



# Upper Occoquan Service Authority

## Invitation for Bids # 25-01

### Job Order Contract for General Construction Work

Issued By:

**UOSA Purchasing Department**

Administration Building

14631 Centreville, Virginia 20121-2506

703-830-2200 | [purchasing@uosa.org](mailto:purchasing@uosa.org) | <http://www.uosa.org>

Schedule:

Date Issued:	Wednesday, June 12, 2024 2:00 PM
Deadline for Questions:	Friday, June 21, 2024 5:00 PM
Bids Must be Received On Or Before:	Wednesday, July 10, 2024 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 – Summary Information and Submission of Bids

### 1.1 Introduction

The Upper Occoquan Sewage Authority, doing business as The Upper Occoquan Service Authority (UOSA), is a public body politic and corporate organized under the Virginia Water Authorities Act. UOSA was created by the concurrent actions of its member jurisdictions and chartered by the State Corporation Commission of Virginia on April 1, 1971. The member jurisdictions include the Counties of Fairfax and Prince William and the Cities of Manassas and Manassas Park. UOSA is located in UOSA 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 Invitation For Bids is to award one (1) or more, with a maximum of four (4) Job Order Contracts (JOC) to qualified general contractors to provide General Construction Services on an as-needed basis at UOSA facilities for an initial term of one (1) year and up to three (3) one year additional terms. This JOC is a competitively bid, firm fixed price, indefinite quantity contract as allowed under the Virginia Public Procurement Act. The Work will include a collection of Tasks and related specifications that have pre-established unit prices

JOCs will generally be utilized to accomplish small to medium sized, Projects with a typical Job Order value within the range of \$10,000 - \$300,000. However, Job Orders in the \$300,000 - \$500,000 range are also common. The typical Work is anticipated to include, but not be limited to, Projects such as: general construction, maintenance, renovations and replacement, etc. Types of trade work covered in this contract include but not limited to: electrical, roofing, carpentry, mechanical/HVAC, painting, plumbing, sitework, pipe maintenance and relining, concrete and asphalt. The maximum value of any individual Job Order is not expected to, but may, exceed \$300,000. The maximum annual amount to be spent on work covered under the resulting contract shall not exceed \$10 million with no individual job order exceeding \$1 million. UOSA makes no additional guarantee as to the minimum amount of Work that will be awarded under each of the JOCs. While most work will fall within these ranges, UOSA reserves the right to perform Work valued up to Job Order Contracting statutory limits as applicable at the time of the Contract Award.

### IFB and Contract Specific Definitions

- a) *Adjustment Factor(s)*: the Contractor's competitively bid price adjustment(s) to the Unit Prices as published in the Unit Price Book (UPB).
- b) *Detailed Scope of Work*: A document setting forth the Work the Contractor is obligated to complete for a particular Job Order.
- c) *Incidental Design*: includes abbreviated drawings, sketches, and calculations, striping plan, shop drawings, modified or supplemental Technical Specifications and as-built drawings.
- d) *Job Order*: Under this Agreement, a UOSA “Purchase Order” is described as a “Job Order”. Each individual Project to be accomplished under this Contract will be through the issuance of a Job Order. Each Job Order will reference a Detailed Scope of Work and state a firm fixed price (Job Order Amount), time duration for the completion of the Work (Job Order Completion Time), and any special conditions that might apply to that specific Job Order, such as Liquidated Damages.

- e) *Joint Scope Meeting*: a Site meeting to discuss the Work with the Contractor before the Detailed Scope of Work is finalized.
- f) *Non Pre-priced Task*: a task not included in the Construction Task Catalog but within the general scope and intent of the Contract.
- g) *Pre-priced Task*: a task included within the Unit Price Book for which a Unit Price has been established.
- h) *Progress Schedule*: a critical path or bar chart schedule submitted by the Contractor and subject to approval by UOSA showing the overall Job Order Completion Time and subdivided for each critical operation therein.
- i) *Price Proposal*: the Contractor prepared document quoting a lump sum, fixed price for the completion of the Detailed Scope of Work referenced in the Request for Price Proposal.
- j) *Price Proposal Package*: the Contractor prepared package that in addition to the Contractor's Price Proposal contains, when appropriate, a proposed Progress Schedule for completing the Work, drawings, sketches, permits, catalog cuts, technical data, samples, subcontractor information, and other such documentation as UOSA may require for a specific Job Order.
- k) *Request for Price Proposal (RFPP)*: a written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work referenced therein
- l) *Schedule of Values*: the Contractor provided allocation of the Job Order Amount to various portions of the Work pertaining to a specific Job Order used as the basis for UOSA's review of the Contractor's applications for payment.
- m) *Unit Price*: the price published in the Unit Price Book for a specific task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the labor, equipment and materials costs to accomplish that specific task.
- n) *Unit Price Book (UPB)*: the current editions of the RS Means Facilities and Construction Cost Data and/or RS Means Repair and Remodeling Cost Data books.

