 2 + 600 hp Total * 4)
7	Total	sum column 3	sum column 4	

The expected total number of calendar days from the issue of a PO for the removal of one existing VFD and complete installation of new 450 hp VFD in accordance with the Scope of Work. \_\_\_\_\_(Days)

The expected total number of calendar days from the issue of a PO for the removal of one existing VFD and complete installation of new 600 hp VFD in accordance with the Scope of Work. \_\_\_\_\_(Days)

**Please list below the proposed manufacture and model for the VFDs.**

**Percent of Work estimated to be completed by Subcontractors** \_\_\_\_\_

**(\*\*Any Subcontractors proposed shall be provided in writing as an attachment to the Proposal\*\*)**

**THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL**

**ATTACHMENT F – FORMS**

[Following two pages]

**UOSA CONTRACT**  
**MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION**

OWNER \_\_\_\_\_ EQPT SERIAL NO: \_\_\_\_\_  
EQPT TAG NO: \_\_\_\_\_ EQPT/SYSTEM: \_\_\_\_\_  
PROJECT NO: \_\_\_\_\_ SPEC. SECTION: \_\_\_\_\_

I hereby certify that the above-referenced equipment/system has been:

(Check Applicable)

- ☐ Installed in accordance with Manufacturer's recommendations.
- ☐ Inspected, checked, and adjusted.
- ☐ Serviced with proper initial lubricants.
- ☐ Electrical and mechanical connections meet quality and safety standards.
- ☐ All applicable safety equipment has been properly installed.
- ☐ Functional tests.
- ☐ System has been performance tested, and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Note: Attach any performance test documentation from manufacturer.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate his equipment and (iii) authorized to make recommendations required to assure that the equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: \_\_\_\_\_, 20\_\_

Manufacturer: \_\_\_\_\_

By Manufacturer's Authorized Representative: \_\_\_\_\_

(Authorized Signature)

## UOSA CONTRACT CRPS VFD REPLACEMENT TYPICAL MAINTENANCE SUMMARY FORM

**1. O&M IDENTIFICATION NUMBER**


**2. EQUIPMENT ITEM:****3. MANUFACTURER:****4. EQUIPMENT IDENTIFICATION NUMBER:****5. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS):****6. NAMEPLATE DATA (hp, voltage, speed, etc.):**


**7. MANUFACTURER'S LOCAL REPRESENTATIVE:**

NAME: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**8. MAINTENANCE REQUIREMENTS:**

Maintenance Operations	Frequency	Lubricant (If Applicable)	Comments
List briefly each maintenance operation required and refer to specific information in mfr's standard maintenance manual, if applicable.	List required frequency of each maintenance operation.	Refer by symbol to lubricant list required.	

**9. LUBRICANT LIST (List equivalent lubricants, as distributed by each manufacturer for the specific use recommended):**

<u>List symbols used in Item 8 above</u>	<u>Chevron</u>	<u>Mobile</u>	<u>Shell</u>	<u>Or Equal</u>

**10. SPARE PARTS:** Include your recommendation regarding what spare parts and how many, if any, should be kept in stock.

**ATTACHMENT G – PERFORMANCE CURVES**

[Following four pages]



# PERFORMANCE CURVE

PRODUCT  
CP3312/845

TYPE

DATE  
2003-05-27

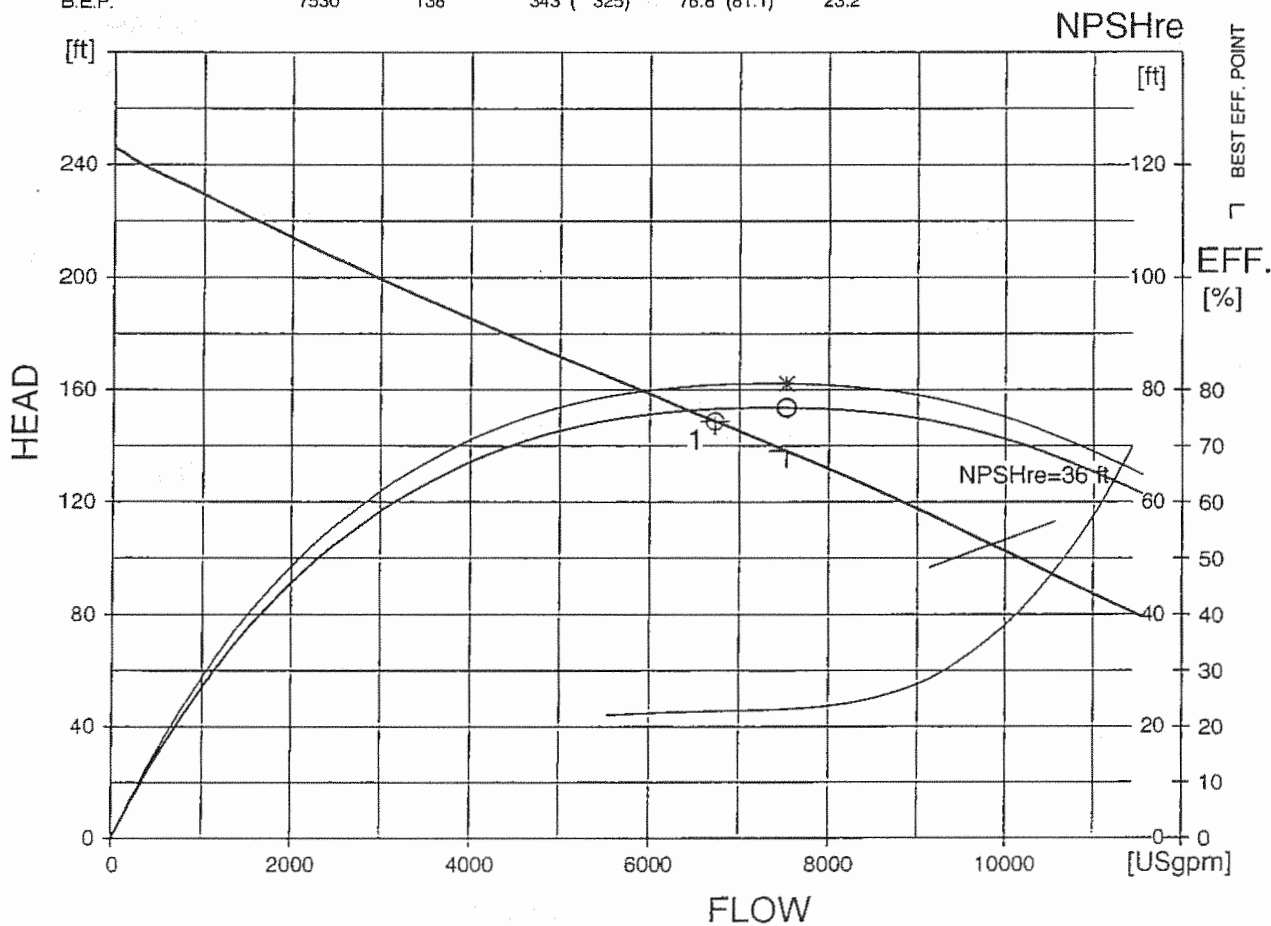
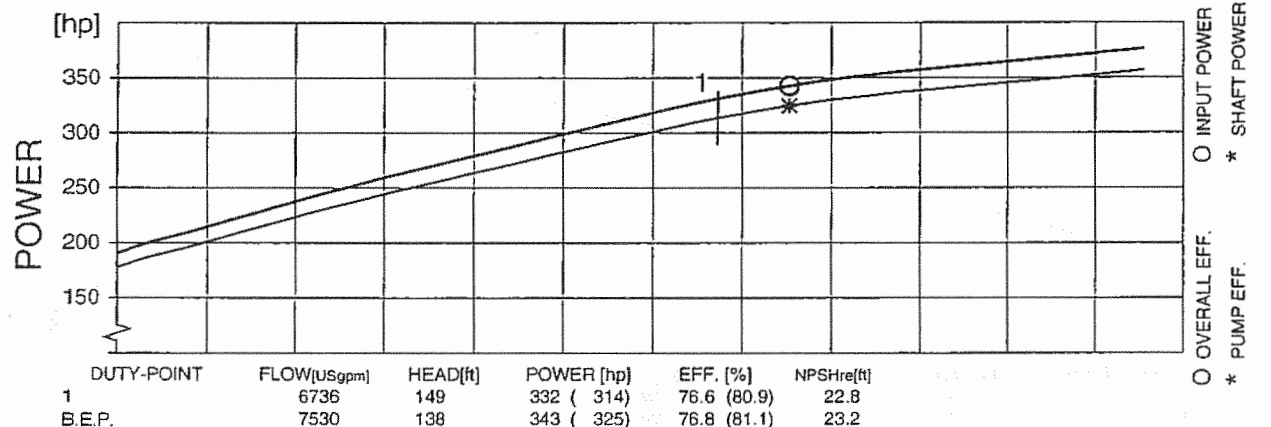
PROJECT  
Cub Run - Two Pumps

CURVE NO  
C3312-63-630

ISSUE  
6

POWER FACTOR	1/1-LOAD 0.84	3/4-LOAD 0.80	1/2-LOAD 0.71	RATED POWER ..... 385 hp
EFFICIENCY	94.5 %	94.5 %	93.5 %	STARTING CURRENT ... 2670 A
MOTOR DATA	---	---	---	RATED CURRENT ... 455 A
COMMENTS	INLET/OUTLET - /300 mm			RATED SPEED ..... 1190 rpm
	IMP. THROUGHLET 102 mm			TOT.MOM.OF INERTIA ... 9.3 kgm2
				NO. OF BLADES 3


IMPELLER DIAMETER			
530 mm			
MOTOR #		STATOR	REV
54-52-6AA		01D	13
FREQ.	PHASES	VOLTAGE	POLES
60 Hz	3	460 V	6
GEARTYPE		RATIO	
---		---	

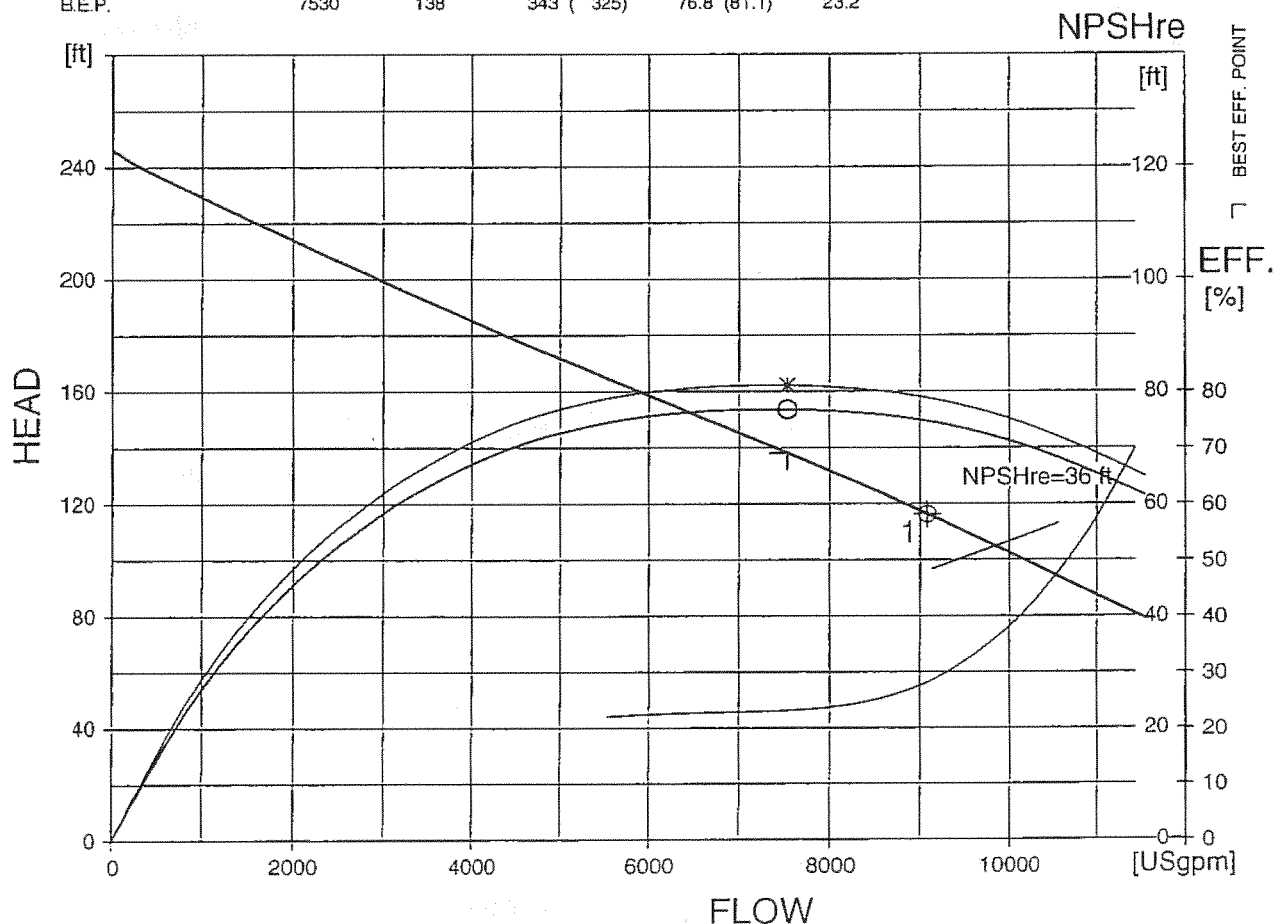
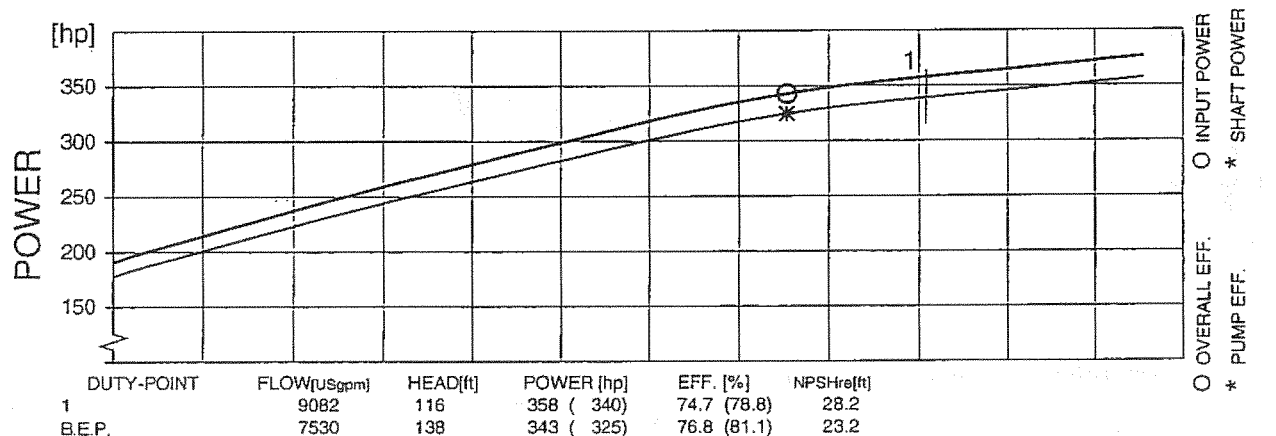


NPSHre = NPSH3% + min. operational margin  
Performance with clear water and ambient temp 40 °C



CURVE


		PERFORMANCE CURVE		PRODUCT	CP 3312 / 845	TYPE	
DATE	2003-05-27	PROJECT	Cub Run - One Pump	CURVE NO	C3312-63-630	ISSUE	6
POWER FACTOR EFFICIENCY MOTOR DATA	1/1-LOAD	3/4-LOAD	1/2-LOAD	RATED POWER .....	385	hp	IMPELLER DIAMETER
	0.84	0.80	0.71	STARTING CURRENT ...	2670	A	530 mm
	94.5 %	94.5 %	93.5 %	RATED CURRENT ...	455	A	MOTOR #
COMMENTS		INLET/OUTLET		RATED SPEED .....	1190	rpm	STATOR
		- /300 mm		TOT.MOM.OF INERTIA ...	9.3	kgm2	01D
		IMP. THROUGHLET		NO. OF BLADES	3		REV
		102 mm					13
							FREQ.
							60 Hz
							PHASES
							3
							VOLTAGE
							460 V
							POLES
							6
							GEARTYPE
							---
							RATIO
							---

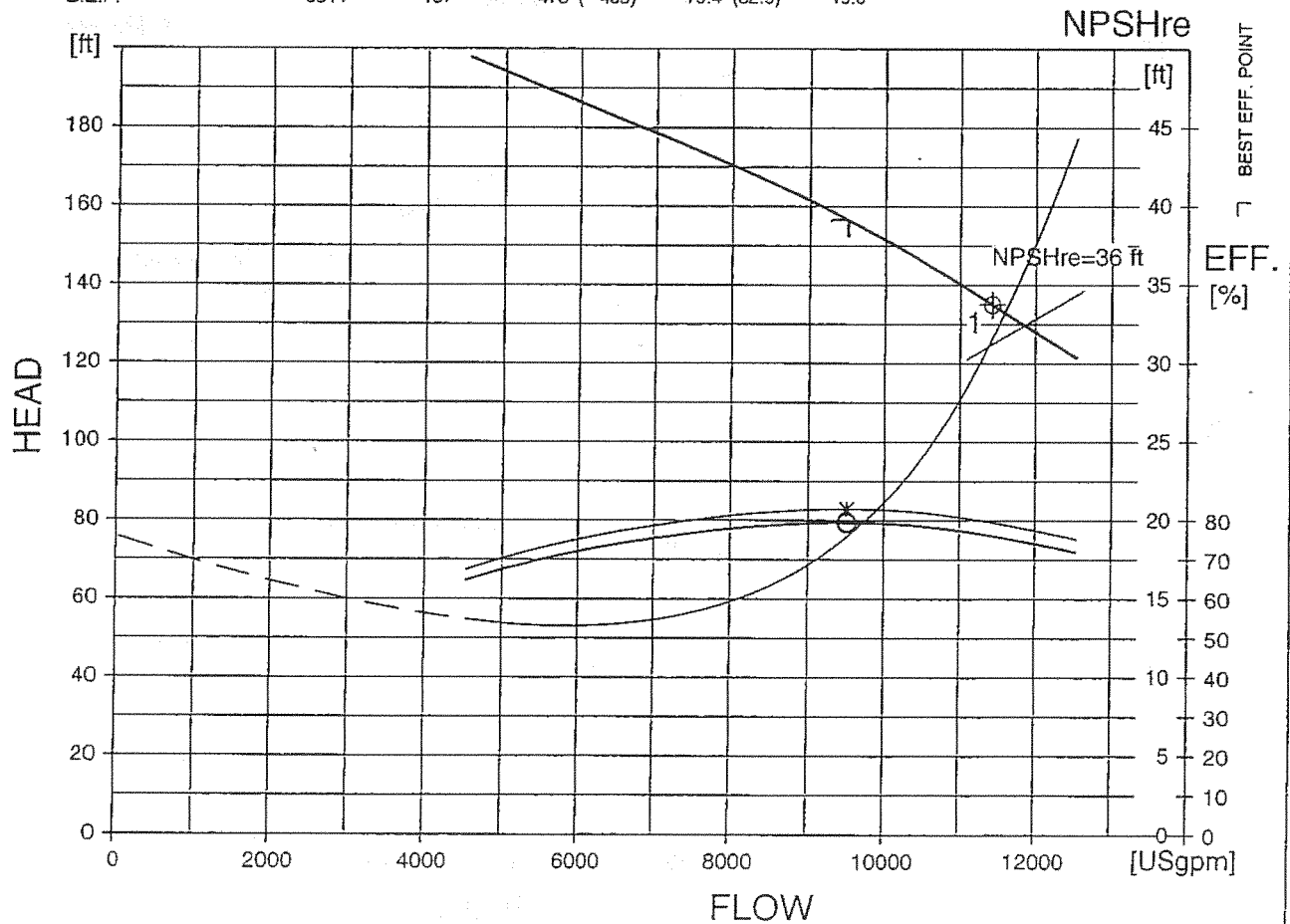
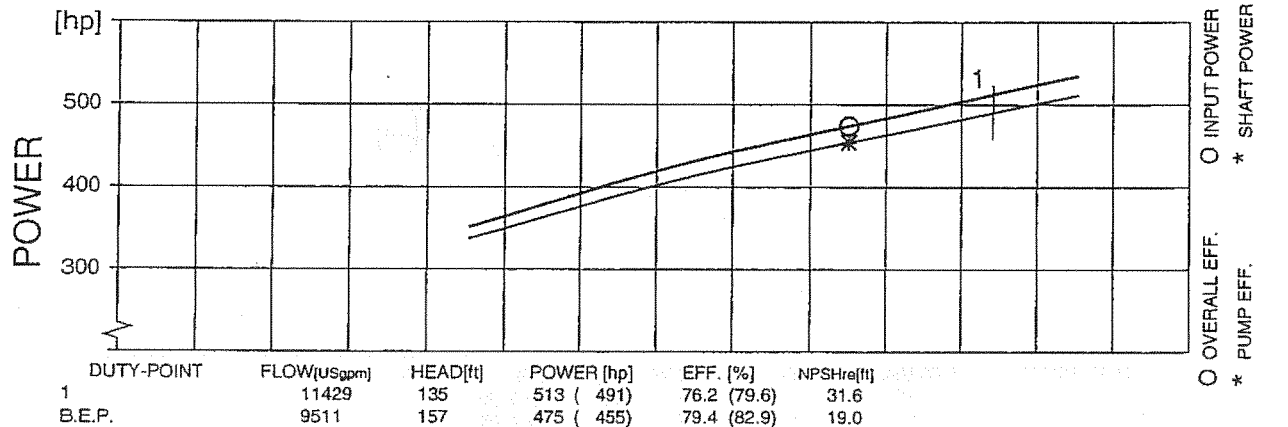


NPSHre = NPSH3% + min. operational margin  
Performance with clear water and ambient temp 40 °C



CURVE


		PERFORMANCE CURVE		PRODUCT	CT 3351 /905	TYPE	
DATE	2003-06-16	PROJECT	Cub Run - One Pump	CURVE NO	C3351-63-850	ISSUE	4
POWER FACTOR	0.85	1/1-LOAD	0.83	1/2-LOAD	0.76	IMPELLER DIAMETER	
EFFICIENCY	95.5 %		95.5 %		95.5 %	715 mm	
MOTOR DATA	---		---		---	MOTOR #	66-56-8AA
COMMENTS				RATED POWER	525 hp	STATOR	38D
				STARTING CURRENT	3340 A	REV	13
				RATED CURRENT	605 A		
				RATED SPEED	890 rpm	FREQ.	60 Hz
				TOT.MOM.OF INERTIA	25 kgm2	PHASES	3
				NO. OF BLADES	3	VOLTAGE	460 V
						POLES	8
						GEARTYPE	---
						RATIO	---