## **END SECTION 1**

## **Section 2 – Overview of the Contract**

The Unit Price Book (UPB) for the resulting contract shall mean the current editions of the RS Means Facilities Construction Cost Data and/or the RS Means Repair and Remodeling Cost Data books. The Fairfax, Virginia Weighted Average City Cost Index and the prices in the “Total, incl. O & P” column will be used. The total value of the applicable line items and their quantities will be multiplied by the City Cost Index and the Bidder’s designated coefficient to determine the lump sum cost of job orders. Generally, the RS Means Facilities Construction Data book will be used for new construction and the RS Means Repair and Remodeling Cost Data book will be used for renovations. UOSA will determine the appropriate book to be used on each project.

### **2.1 Job Orders**

A separate Job Order will be issued for each Project prior to the commencement of any Work by the Contractor. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Amount. The Job Order Amount is determined by multiplying the pre-established Unit Prices for the appropriate tasks required to complete the Detailed Scope of Work by the appropriate quantities and the applicable Adjustment Factor. The Job Order Amount shall be a lump sum, fixed price for completing the Detailed Scope of Work. Unforeseen/latent conditions, additions to and deletions from the Detailed Scope of Work will be addressed via Change Orders.

### **2.2 Contractor Selection for Each Project**

If multiple awards are made, UOSA may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established UOSA procedures and based on one or more of the following criteria:

- A. Contractor’s specialized trade skills as it relates to other Contractors. If same trades then a rotational selection among all Contractors selected for said trade.
- B. Size of project, as it relates to UOSA’s independent cost estimate or to an offer from any other contractor.
- C. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
- D. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, project cost management, design management requirements, etc.
- E. Contractor’s responsiveness to the Owner on Job Orders.
- F. Management of Job Order dollar volume within bonding limitations of the Contractor.

### **2.3 Description of the Work**

The Work will be set forth in the Detailed Scope of Work for individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Amount within the Job Order Completion Time.

### **2.4 Work Sites**

The Contractor will be required to perform Work at UOSA owned or controlled facility. It is anticipated that the Work will be distributed randomly throughout the geographic area comprising UOSA service area and the Contractor may be required to perform Work at multiple sites simultaneously.

### **2.5 Responsiveness**

- A. The Contractor shall have a point of contact (i.e., email, voice mail or answering machine) where messages can be left. There should be a response no later than twenty-four (24) hours from when the message was left. Repeated failure to respond within the allotted timeframe shall, at the option

of UOSA, result in non-renewal or termination of the Contract.

- B. UOSA has the option of declaring any needed work to be an emergency. **In the event of a natural or manmade disaster or any other catastrophes, the Contractor, when so directed, shall respond within two (2) hours of notification.**

## **2.6 Compliance with Regulations**

All Work performed by the Contractor under the Contract shall meet all applicable state and local building codes, ordinances and regulations and the Contractor shall be required to obtain all required permits and inspections. All subcontractors shall have a Virginia Class A contractor's license. Construction documents require the signature of a registered architect or Engineer.

## **2.7 Optional Use of Contract**

Any contract resulting from this solicitation shall be an optional use contract. UOSA is in no way required to make purchases from the Contractor, and may, in its sole discretion, purchase identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by UOSA.

## **2.8 Project Management**

A majority of UOSA projects will not require project management. Project Management personnel must have a minimum of three (3) years' experience performing JOC contracting. Bidders shall provide with their bid the names, resumes and work experience of all project management individuals associated with their company. Project Management staff will be required to coordinate projects with UOSA staff, Building Occupants, and Subcontractors to provide updates on the project.

## **2.9 JOC Project Support Requirements**

- A. The contractor shall provide, at no charge, computer software that provides the user with an automated version of the Unit Price Book items and price information, allow the user to select the desired Unit Price Book items and quantities from the automated listings, and based on these selections will extend and total the Unit Price Book costs for the project job order proposal. At least one (1) network copy of this software allowing unlimited users shall be provided to UOSA after Contract Award at no additional cost. Training for use of the software shall also be provided for up to ten (10) UOSA employees at no additional cost to UOSA.
- B. The supplier of the JOC software may from time-to-time issue updates to, or replacements for the software for the term of the contractor. All changes and updates to the software shall be made by the contractor and a new copy of the software shall be furnished to UOSA within two weeks. The Contractor shall promptly install the new software, at no additional cost to UOSA, and shall provide UOSA with computer printouts that adequately verify the incorporation of these changes.
- C. The Contractor shall not alter, append, delete or otherwise modify the programming, Unit Price Book items, or prices contained in JOC software, unless otherwise directed by UOSA.
- D. Each project proposal submitted by the Contractor shall contain a computer-generated printout of all proposed Unit Price Book items, quantities, extended prices, and total proposed cost.
- E. All unit prices are based on local labor, material and equipment prices for the direct cost of construction.

**END SECTION 2**

## Section 3 – Bidders’ Minimum Qualifications

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders shall submit the documentation indicated below with their bid. Failure to provide any of the required documentation may be cause for bid to be deemed non-responsive and/or non-responsible and rejected.

### 3.1 Qualifications

The following criteria shall be met in order to be eligible for this contract:

Bidder shall provide completed Bidder Qualification Form (Attachment C).