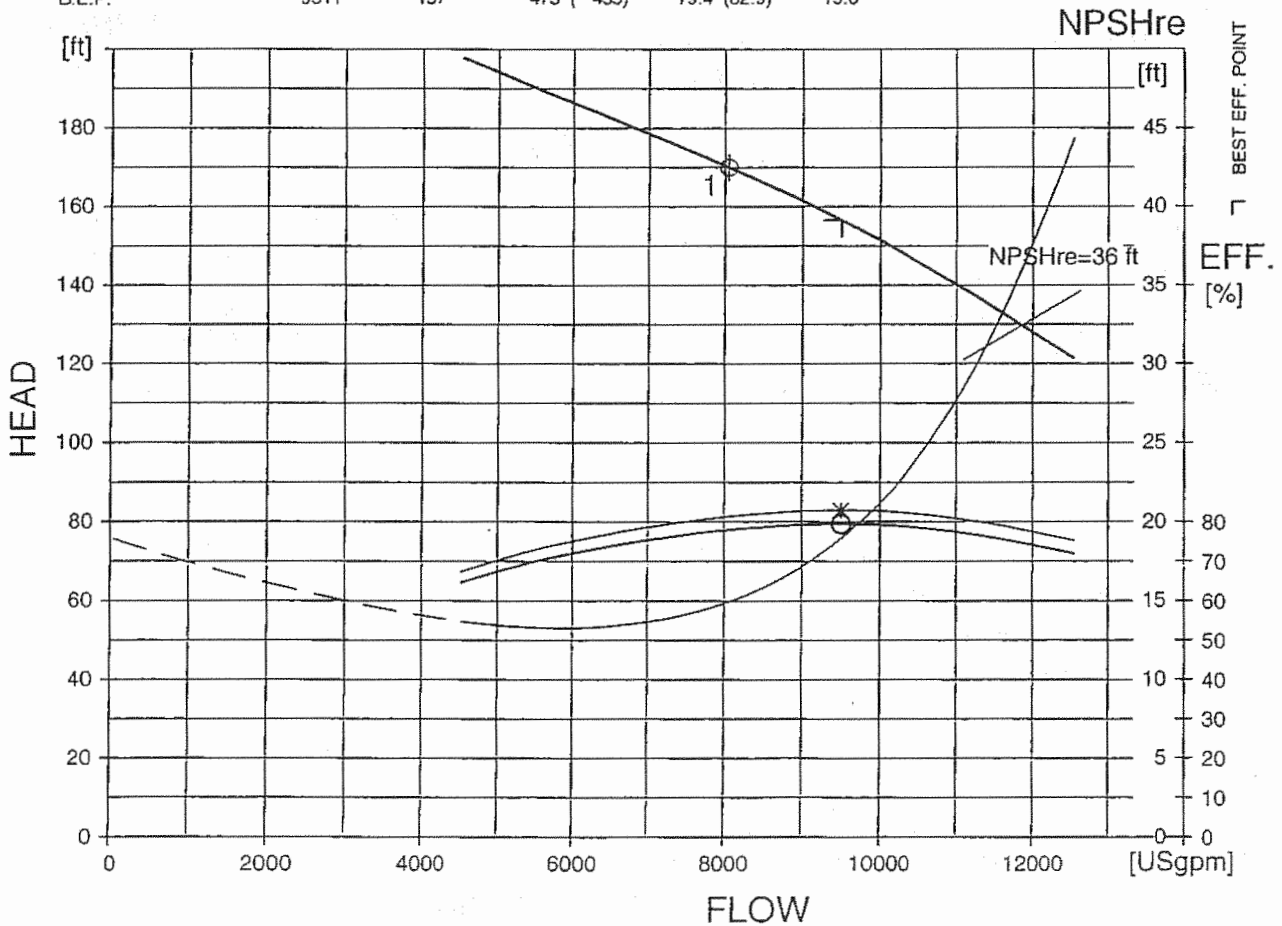
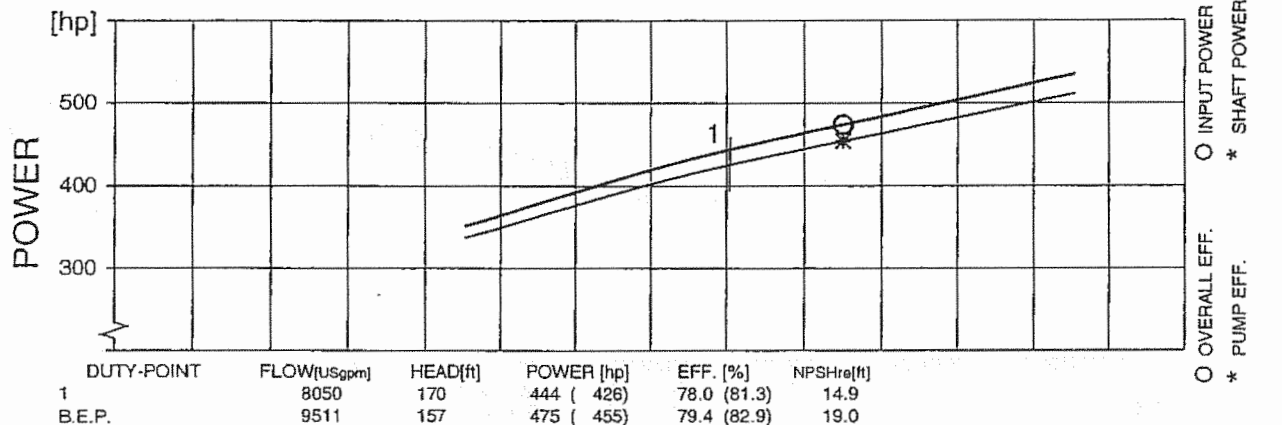


NPSHre = NPSH3% + min. operational margin  
 Performance with clear water and ambient temp 40 °C



CURVE

		PERFORMANCE CURVE		PRODUCT	CT 3351 /905	TYPE	
DATE	2003-06-16	PROJECT	Cub Run - Two Pumps	CURVE NO	C3351-63-850	ISSUE	4
POWER FACTOR	0.85	1/1-LOAD	0.83	3/4-LOAD	0.76	1/2-LOAD	
EFFICIENCY	95.5 %		95.5 %		95.5 %		
MOTOR DATA	---		---		---		
COMMENTS				INLET/OUTLET	450/350 mm	RATED POWER	525 hp
				IMP. THROUGHLET	110 mm	STARTING CURRENT	3340 A
						RATED CURRENT	605 A
						RATED SPEED	890 rpm
						TOT.MOM.OF INERTIA	25 kgm2
						NO. OF BLADES	3
						IMPELLER DIAMETER	715 mm
						MOTOR #	66-56-8AA
						STATOR	38D
						REV	13
						FREQ.	60 Hz
						PHASES	3
						VOLTAGE	460 V
						POLES	8
						GEARTYPE	---
						RATIO	---



FLYPS2.17 (20021016)

NPSHre = NPSH3% + min. operational margin  
Performance with clear water and ambient temp 40 °C

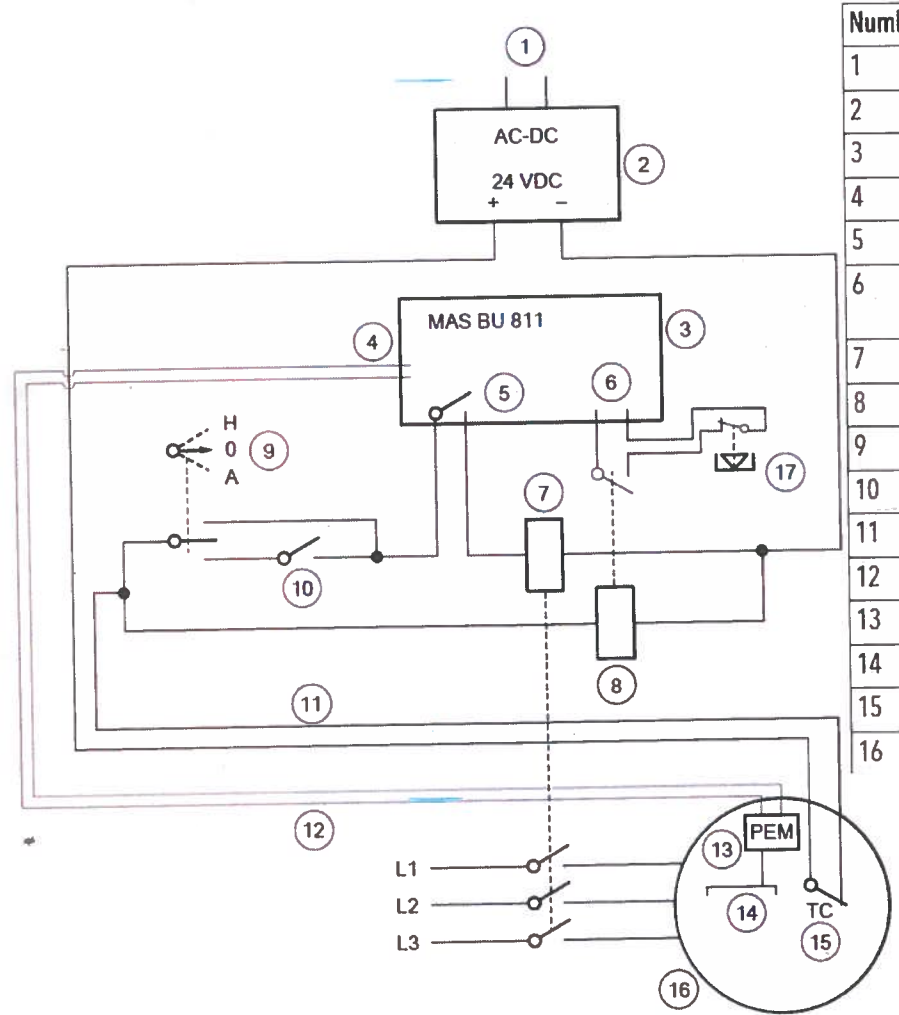
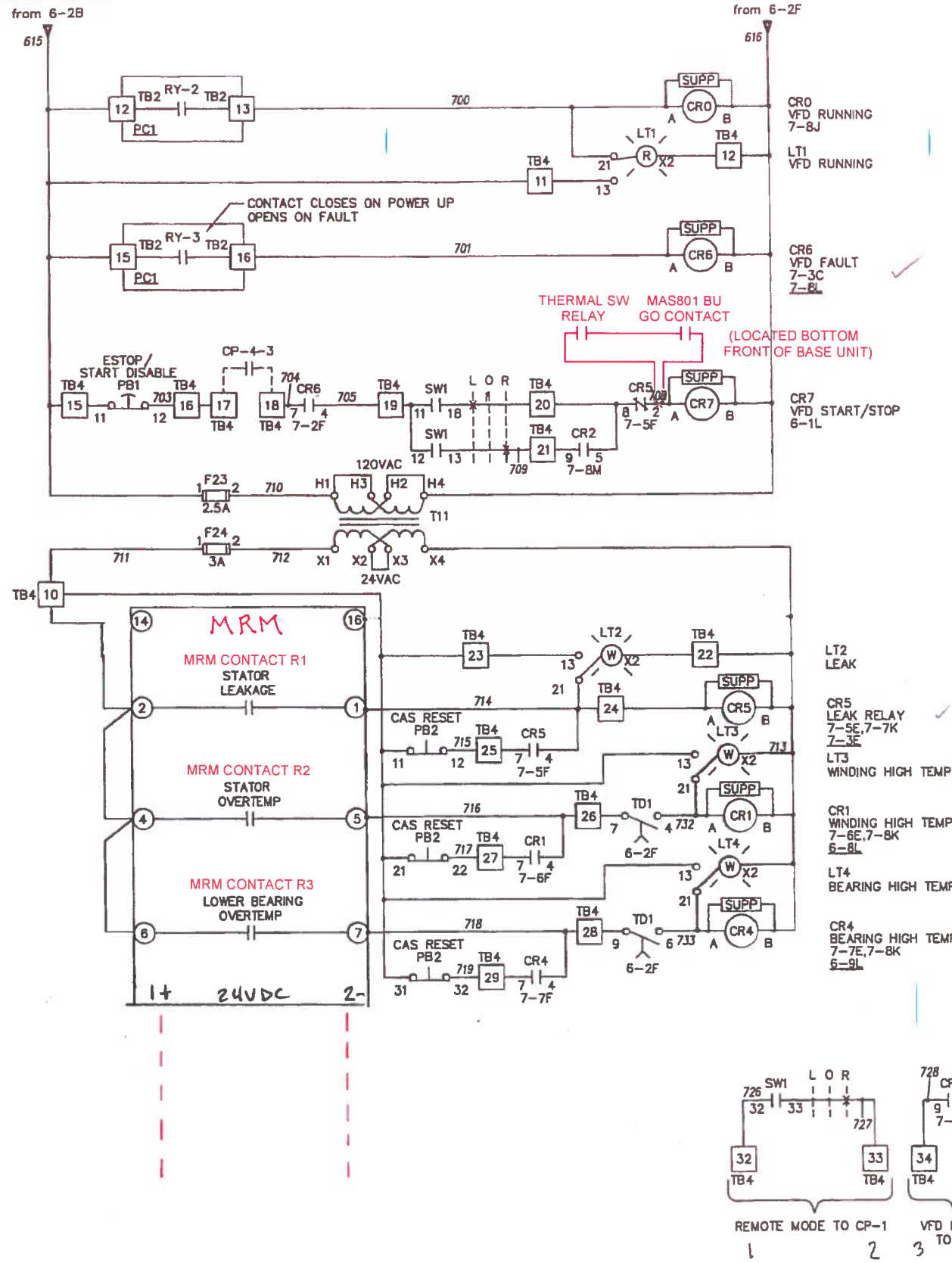