Additionally, using Attachment B, demonstrate recent successful Job Order Contract experience within the past three (3) years by providing detailed information on similar Job Order Contract projects consistent with the description of anticipated work described in Section 1.2. Demonstration shall be by means of providing a minimum of five (5) completed JOC project references relating to comparable work as described in Section 1.2. Comparable work shall be JOC projects ranging between \$10,000 to \$300,000 or greater.

Each project reference is to include the name and location of the project, project description of sufficient detail to allow determination of projects size and scope, contract costs, project completion date, and name, address, current phone number, and e-mail addresses of architects and owners. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

Have in place and maintain for the duration of the Contract a full-service office within a fifty (50) mile radius of the UOSA main facility at 14631 Compton Road, Centreville, VA. Provide evidence of a contractor’s certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following: Registered Commonwealth of Virginia Contractor: Class A. Include a copy of the Class A Contractor license certificate in bid.

Verification of Bonding Capability. Bidder shall include in their bid a letter from a surety or insurance company (with a Best’s Financial Strength Rating of A or better and Financial Size Category VII or higher by A.M. Best Co.) stating that the Bidder is capable of obtaining a \$1,000,000 performance and payment bond, which will cover the Projects and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified in herein, in a manner similar to the notation provided below:

“As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project.” This letter shall also state the Bidder’s per project and total bonding program limits and that the Surety is authorized/licensed to do business in the Commonwealth of Virginia.

**END SECTION 3**



## Section 4 - Instructions To Bidders

### 4.1 Bidder's Representation

- A. Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith.
- B. The Bidder shall make a careful examination to determine accuracy of the specifications, and shall be satisfied as to the quantity and quality of materials and workmanship required for the Work. UOSA shall not be held responsible for any omissions.
- C. Its Bid is based upon all of the materials, systems, and equipment required by the Bidding Documents without exception.

### 4.2 Questions and Communications

All contact between prospective Bidders and UOSA with respect to this solicitation should be in writing through the Purchasing Office. Questions concerning this solicitation are due by the deadline for questions shown on the cover page. Misinterpretation of specifications shall not relieve the Contractor(s) of responsibility to perform. Substantive questions must be submitted in writing via mail, e-mail, fax, etc., to the attention the UOSA Purchasing Department (see contact information on the cover of this document). Questions submitted after the deadline will not be answered. All properly submitted substantive questions will be responded to in writing, in the form of an addendum to the solicitation. Failure to submit questions or to otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Bidder/contractor.

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

### 4.3 Instructions for Submitting Bids

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

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

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

### 4.4 Bid submission Requirements

- A. All bids should be submitted on the attached Bid Form (Attachment D). By submitting a bid in response to this solicitation the Bidder agrees to be bound by the terms, conditions and specifications contained herein along with any addenda to this solicitation. Failure to use the attached Bid Summary Sheet will be at the Bidder's risk and peril. If in the opinion of the

Purchasing representative responsible for this procurement the bidder failed to provide all necessary information either on the attached form or some other form, the bid shall be declared to be non-responsive.

- B. In accordance with Paragraph 3.1 of this IFB, Bidder shall submit with the Bid, on the form provided (Attachment B), the name, address, telephone number and point-of-contact of a minimum of five customers, for which the bidder has provided similar product and services within the preceding three years. References may be checked prior to Award. UOSA reserves the right to obtain additional references, either directly through the Bidder or other legitimate sources. UOSA reserves the unilateral right to reject any Bid for which an unacceptable reference is identified.
- C. By submitting a bid in response to this solicitation, bidder agrees to be bound by the terms, conditions and specifications contained herein along with any addenda to this solicitation.
- D. All fees, taxes, fuel surcharge etc. must be included in the bid price per ton. No additional charges will be applied.
- E. Bidders shall provide the following, completed documents in the order listed herein:
  - 1. Attachment B - References (or identical format provided in Attachment B)
  - 2. Attachment C – Bidder Qualification Form
  - 3. Attachment D – Bid Form
  - 4. Attachment E – Solicitation Response Form
  - 5. Copies of licenses and bonding verification as required in Section 3 of this IFB.
  - 6. Acknowledgement of all Addenda if any are issued prior to the due date

#### **4.5 Late Bids**

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

#### **4.6 Net Prices**

All bid prices must be net and shall include, **without exception**, all charges that may be imposed in fulfilling the terms of this Invitation and any resulting contract. All bid prices shall be FOB Destination, freight fully prepaid and allowed, subject only to any discounts for prompt payment that may be provided in this invitation. The prices offered, should they be accepted and a Contract awarded, shall remain firm for the initial contract period.

#### **4.7 Questions and Communications**

All contact between prospective Bidders and UOSA with respect to this solicitation shall be in writing through the Issuing Office. Questions and comments regarding the meaning or interpretation of any aspect of this solicitation must be submitted in writing to the Procurement Contact identified on the cover page to this solicitation and must be received on or before the deadline for submitting questions. Only written questions will be accepted. Questions and/or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.

UOSA shall respond to all timely questions and comments that are properly submitted and are deemed to address a matter that is relevant and substantive in nature within a reasonable period of time, in the form of a written Addendum that will be transmitted to all prospective Bidders at the addresses furnished to UOSA for such purpose. Oral communications between UOSA and any Bidder regarding

the interpretation or meaning of any aspect of this IFB are not authorized and may not be relied upon for any purpose.