CURVE

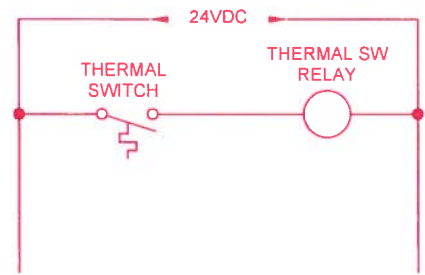
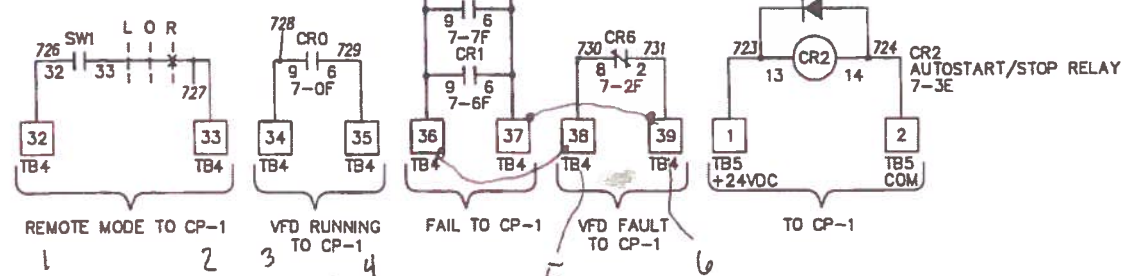
**ATTACHMENT H – Drawings**

[Following fourteen pages]

A B C D E F H J K L M N P R S T



Number	Part
1	Power outlet
2	AC/DC converter
3	Base unit
4	Pump electronic module communication
5	GO-contact
6	Digital input
7	Contactor
8	Auxiliary relay, R1
9	Hand-Off-Auto (HOA) controller
10	Pump control
11	T3 and T4 signal leads in SUBCAB™ power cable
12	T1 and T2 signal leads in SUBCAB™ power cable
13	Pump electronic module
14	Pump sensors
15	Thermal contact
16	Pump



**WARNING**  
HAZARD OF ELECTRICAL SHOCK  
DISCONNECT INCOMING POWER BEFORE OPENING OR WORKING ON THIS UNIT  
ESD SENSITIVE EQUIPMENT

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UNLESS OTHERWISE SPECIFIED:  
ALL DIMENSIONS IN INCHES  
INTERPRET DRAWING PER  
ASME Y14.5M-1994  
TOLERANCES: .XXX ±.015  
ANGLES ±1°  
THIRD ANGLE PROJECTION

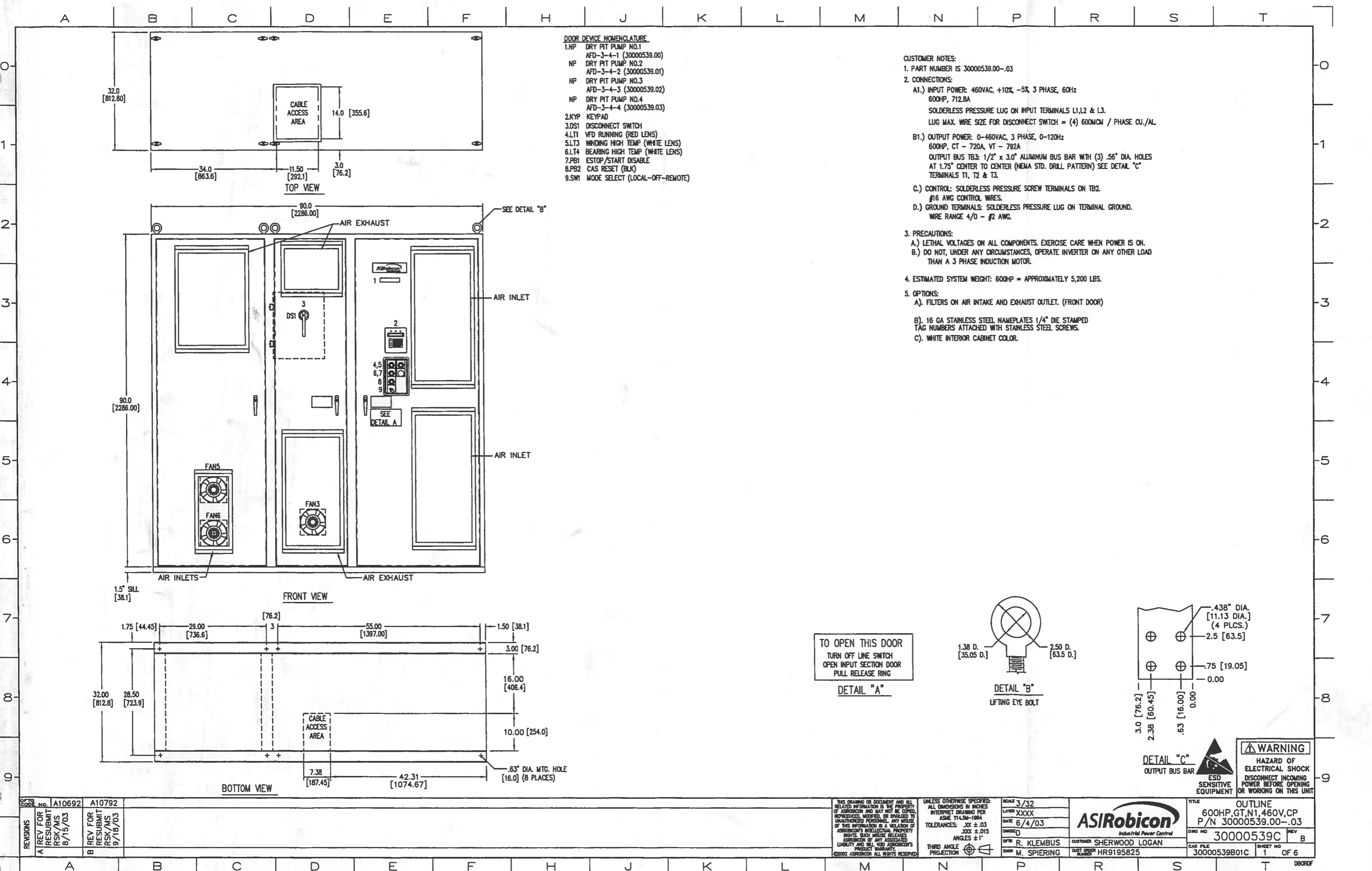
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LAYER: XXXX  
DATE: 6/2/03  
DESIGN: D  
BY: R. KLEMBUS  
CHK: M. SPIERING

OWNER: SHERWOOD LOGAN  
CUST. ORDER: HR9195825

TITLE: CONTROL SCHEMATIC  
450HP,GT,N1,460V,CP  
P/N 30000540.00-.01  
30000540C  
SHEET NO: 7 OF 7

DATE: 6/2/03  
REV: 5

A B C D E F H J K L M N P R S T



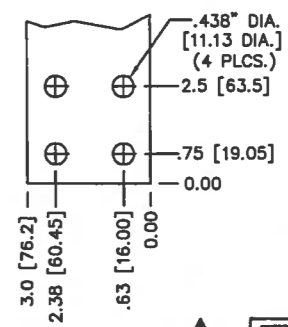
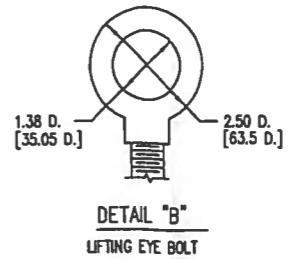
DOOR DEVICE NOMENCLATURE

1.NP	DRY PIT PUMP NO.1
	AFD-3-4-1 (30000539.00)
NP	DRY PIT PUMP NO.2
	AFD-3-4-2 (30000539.01)
NP	DRY PIT PUMP NO.3
	AFD-3-4-3 (30000539.02)
NP	DRY PIT PUMP NO.4
	AFD-3-4-4 (30000539.03)
2.KYP	KEYPAD
3.OS1	DISCONNECT SWITCH
4.LT1	VFD RUNNING (RED LENS)
5.LT3	WINDING HIGH TEMP (WHITE LENS)
6.LT4	BEARING HIGH TEMP (WHITE LENS)
7.PB1	ESTOP/START DISABLE
8.PB2	CAS RESET (BLK)
9.SW1	MODE SELECT (LOCAL-OFF-REMOTE)

- CUSTOMER NOTES:
- PART NUMBER IS 30000539.00-.03
  - CONNECTIONS:
    - INPUT POWER: 460VAC, +10%, -5%, 3 PHASE, 60Hz  
600HP, 712.8A  
SOLDERLESS PRESSURE LUG ON INPUT TERMINALS L1, L2 & L3.  
LUG MAX. WIRE SIZE FOR DISCONNECT SWITCH = (4) 600MCM / PHASE CU./AL
    - OUTPUT POWER: 0-460VAC, 3 PHASE, 0-120Hz  
600HP, CT - 720A, VT - 792A  
OUTPUT BUS TB3: 1/2" x 3.0" ALUMINUM BUS BAR WITH (3) .56" DIA. HOLES  
AT 1.75" CENTER TO CENTER (NEMA STD. DRILL PATTERN) SEE DETAIL "C"  
TERMINALS T1, T2 & T3.
    - CONTROL: SOLDERLESS PRESSURE SCREW TERMINALS ON TB2.  
#16 AWG CONTROL WIRES.
    - GROUND TERMINALS: SOLDERLESS PRESSURE LUG ON TERMINAL GROUND.  
WIRE RANGE 4/0 - #2 AWG.
  - PRECAUTIONS:
    - LETHAL VOLTAGES ON ALL COMPONENTS. EXERCISE CARE WHEN POWER IS ON.
    - DO NOT, UNDER ANY CIRCUMSTANCES, OPERATE INVERTER ON ANY OTHER LOAD  
THAN A 3 PHASE INDUCTION MOTOR.
  - ESTIMATED SYSTEM WEIGHT: 600HP = APPROXIMATELY 5,200 LBS.
  - OPTIONS:
    - FILTERS ON AIR INTAKE AND EXHAUST OUTLET. (FRONT DOOR)
    - 16 GA STAINLESS STEEL NAMEPLATES 1/4" DIE STAMPED  
TAG NUMBERS ATTACHED WITH STAINLESS STEEL SCREWS.
    - WHITE INTERIOR CABINET COLOR.