#### **4.8 Bid Opening and Instructions for Submitting Bids**

The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened immediately following the deadline for submitting bids. Bids will be opened in accordance with the provisions of the Virginia Public Procurement Act.

#### **4.9 Bid Submission Form**

Attachment E is the Solicitation Response Form. It must be completed and signed by an agent who is fully authorized to bind the individual or organization submitting the offer to sell, to the terms, conditions and specifications contained herein as well as any addenda to this solicitation.

#### **4.10 Proprietary Information**

- A. Except as provided herein or as otherwise set forth in §2.2-4342 of the Virginia Public Procurement Act (Va. Code Ann. §2.2-4300 *et seq.*, the “Act”), all proceedings, records, contracts and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act (Va. Code Ann. §2.2-3700 *et seq.*, the “Virginia FOIA”).
- B. A Bidder, Offeror or Contractor shall have the right to identify data or other materials submitted in connection with this procurement as trade secrets or proprietary information, which shall not be subject to inspection pursuant to either §2.2-4342 of the Act or the Virginia FOIA, by submitting to UOSA prior to or at the time of submission of its proposal or bid a separate, written notice on its letterhead stationery setting forth the following: (i) a statement indicating that the Bidder, Offeror, or Contractor wishes to invoke the protections of this section; (ii) an identification of the data or other materials for which protection is sought; and (iii) a statement with regard to why protection is necessary.

#### **4.11 Exceptions/additions**

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the UOSA Purchasing Department prior to the deadline for questions shown on the cover page. Bids containing any exceptions to the Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

#### **4.12 Addenda to the IFB**

- A. UOSA reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids. If it becomes necessary to revise any part of this IFB, notice of the revision will be given in the form of an Addendum that will be provided to all prospective Bidders who are on record with UOSA as having received this solicitation. If, in the opinion of UOSA, the deadline for the submission of bids does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of UOSA.
- B. It shall be the responsibility of each Bidder to contact the Purchasing Contact identified on the cover page to this solicitation prior to submission of a bid hereunder in order to determine whether any Addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any Addenda shall neither constitute grounds for withdrawal of its bid, nor relieve such Bidder from any responsibility for incorporating the provisions of any Addenda in its proposal.

- C. Acknowledge receipt of each addendum by either signing it and submitting it with the Bid Form or acknowledge each addendum on the Attachment E Solicitation Response Form. Failure to either return signed addenda or acknowledge them on the Solicitation Response Form may result in a bid being determined non-responsive.

#### **4.13 Late Bids**

Bids or unsolicited amendments to bids arriving after the bid submission deadline will not be considered.

#### **4.14 Bid Evaluation/Contract Award**

The Unit Price Book (UPB) for the resulting contract shall mean the current editions of the RS Means Facilities Construction Cost Data and/or the RS Means Repair and Remodeling Cost Data books. The Fairfax, Virginia Weighted Average City Cost Index and the prices in the “Total, incl. O & P” column will be used. The total value of the applicable line items and their quantities will be multiplied by the City Cost Index and the Bidder’s designated coefficient to determine the lump sum cost of job orders. Generally, the RS Means Facilities Construction Data book will be used for new construction and the RS Means Repair and Remodeling Cost Data book will be used for renovations. UOSA will determine the appropriate book to be used on each project.

- A. Bids will be evaluated starting with the bidder with the lowest coefficient. UOSA will make multiple awards from this solicitation. UOSA anticipates awarding up to four (4) Contracts but reserves the right to award as many as may be considered most advantageous to UOSA.
- B. Bidders must show satisfactory evidence they have adequate experience for the proposed work covered in this bid and have the necessary financial and personnel resources to be responsive to UOSA’s requirements.
- C. Pricing shall be based upon a coefficient multiplier (e.g. .95 or 1.10, etc.) to be applied to pre-described and pre-priced tasks contained in the RS Means Unit Price Book (UPB). The following coefficient multipliers shall be provided.
  - a. With Project Management – normal hours (M – F, 6:00 a.m. to 6:00 p.m.) except holidays
  - b. With Project Management – outside normal hours (M – F, 6:01 p.m. to 5:59 a.m.) and all-day Saturday, Sunday and holidays
  - c. Without Project Management - normal hours (M – F, 6:00 a.m. to 6:00 p.m.) except holidays
  - d. Without Project Management - outside normal hours (M – F, 6:01 p.m. to 5:59 a.m.) and all-day Saturday, Sunday and holidays
  - e. Non-Priced Tasks.
- D. Job orders for the Non-Pre-Priced Tasks Coefficient are only utilized if no line item exists in the UPB.
- E. Coefficients shall remain the same for the duration of this contract.
- F. All UOSA provided project specifications and current national and local codes will apply to the work done under this contract. All work under this contract shall conform to the Virginia Uniform Statewide Building Code, UOSA specifications and applicable County regulations.
- G. The successful bidder may self-perform construction work. All subcontractors shall have a Class A contractor’s license. Construction documents requiring the signature of a registered architect

or Engineer shall be prepared by firms engaged by UOSA and will be provided to the contractor.

#### **4.15 Insurance Claims against Bidder**

In addition to the mandatory insurance requirements listed in Standard Terms and Conditions (Small Construction) Paragraph 3.7 (Insurance) and at the request of UOSA, the apparent low bidder shall submit a list of all insurance claims made against it within the past 12 months. Failure to include this information within ten calendar days of request by UOSA may result in rejection of your bid.

**END SECTION 4**

## **Section 5 - Award And Ordering Methods**

### **5.1 Contract Documents**

Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are listed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall comprise the resultant Contract between UOSA and the Contractor pursuant to this IFB, which are listed in order of precedence in accordance with Standard Terms and Conditions (Small Construction) Paragraph 3.1:

- a. Signed Contract
- b. Supplemental Agreements, with most recent having precedence
- c. Task Orders, Purchase Orders, or Job Orders,
- d. The Terms and Conditions
- e. Signed Bid Form or Proposal
- f. The IFB, RFP, and any Addenda thereto
- g. Specifications
- h. Drawings

### **5.2 Contract Base Term and Optional Terms**

- A. The Base Term shall be begin on July 1, 2024 or Contract Award Date, whichever is earlier and will expire on June 30, 2025. The Agreement may be renewed based upon on the same terms and conditions, other than Bid Adjustment Factors, at the expiration of the Base Term upon mutual agreement of the parties. The renewal may be for up to three (3) additional one (1) year periods (Option Terms). The total duration of the Agreement, inclusive of all Option Terms, shall not exceed four (4) years.
- B. Notice of intent to exercise an Option Term will be given to the Contractor in writing by UOSA, ninety (90) days before the expiration date of the current term. The Contractor shall then accept or reject the Option Term in writing to UOSA within thirty (30) days. This notice will not be deemed to commit UOSA to exercise the Option Term, until such time as UOSA takes official action to commit to such a renewal.

### **5.3 Ordering Procedure**

- A. Initiation of a Job Order - As a need arises or exists for performance by the Contractor; UOSA will notify the Contractor of a Project by issuing a notice of a Joint Scope Meeting. The Contractor shall be required to be available to attend a Joint Scope Meeting within forty-eight (48) hours from receipt of a notice of a Joint Scope Meeting (required response time shortened to two (2) hours in the event of an emergency. (See Section 2.2) The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  1. The general Scope of the Work
  2. Methods and alternatives for accomplishing the Work and value engineering
  3. Access to the Site and protocol for admission/access
  4. Hours of construction operation
  5. Staging area
  6. Specific quality requirements for equipment and material
  7. Requirements for catalog cuts, technical data, samples, shop drawings and Incidental Design
  8. The presence of hazardous materials

9. Temporary services and shutoffs
10. Safety issues/concerns/procedures
11. Permit requirements, if any
12. Liquidated Damages
13. Construction Duration
14. Date on which Price Proposal is due

B. Detailed Scope of Work (DSOW); Development and Issuance of a Request for a Price Proposal (RFPP) –

Upon completion of the joint scoping process, UOSA shall prepare a DSOW and issue a RFPP further defining and restating the scope.

The RFPP will include at a minimum, the following information:

1. UOSA Contract Number
2. Job Order Number
3. Project Location
4. Brief Project Description
5. Detailed Scope of Work
6. Technical Drawings
7. Price Proposal Due Date

C. Preparation of the Price Proposal – By the Price Proposal due date, Contractor will prepare its Price Proposals in accordance with the following:

1. Pre-priced Tasks: For Pre-priced Tasks the Contractor shall identify the task and quantities required from the UPB necessary to complete the DSOW.
2. Non Pre-priced Tasks: Non-Pre-priced Tasks shall be separately identified and submitted in the Price Proposal. Information in support of the Non Pre-priced Task shall include, but is not limited, to the following:
  - a) Catalog cuts, specifications, technical data, drawings, or other information as required evaluating the task.
  - b) If the Contractor performs the Work with its own forces, it shall submit three (3) independent quotes for all material to be installed and shall, to the extent possible, use pre-priced labor and equipment from the UPB. If the Work is to be subcontracted, the Contractor shall submit three (3) independent bids from Subcontractors. The Contractor shall not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use. UOSA may require additional quotes and bids if the suppliers and Subcontractors are not acceptable or if the prices are deemed (in the sole judgment of UOSA) not to be reasonable.
  - c) The final price for non-pre-priced Tasks shall be according to the following formula:

For Work Performed with the Contractor's Own Forces:

A = The number of hours for each labor classification and hourly rates (for Trades *not* in the UPB)

B = Equipment costs (other than small tools)

C = Three independent quotes for all materials Total Cost for self-perform work

$(A+B+C) \times \text{NPP Adjustment Factor}$

For Work Performed by Subcontractors: If the Work is to be subcontracted, the Contractor must submit three (3) independent bids from Subcontractors. If three (3) quotes or bids cannot be obtained, the Contractor will provide in writing to UOSA, for UOSA approval, the reason why three (3) quotes cannot be submitted.

D = Subcontractor Costs (supported by three quotes) Total Cost of Non Pre-priced Task =

$D \times \text{NPP Adjustment Factor}$

- d) UOSA's determination as to whether a task is a Pre-priced Task or a non-Pre-priced Task shall be final, binding and conclusive.