TO OPEN THIS DOOR  
TURN OFF LINE SWITCH  
OPEN INPUT SECTION DOOR  
PULL RELEASE RING

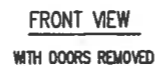
DETAIL "A"



WARNING  
HAZARD OF  
ELECTRICAL SHOCK  
DISCONNECT INCOMING  
POWER BEFORE OPENING  
OR WORKING ON THIS UNIT

ESD  
SENSITIVE  
EQUIPMENT

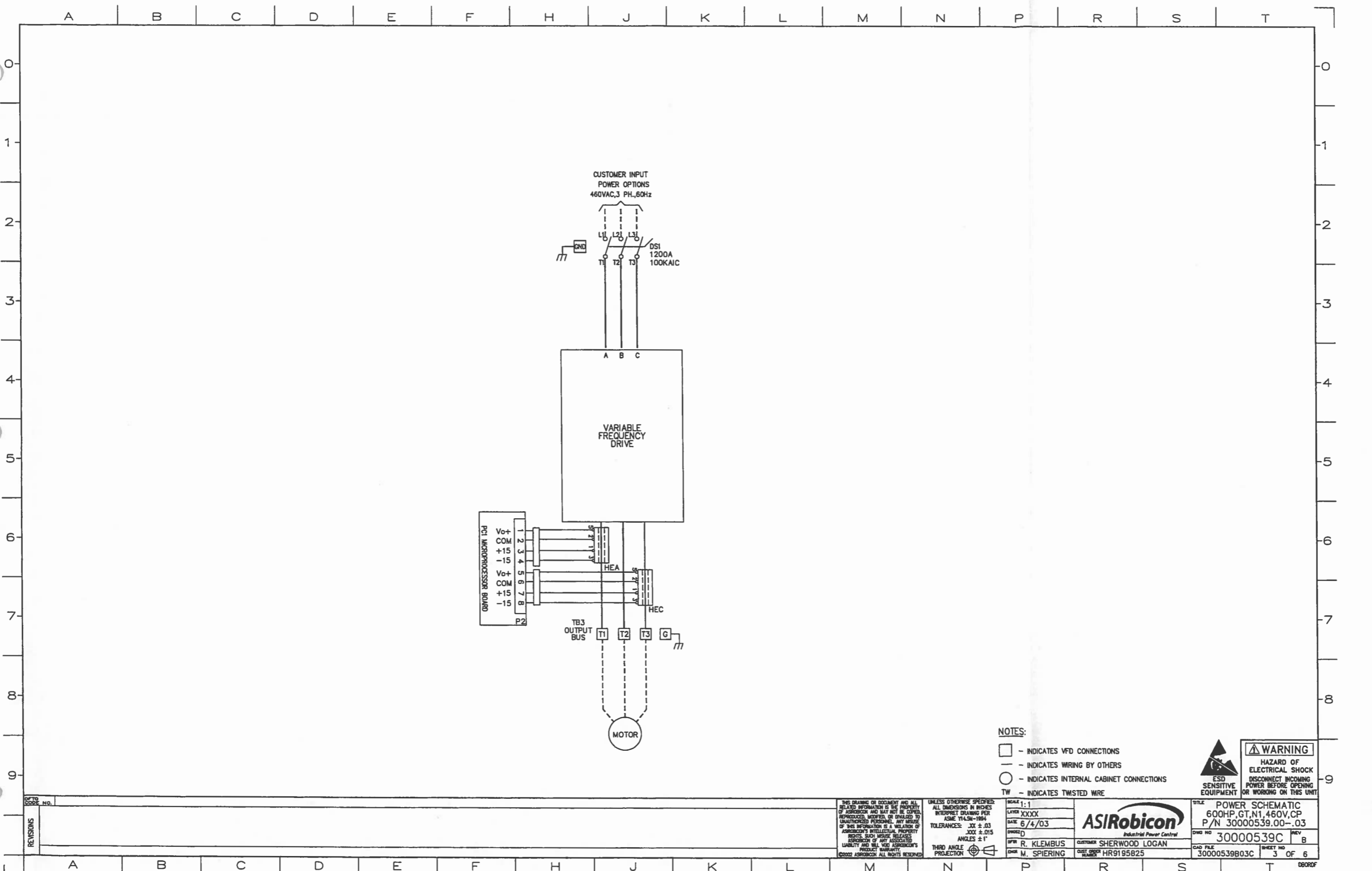
CODE NO. A10692 A10792		THIS DRAWING OR DOCUMENT AND ALL RELATED INFORMATION IS THE PROPERTY OF ASI ROBICON AND MAY NOT BE COPIED, REPRODUCED, MODIFIED OR UNLAWFULLY DISSEMINATED. ANY VIOLATION OF THIS INFORMATION IS A VIOLATION OF ASI ROBICON'S INTELLECTUAL PROPERTY RIGHTS. SUCH VIOLATION RELEASES ASI ROBICON OF ANY ASSOCIATED LIABILITY AND WILL VOID ASI ROBICON'S PRODUCT WARRANTY. ©2002 ASI ROBICON. ALL RIGHTS RESERVED.										UNLESS OTHERWISE SPECIFIED: ALL DIMENSIONS IN INCHES INTERPRET DRAWING PER ASME Y14.5M-1994 TOLERANCES: .XX ± .03 X.XX ± .015 ANGLES ± 1° THIRD ANGLE PROJECTION		SCALE: 3/32 LAYER: XXXX DATE: 6/4/03 DWG: [ ] BY: R. KLEMBUS CHK: M. SPIERING		 Industrial Power Control		TITLE: OUTLINE 600HP,GT,N1,460V,CP P/N 30000539.00--.03 DWG NO: 30000539C REV: B CADD FILE: 30000539B01C SHEET NO: 1 OF 6																	
REVISIONS		A	REV FOR RESUBMIT RSK/MS 8/15/03	B	REV FOR RESUBMIT RSK/MS 9/18/03																														
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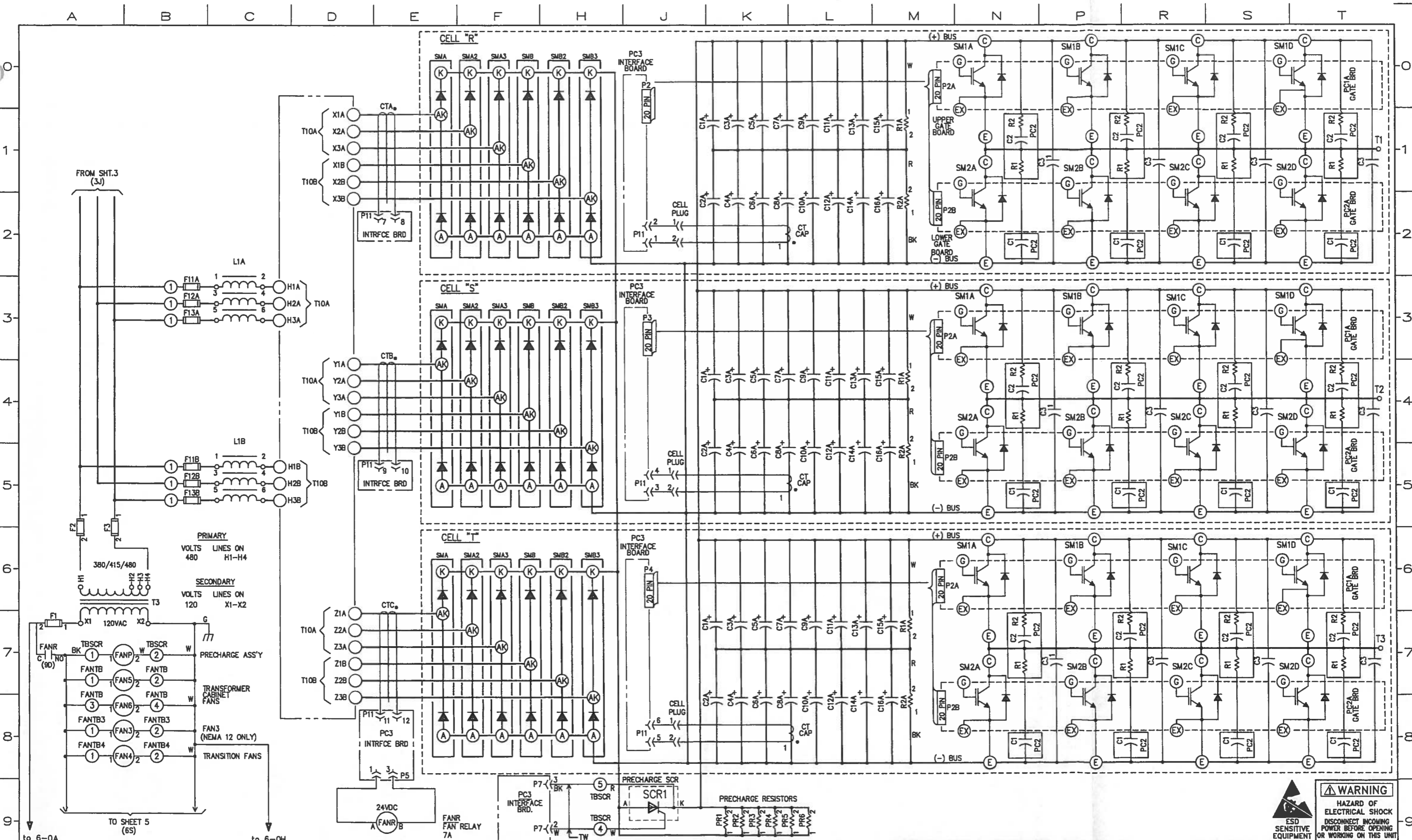


**⚠ WARNING**  
HAZARD OF  
ELECTRICAL SHOCK  
DISCONNECT INCOMING  
POWER BEFORE OPENING  
OR WORKING ON THIS UNIT

TITLE		OUTLINE	
600HP,GT,N1,460V,CP			
P/N 30000539.00-.03			
DWG NO	30000539C	REV	B
CAD FILE	30000539B02C	SHEET NO	2 OF 6

DBORD





TO SHEET 5 (65)

to 6-0A

to 6-0H

PC3 INTERFACE BRD

PRECHARGE SCR

PRECHARGE RESISTORS

FAN RELAY 7A

CELL "R"

CELL "S"

CELL "T"

PC3 INTERFACE BOARD

CELL PLUG

CTA

CTB

CTC

PC3 INTERFACE BRD

PC3 INTERFACE BRD

FROM SHT.3 (3J)

L1A

L1B

PRIMARY

SECONDARY

TRANSFORMER

FANS

FAN3 (NEMA 12 ONLY)

TRANSITION FANS

WARNING

HAZARD OF ELECTRICAL SHOCK

DISCONNECT INCOMING POWER BEFORE OPENING OR WORKING ON THIS UNIT

AS/Robicon

Industrial Power Control

POWER SCHEMATIC

600HP,GT,N1,460V,CP

P/N 30000539.00-.03

30000539C

30000539B04C

4 OF 6

UNLESS OTHERWISE SPECIFIED:

ALL DIMENSIONS IN INCHES

INTERPRET DRAWING PER ASME Y14.5M-1994

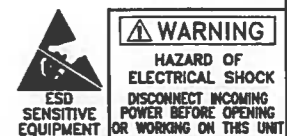
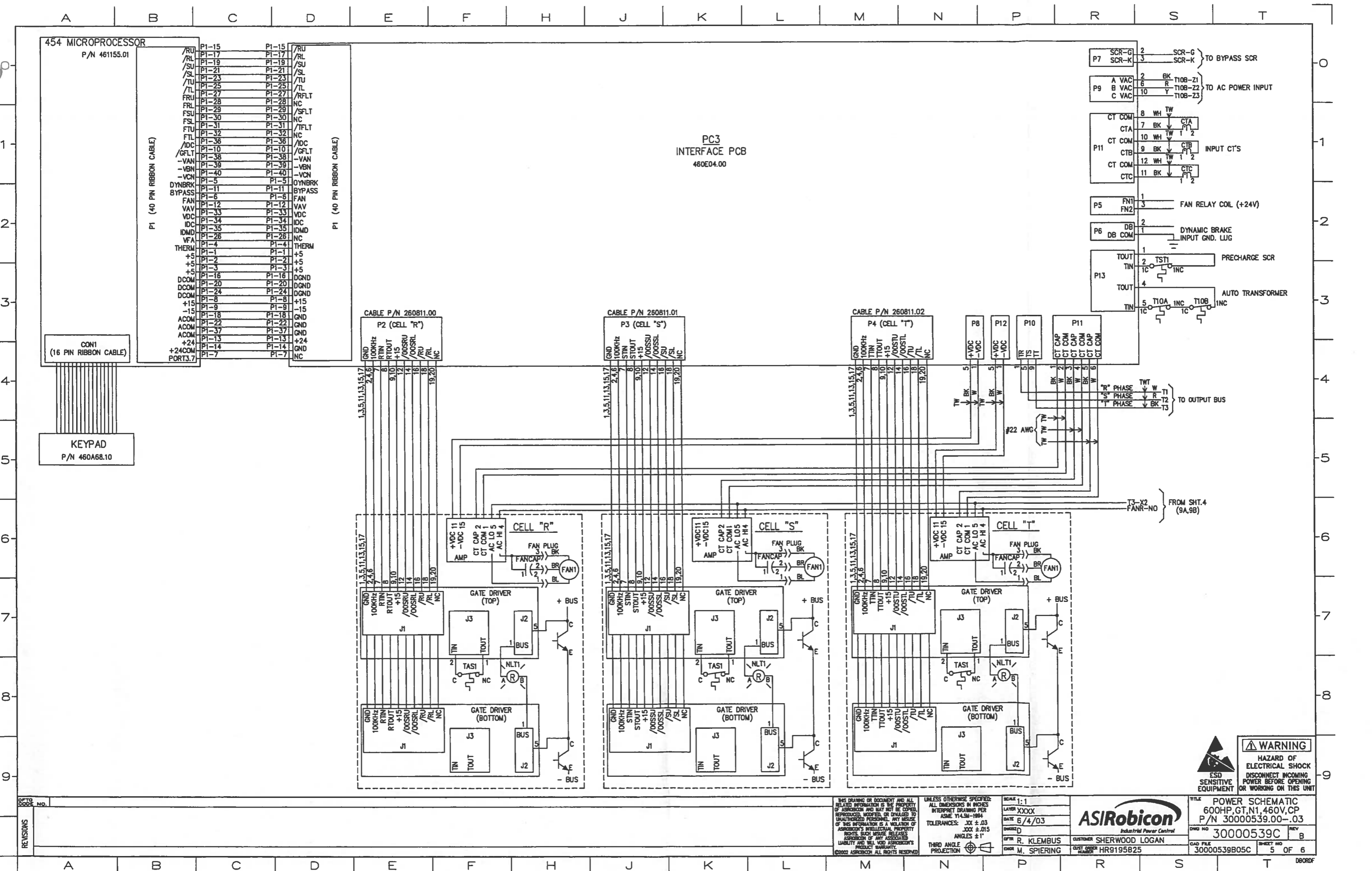
TOLERANCES: .001 ±.003

ANGLES ±1°

THIRD ANGLE PROJECTION

REVISIONS

1	REVISED	DATE	BY
2	REVISED	DATE	BY

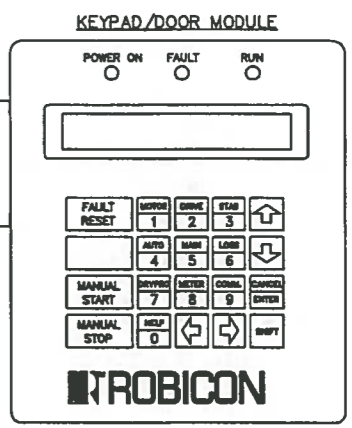
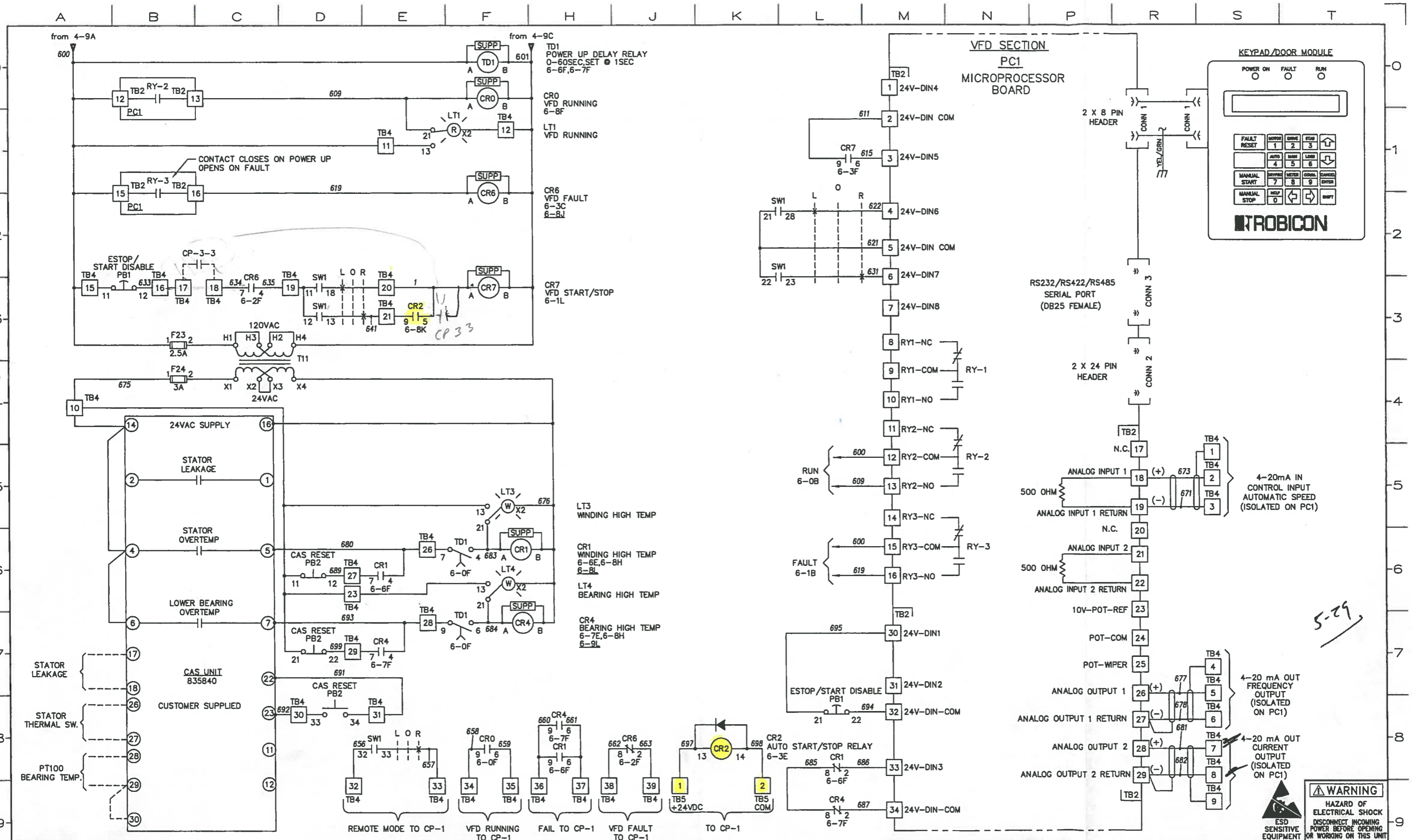


<b>ASIRobicon</b> Industrial Power Control		TITLE: POWER SCHEMATIC 600HP,GT,N1,460V,CP P/N 30000539.00-.03	
DRAWN: R. KLEMBUS CHECK: M. SPIERING		CUST. ORDER: HR9195825	
SCALE: 1:1 LAYER: XXXX DATE: 6/4/03 DWG. NO: 30000539C SHEET NO: 5 OF 6		REV: B	

UNLESS OTHERWISE SPECIFIED:  
ALL DIMENSIONS IN INCHES  
INTERPRET DRAWING FOR  
ASME Y14.5M-1994  
TOLERANCES: .XX ± .03  
.XXX ± .015  
ANGLES ± 1°  
THIRD ANGLE PROJECTION

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REV	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	6/4/03



VFD SECTION  
PC1  
MICROPROCESSOR BOARD

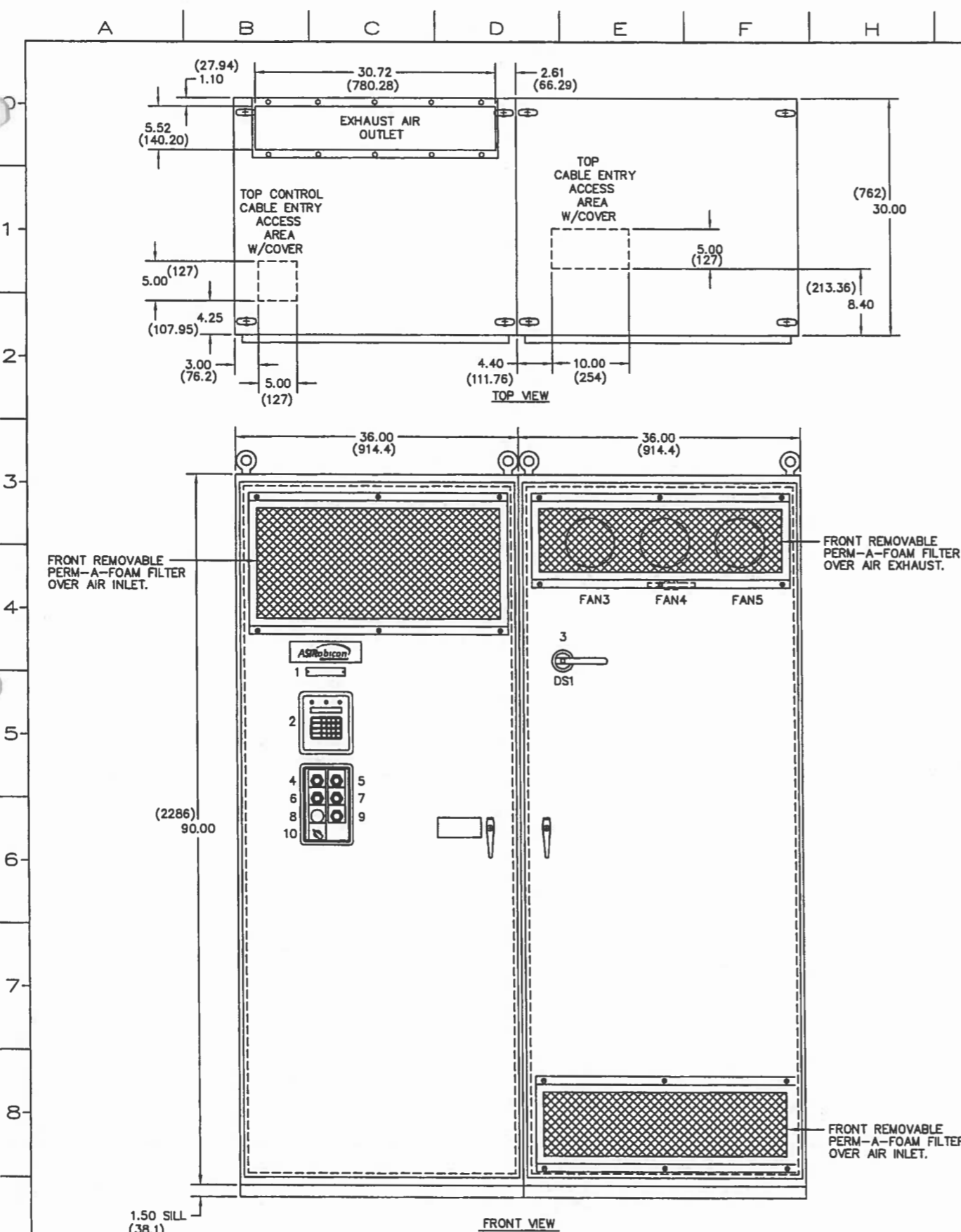
RS232/RS422/RS485  
SERIAL PORT  
(DB25 FEMALE)

4-20mA IN  
CONTROL INPUT  
AUTOMATIC SPEED  
(ISOLATED ON PC1)

4-20 mA OUT  
FREQUENCY  
OUTPUT  
(ISOLATED ON PC1)

4-20 mA OUT  
CURRENT  
OUTPUT  
(ISOLATED ON PC1)