**D. Contractor's Price Proposal Package:**

1. The Contractor's Price Proposal Package shall include, at a minimum:
  - a) Price Proposal (Detail and Summary)
  - b) Permits as necessary
  - c) When appropriate – drawings or sketches
  - d) Non Pre-priced Task Support (if applicable)
  - e) Catalog Cuts, Technical Data or Samples
  - f) List Of Anticipated Subcontractors, Anticipated Subcontract Values
  - g) Proposed Progress Schedule
  - h) Certificates For Any Special Insurance Required
  - i) Sample Warranties Or Guarantees For Materials, Equipment Or Systems Proposed
  - j) Other documentation UOSA may require for the specific job order and provided as part of the RFPP.
2. The Contractor's Price Proposal Package shall be submitted by the date indicated on the RFPP. All incomplete Price Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Price Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven (7) and fourteen (14) days. On complex Job Orders, such as Job Orders requiring extensive approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the Price Proposal Package and will be so reflected in the Price Proposal Package due date entered on the RFPP.
3. The Contractor shall provide all Incidental Design services required in connection with a particular Job Order including drawings and information required for filing.
4. Contractor shall make all necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings and sketches, calculations and other documents and information that may be required thereof. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to any City, State or some other government or regulatory agency, then the amount of such fee paid by the Contractor for which a



receipt is obtained shall be treated as a reimbursable cost for which UOSA will reimburse the Contractor dollar for dollar (1:1, no markup). The Contractor may include the fees incurred in its Price Proposal utilizing line item from the UPB for Reimbursable Fees and apply an Adjustment Factor of 1.0000. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.

5. In emergency situations that may include or entirely consist of minor maintenance and repair Job Orders requiring immediate completion, the Job Order Price Proposal Package may be required quickly and the due date will be so indicated on the RFPP or, as described in Section 6.3.F, the Contractor may be directed to begin the Work immediately with the paperwork to follow.

E. Review of the Price Proposal Package and Issuance of a Job Order:

1. UOSA will evaluate (a) the entire Price Proposal and proposed tasks therein and compare these with the DSOW and any estimate UOSA may have prepared to determine the reasonableness of approach, including the nature and quantity of tasks proposed and the means and methods utilized, and; (b) all other components of the Price Proposal Package.
2. UOSA reserves the right to reject the Contractor's selection of Subcontractors on individual Job Orders. Failure to include the Subcontractor list in the Price Proposal Package submitted on each Job Order shall be cause for rejection of the Price Proposal as non-responsive.
3. UOSA reserves the right to reject a Price Proposal, or any other component of the Price Proposal Package, for any reason. UOSA also reserves the right not to issue a Job Order if it is determined, in the sole judgment of UOSA, not to be in UOSA's best interest. The Contractor shall have no claim to recover any costs arising out of or related to the development of the Price Proposal Package including but not limited to the costs to attend the Joint Scope Meeting, review of the DSOW, all costs associated with preparing a Price Proposal (and any other component of the Price Proposal Package), any Subcontractor costs incurred, and the costs to review the Price Proposal with UOSA. UOSA may pursue the performance of such Work by other means.
4. By submitting a signed Price Proposal to UOSA, the Contractor agrees to accomplish the Work set forth in the Detailed Scope of Work in accordance with the Request for Price Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to delivering it to UOSA.
5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the price to be paid (Job Order Amount) and the Job Order Completion Time. All clauses of the JOC shall be applicable to each Job Order. Each Job Order shall be accepted by the Contractor and approved by UOSA. A signed copy of the Job Order will be provided to the Contractor. Each Job Order shall include, as a minimum, the following information:
  - a) UOSA Contract Number
  - b) Job Order Number
  - c) Project Location
  - d) Brief Project Description
  - e) Referenced Detailed Scope of Work and RFPP
  - f) Supplemental Technical Specifications (if applicable)

- g) Job Order Completion Time
  - h) Acceptance Signature Block for the Contractor
  - i) Approval Block for UOSA's Authorized Representative
  - j) Notice to Proceed (NTP) Date
- F. In the event that an emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by UOSA. The Contractor shall begin Work as directed, notwithstanding the absence of a fully developed Request for Price Proposal, DSOW, or Job Order. The Contractor shall be compensated in accordance with the Unit Price Book and Non-Pre-priced Tasks as if the Work had been ordered under the standard ordering procedure.
- G. Each Job Order issued is subject to the Agreement's terms and conditions.
- H. Any Job Order may require the performance of Work at multiple Sites.
- I. Unless otherwise authorized in writing by UOSA, the Contractor shall make no change which will increase either the Job Order Completion Time or the Job Order Amount.

#### **5.4 Existing Conditions**

By executing a Job Order, the Contractor represents that it has visited the Project Site(s) and familiarized itself with the local conditions under which the Work is to be performed. UOSA does not undertake to represent or warrant Site or local conditions.

#### **5.5 Measurements and Dimensions**

By Ordering Material or doing Work which is dependent upon coordination with existing building conditions, the Contractor shall verify all dimensions, elevations, grades and pitch by taking measurements at the building or Site and shall be responsible for the correctness of the same.