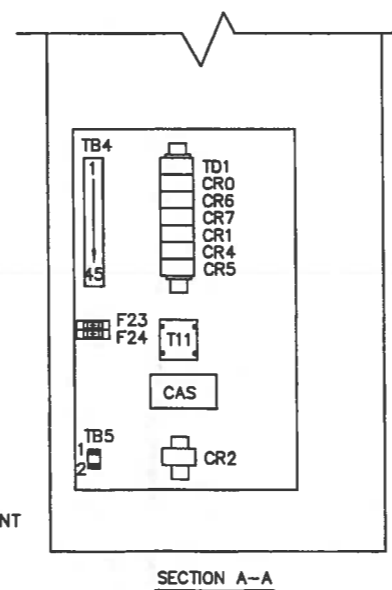
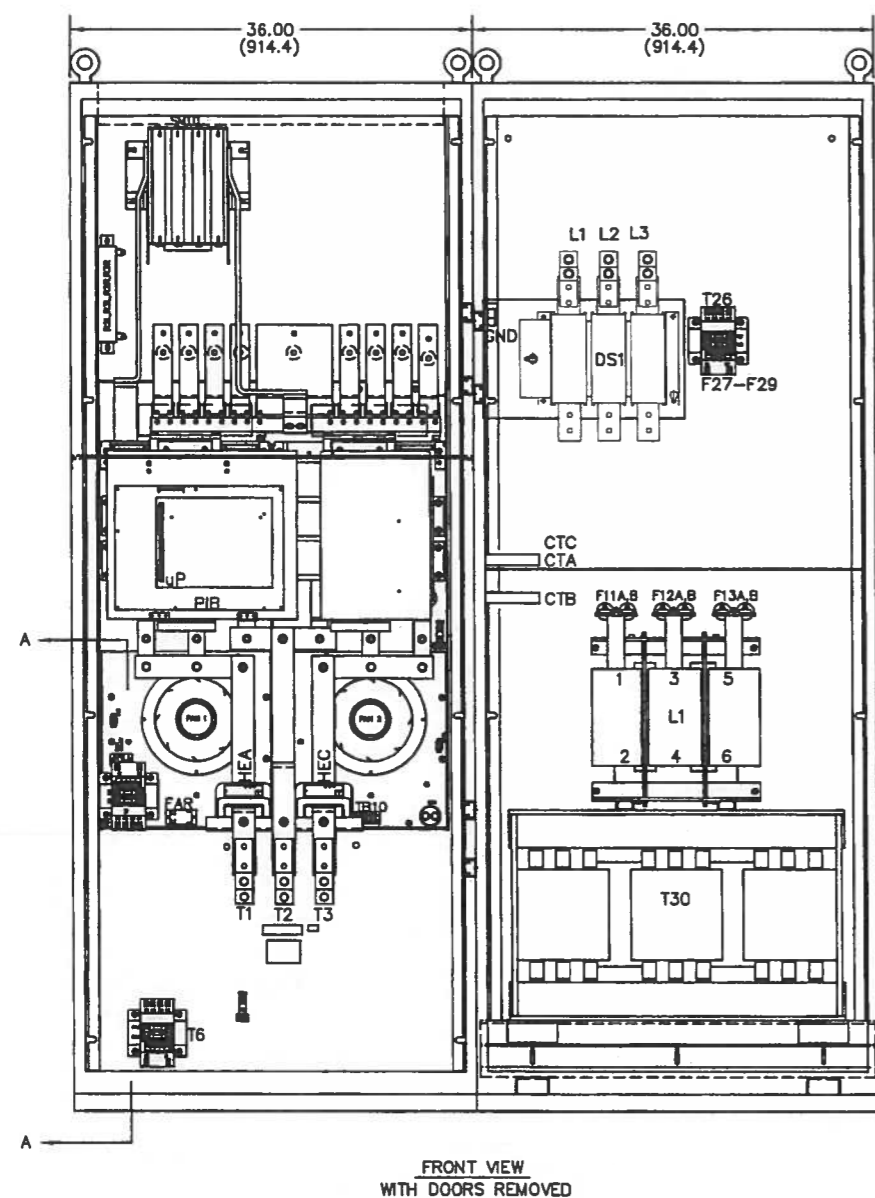
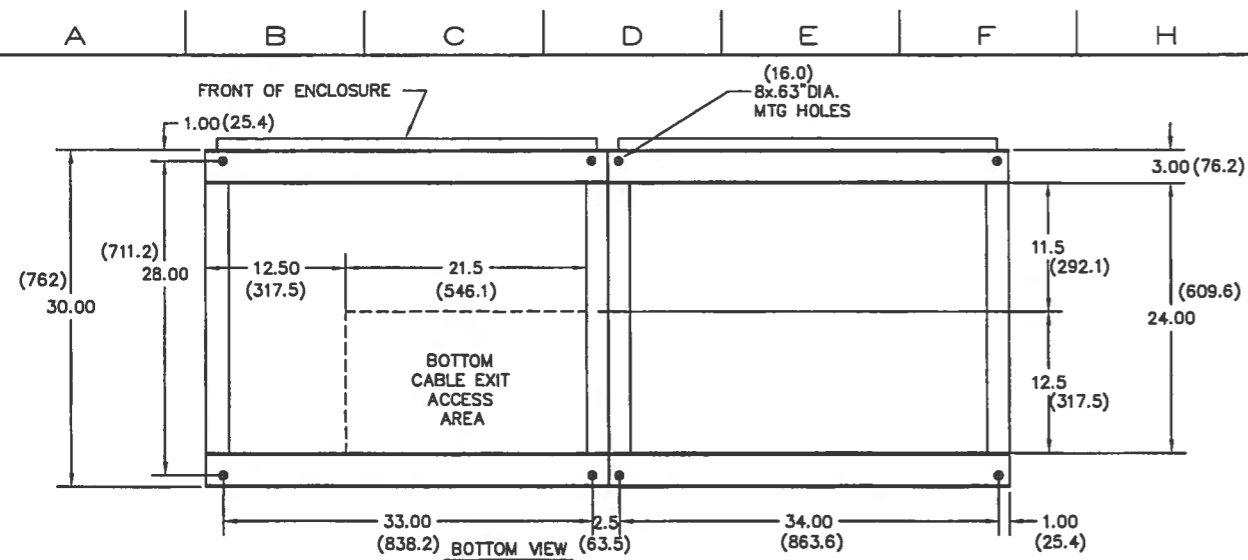
**WARNING**  
HAZARD OF  
ELECTRICAL SHOCK  
DISCONNECT INCOMING  
POWER BEFORE OPENING  
OR WORKING ON THIS UNIT



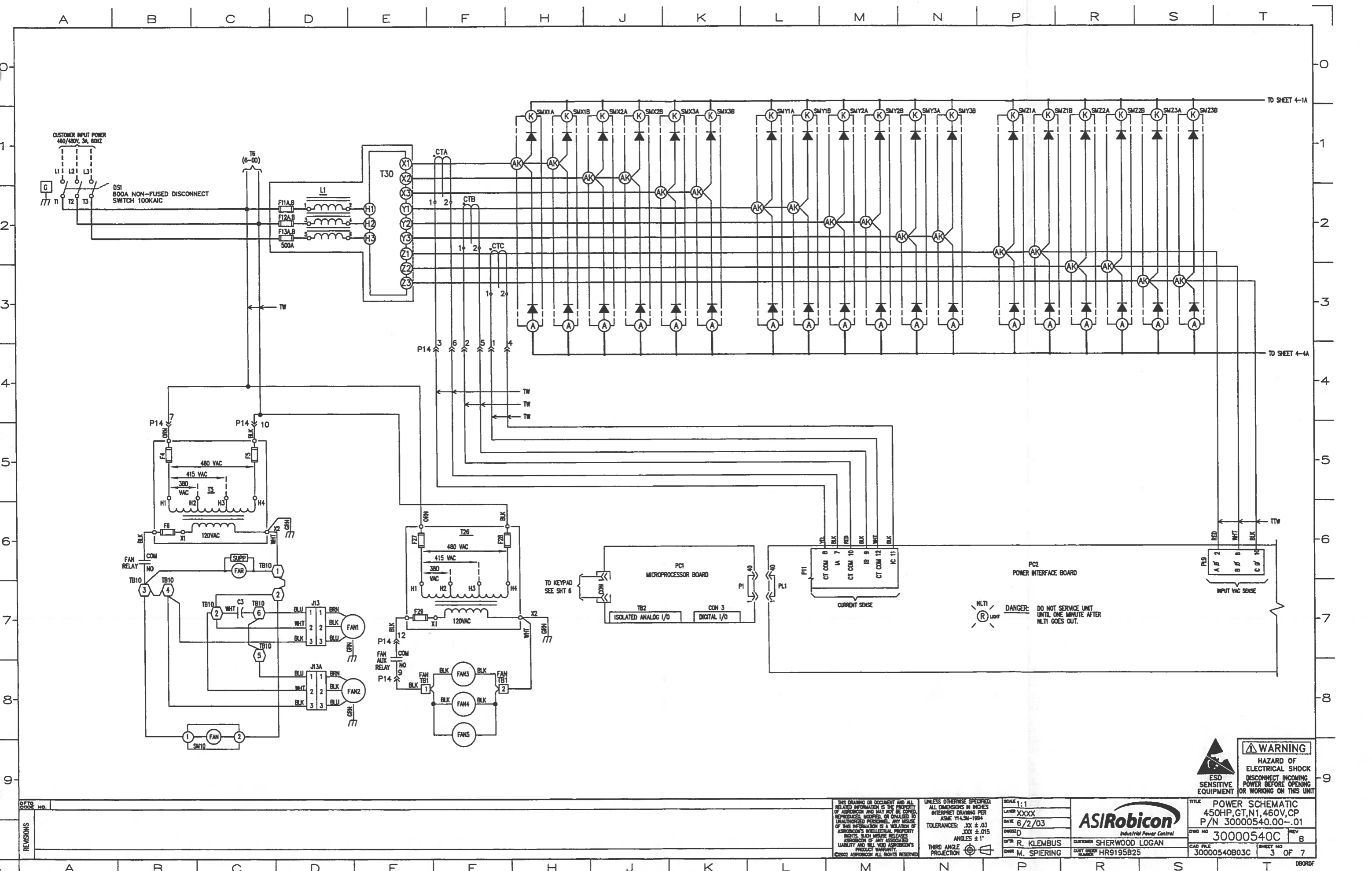
- DOOR DEVICE NOMENCLATURE**
- 1.NP WET PIT PUMP NO.1  
AFD-4-4-1 (30000540.00)
  - NP WET PIT PUMP NO.2  
AFD-4-4-2 (30000540.01)
  - 2.KYP KEYPAD
  - 3.DS1 DISCONNECT SWITCH
  - 4.LT1 VFD RUNNING (RED LENS)
  - 5.LT2 LEAK (WHITE LENS)
  - 6.LT3 WINDING HIGH TEMP (WHITE LENS)
  - 7.LT4 BEARING HIGH TEMP (WHITE LENS)
  - 8.PB1 ESTOP/START DISABLE
  - 9.PB2 CAS RESET (BLK)
  - 10.SW1 MODE SELECT (LOCAL-OFF-REMOTE)

- CUSTOMER INFORMATION**
1. PART NUMBER  
A. 30000540.00-.01
  2. CONNECTIONS:
    - A. INSTALLATION OF ROBICON VARIABLE FREQUENCY DRIVES (VFD) AND ASSOCIATED EQUIPMENT SHALL BE IN ACCORDANCE WITH CURRENT AND APPLICABLE LOCAL, NATIONAL ELECTRIC CODE (NEC) AND/OR INTERNATIONAL ELECTRIC CODES. SEPARATE CONDUIT FOR CONTROL AND POWER WIRING IS REQUIRED.
    - B. INPUT POWER: 460VAC, +/-10%, 3 PHASE, 60HZ, 534.6A  
SOLDERLESS PRESSURE LUGS ON INPUT DISCONNECT SWITCH DS1 (TERMINALS L1,L2,L3 ).  
WIRE RANGE: (2) #2 AWG-#600 MCM WIRE TYPE: Cu/Al
    - C. OUTPUT POWER: 0-460VAC, 3 PHASE, 0-120HZ  
CT - 540A, VT - 594A
      - 1.) OUTPUT TERMINAL BUS STD: (2) - 7/16" HOLE ON 2" WIDE BUS BARS TERMINALS T1,T2,T3
    - OPTIONAL LUG KIT: SOLDERLESS PRESSURE LUG ON TERMINALS T1,T2,T3  
WIRE RANGE (2) #2 - 500 MCM WIRE TYPE: Cu/Al
    - D. CONTROL:
      - 1.) SOLDERLESS PRESSURE SCREW TERMINAL, TB2, ON MICROPROCESSOR BRD, NO. 12 AWG WIRE MAX.
    - E. GROUND TERMINALS: SOLDERLESS PRESSURE LUG ON TERMINAL GND. INPUT AND OUTPUT WIRE RANGE #14 AWG - #1/0 AWG.
  3. DIMENSIONS ARE IN INCHES [MILLIMETERS]
  4. MAXIMUM LOSSES OF 15.11KW (51997 BTU/HR),(REQ'D CFM 2659)
  5. ALLOW 36.0 [914.4] IN FRONT OF ENCLOSURE FOR DOOR TO OPEN.
  6. STANDARD CABLE ACCESS: TOP CABLE ENTRY, BOTTOM CABLE EXIT.
  7. APPROX. WEIGHT: 3079 LBS(1397 KG)
  8. PRECAUTIONS:
    - A). LETHAL VOLTAGES ON ALL COMPONENTS. EXERCISE CARE WHEN POWER IS ON. POWER MAY BE PRESENT FROM REMOTE SOURCES.
    - B). DO NOT, UNDER ANY CIRCUMSTANCES, OPERATE VFD ON ANY OTHER LOAD THAN A 3 PHASE INDUCTION MOTOR.
    - C). DO NOT BLOCK AIR INLET OR EXHAUST ON FRONT AND TOP OF UNIT.
    - D). READ OPERATION AND MAINTENANCE MANUAL 9D2431 BEFORE SERVICING THIS EQUIPMENT.
  9. OPTIONS:
    - A). FILTERS ON AIR INTAKE AND EXHAUST OUTLET. (FRONT DOOR)
    - B). 16 GA STAINLESS STEEL NAMEPLATES 1/4" DIE STAMPED TAG NUMBERS ATTACHED WITH STAINLESS STEEL SCREWS.
    - C). WHITE INTERIOR CABINET COLOR.

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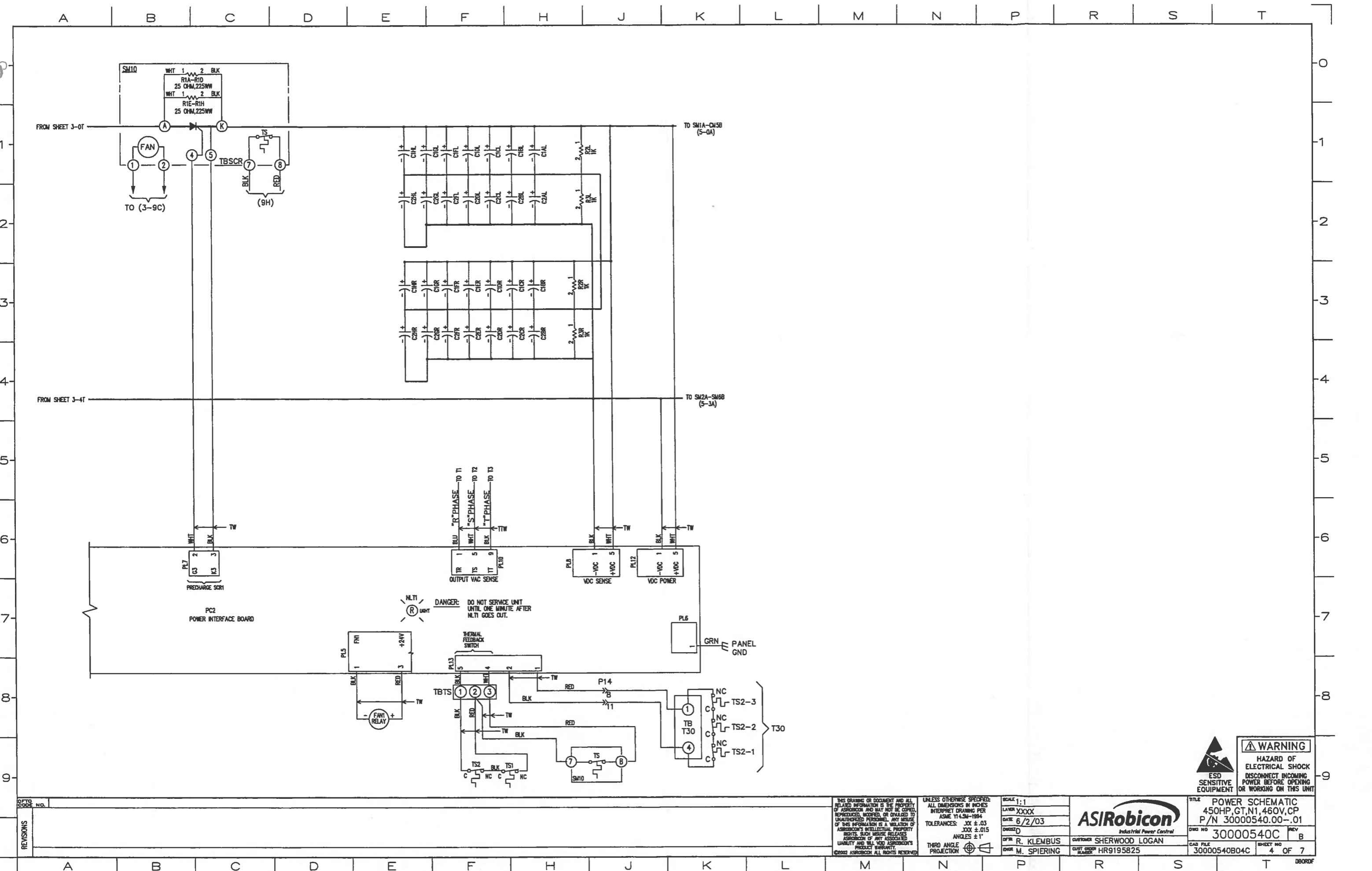


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		A		B		C		D		E		F		H		J		K		L		M		N		P		R		S		T	



**WARNING**  
HAZARD OF ELECTRICAL SHOCK  
DISCONNECT INCOMING POWER BEFORE OPENING OR WORKING ON THIS UNIT  
ESD SENSITIVE EQUIPMENT

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REVISIONS

DATE	NO.	DESCRIPTION

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UNLESS OTHERWISE SPECIFIED:  
ALL DIMENSIONS IN INCHES  
INTERPRET DRAWING PER  
ASME Y14.5M-1994  
TOLERANCES: .XXX ± .03  
.XXX ± .015  
ANGLES ± 1°  
THIRD ANGLE  
PROJECTION

SCALE: 1:1  
LAYER: XXXX  
DATE: 6/2/03  
DRAWN: R. KLEMBUS  
CHKD: M. SPIERING

ASIRobicon  
Industrial Power Control

CUSTOMER: SHERWOOD LOGAN  
CUST. ORDER # HR9195825

TITLE: POWER SCHEMATIC  
450HP,GT,N1,460V,CP  
P/N 30000540.00-.01


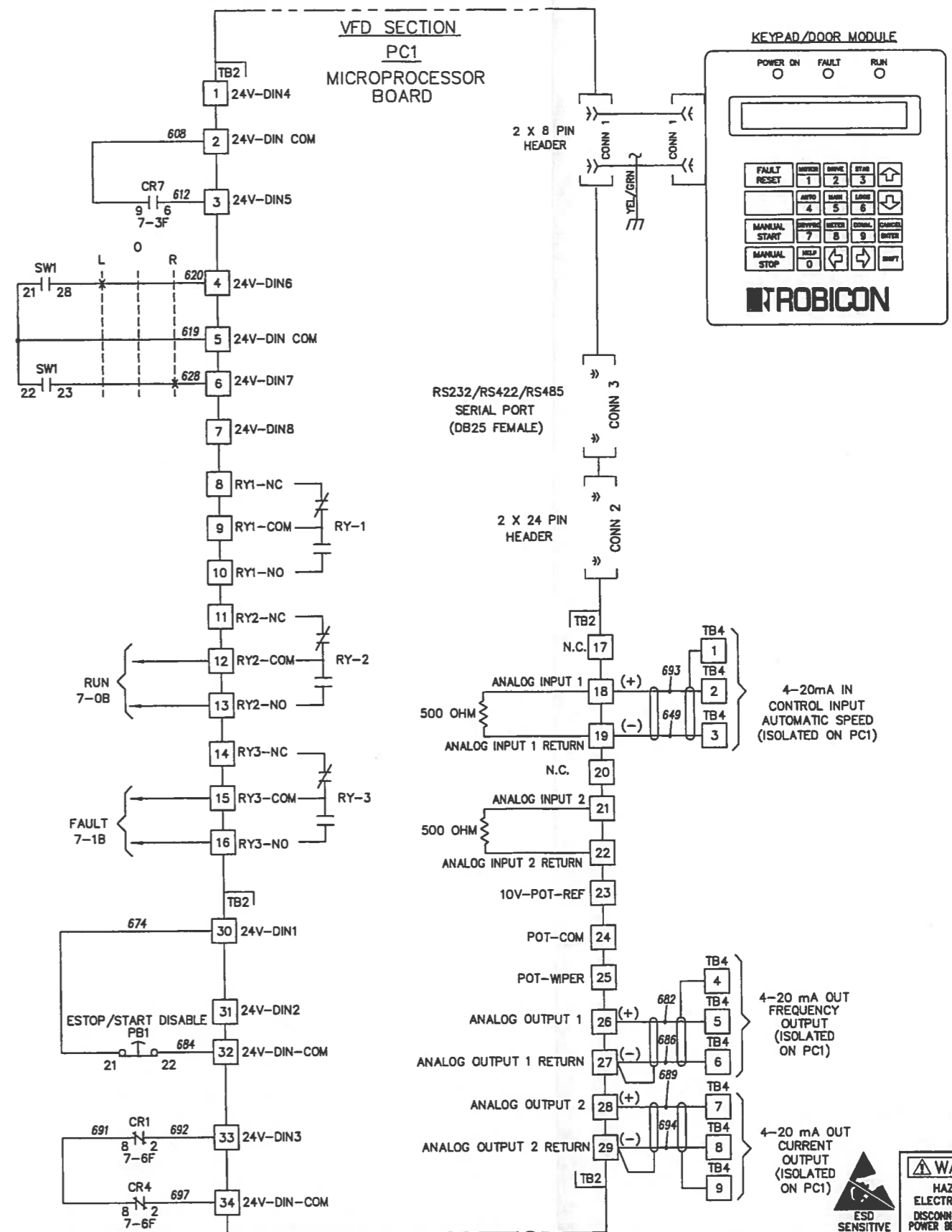
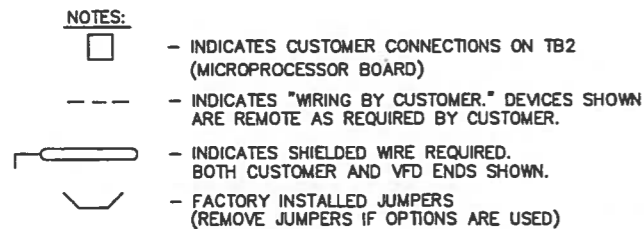
DWG NO: 30000540C  
CADD FILE: 30000540B04C

REV: B  
SHEET NO: 4 OF 7

DBORD

**WARNING**  
HAZARD OF  
ELECTRICAL SHOCK  
DISCONNECT INCOMING  
POWER BEFORE OPENING  
OR WORKING ON THIS UNIT






**ESD  
SENSITIVE  
EQUIPMENT**

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ASME Y14.5M-1994

TOLERANCES: .XX  $\pm$  .03  
.XXX  $\pm$  .015  
ANGLES  $\pm$  1°

THIRD ANGLE PROJECTION 

SCALE	1:1
LAYER	XXXX
DATE	6/2/03
DWGS	D
BY	R. KLEMBUS
CHKD	M. SPIERING

**ASI Robicon**  
Industrial Power Controls

TITLE		CONTROL SCHEMATIC	
		450HP,GT,N1,460V,CP	
		P/N 30000540.00-.01	
DWG NO	30000540C	REV	B
CAD FILE	30000540B06C	SHEET NO	6 OF 1

DEORS