#### **5.6 Commencement and Performance of the Work**

##### **A. Timing**

1. The Contractor must commence Work on the date set forth in the Job Order. Time being of the essence, the Contractor shall thereafter perform the Work diligently, using such means and methods of construction as will assure Final Completion within the Job Order Completion Time set forth in each Job Order.

##### **B. Supervision/Superintendent**

1. The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
2. The Contractor shall keep on the Site, during the performance of all Work, a competent, foremen/superintendent who is fluent in English, and any necessary assistants, all satisfactory to UOSA. The Contractor's project manager/project lead (if different than the foremen/superintendent) must also be fluent in English. Neither the foremen/superintendent nor the project manager/project lead shall be changed for the length of a Job Order Project, except with the prior consent of UOSA, unless he/she proves to be unsatisfactory to the Contractor and ceases to be in his employ. The on-site superintendent shall represent the Contractor and have authority to act for the Contractor.

##### **C. Project/Contract Meetings**

1. The Contractor and Subcontractors or their qualified representatives shall attend meetings with UOSA's representatives, at a frequency as determined by UOSA, for the

purpose of coordinating or expediting the Work.

## **5.7 Progress Schedules/Job Order Completion Time**

- A. To enable the Work to be laid out and performed in an orderly and expeditious manner, the Contractor shall submit with each Price Proposal a Progress Schedule, in bar chart or critical path method form, showing:
  - 1. The anticipated time of commencement and completion of each of the critical operations/subdivisions of the Work to be performed under the Job Order;
  - 2. The sequence and interrelationship of each of these operations/subdivisions with the others and with those of other related Job Orders (if any); and,
  - 3. The estimated time required for fabrication or delivery, or both, of critical materials and equipment required for the Work.
- B. Progress Schedules will be negotiated separately for each Job Order. The Contractor's proposed Progress Schedule shall be revised as necessary and as directed by UOSA, until finally approved by UOSA, and after such approval, shall be strictly adhered to by the Contractor.
- C. Each Job Order issued shall contain a Notice to Proceed Date (NTP) and a Job Order Completion Time stated in calendar days. The Applicability of Liquidated Damages will be determined on a Job Order by Job Order basis and be communicated on the Request for Price Proposal (RFPP) and the applicability stated on the Job Order. The amount of Liquidated Damages, if applicable, shall be per the schedule contained at Section 6.1 herein. The Job Order Completion Time shall include Work to be performed by others under subcontract and provide ample time for anticipated inspections.
- D. If the Contractor fails to adhere to the approved Progress Schedule, he must promptly adopt such other or additional means and methods of construction as will make up the time lost and will assure Final Completion in accordance with such Progress Schedule.
- E. If the Job Order Completion Time is determined to be so short that a Progress Schedule is not necessary or useful (as solely determined by UOSA) the requirement to submit a Progress Schedule with the Price Proposal Package may be waived in its entirety. However, the Contractor will communicate a proposed Job Order Completion Time (in calendar days) with the submission of the Price Proposal Package.

## **5.8 Date for Completion**

The Contractor must complete the Work within the Job Order Completion Time specified in each Job Order.

## **5.9 Determining Date of Final Completion**

- A. Final inspection of the Work by UOSA shall be made within five (5) days after receipt of the Contractor's written request. The Work will be deemed finally complete as of the date of such inspection if, upon such inspection, UOSA determines that the Contractor has achieved Final Completion of the Job Order.
- B. However, if such inspection, in the sole opinion of UOSA, reveals items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection.

**END SECTION 5**

## Section 6 - Special Terms And Conditions

### 6.1 Liquidated Damages

- A. The applicability of Liquidated Damages (LD) shall be determined on a Job Order by Job Order basis, at the sole discretion of UOSA, and at the time the Request for Price Proposal is issued by UOSA.
- B. If Liquidated Damages are deemed to apply to a specific Job Order, UOSA will assess the amount of Liquidated Damages set forth in the Schedule below, cumulatively. However, UOSA reserves the right on a project by project basis to adjust the daily LD amount based on the risk associated with the project. This provision for Liquidated Damages does not bar UOSA's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

#### SCHEDULE FOR LIQUIDATED DAMAGES

<u>Job Order Amount</u>	<u>Amount Per Calendar Day</u>
\$1.00 to \$25,000	\$100.00
\$25,001 to \$100,000	\$150.00
\$100,001 to \$500,000	\$250.00
Over \$500,000	To be negotiated

- C. The applicability of the Liquidated Damages will be discussed with the Contractor at the Joint Scope Meeting and, if applicable, will be set forth thereafter in the Request for Price Proposal and in the Job Order. In the event the Contractor fails to complete the Work within the Job Order Completion Time, or if the Contractor, in the sole judgment of UOSA, has abandoned the Work, the Contractor must pay to UOSA the sum fixed in the table immediately above for each and every calendar Day that the time consumed in completing the Work exceeds the Job Order Completion Time, which said sum, in view of the difficulty of accurately ascertaining the loss which UOSA will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the Liquidated Damages that UOSA will suffer by reason of such delay, and not as penalty.
- D. Liquidated Damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of UOSA's right to indemnification under Section 6.22, or the Contractor's obligation to indemnify UOSA, or to any other remedy provided for by Agreement or by law.
- E. UOSA will deduct and retain out of the monies which may become due hereunder, the amount of any such Liquidated Damages; and in case the amount which may become due hereunder shall be less than the amount of Liquidated Damages suffered by UOSA, the Contractor shall be liable to pay the difference upon demand by UOSA.
- F. The Contractor hereby waives any defense as to the validity of any Liquidated Damages stated herein as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

### 6.2 Work Standards

All Work performed by the Contractor shall meet the standards set forth by the Technical Specifications and all other applicable regulations, codes (federal, state and local), directives, equipment specifications, and manufacturer's instructions and recommendations inclusive of equipment or vehicles, supplies, parts or materials utilized to provide the required Work.

### **6.3 Incidental Design Services**

The Detailed Scopes of Work under this Contract may, on occasion, require the Contractor to provide Incidental Design services. Examples of Incidental Design include abbreviated drawings, sketches, calculations, shop drawings, modified or supplemental Technical Specifications, and as-built drawings. Accordingly, the Contractor shall:

1. Ensure that any Incidental Designs meet all applicable Local, State and Federal (when applicable) regulations or codes and conform strictly to the guidelines and criteria outlined in the Technical Specifications. In case of uncertainty of detail, procedure or conflict, the Contractor shall request additional instruction from UOSA. The Contractor is responsible for producing competent, properly coordinated and thorough Incidental Design documents.
2. Visit all Sites of proposed Work, making the measurements necessary to delineate the extent, character and type of Work required at the Project Sites.
3. The Contractor shall bear all costs for such development of said Incidental Design documents.

### **6.4 As-Built Drawings, Shop Drawings and Samples**

The Contractor shall review, approve and submit to UOSA all As-Built Drawings, Shop Drawings, Operations and Maintenance Manuals, Product Data and Samples required by and identified as part of the Detailed Scope of Work for approval. The Work shall be in accordance with approved submittals. All As-Built and Shop Drawings shall be provided in a media acceptable to UOSA.

### **6.5 Detailed Scope of Work (Including any Drawings) at the Site**

The Contractor shall keep at the Site one copy of all Job Orders, Detailed Scopes of Work and associated drawings and applicable Specifications in good order and available to UOSA at the Site.

### **6.6 Condition of Items**

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

### **6.7 Substitutions**

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Purchasing Department. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless UOSA agrees to a substitution. Requests for substitutions will be reviewed by UOSA and approval may be given by UOSA at its sole discretion.

### **6.8 Workmanship and Inspection**

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. UOSA reserves the right to require immediate removal of any Contractor employee from UOSA service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, UOSA may, from time to time,

make inspections of the work performed under the Agreement. Any inspection by UOSA does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

## **6.9 Use of the Premises**

The Contractor shall confine his plant, his apparatus, the staging and storage of materials, the operations of his forces and the Work to limits indicated by law, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the Work to be loaded with weight that will endanger its safety. The Contractor shall enforce UOSA's instructions regarding signs, advertisements, fires and smoking.

## **6.10 Debris Removal**

- A. Debris, rubbish, hazardous waste and non-usable material resulting from the Work under the Contract, to which UOSA does not claim a further interest, shall be disposed of off-site by the Contractor.
  - 1. Non-hazardous waste - shall be disposed of at an authorized landfill. The primary waste disposal method to be utilized by the Contractor shall be hauling by truck (see paragraph C. below).
    - a) The Contractor shall include in his Price Proposal all appropriate waste disposal line items to cover transportation and disposal of said waste at an alternate landfill.
    - b) In the event that landfill tipping fees cannot be waived, the Contractor shall include in his Price Proposal all appropriate waste disposal line items to cover disposal of said waste.
  - 2. Hazardous waste - shall be disposed of in accordance with all applicable local, state and federal laws and regulations and related manifest documentation provided to UOSA. The Contractor will dispose of said waste at a properly licensed/regulated landfill or disposal facility. The Contractor shall include in his Price Proposal all appropriate hazardous material disposal line items to cover transportation and disposal of said waste.
- B. At no time shall the contractor utilize UOSA dumpsters for debris disposal without prior UOSA approval.
- C. Dumpsters as a means of debris disposal shall only be used by the Contractor with prior written approval of UOSA. The specific Site location for any dumpster also requires approval by UOSA prior to placement. If dumpster usage is approved, the Contractor shall include the applicable task in its Price Proposal.

## **6.11 Contract and Subcontractor Identification Badges**

All Contractor and Subcontractor employees working at the Site are required to wear a company supplied photo ID badge. Badges must be clearly visible when worn. The size and content of the badges must be approved by UOSA at the start of the Contract.

## **6.12 Material Storage**

UOSA will provide limited storage space at the Site in the Work area. Contractor assumes full, complete and non-delegable responsibility for the security of the equipment so stored. The Contractor assumes full, complete and non-delegable responsibility for determining that the material stored in this area will not overload the floor system. Any damage to the structure as a result of the Contractor overloading the floor shall be repaired by the Contractor at no cost to

UOSA.

### **6.13 Indoor Air Quality**

Frequently, the buildings in which Work is to be performed will be in use and occupied during construction. The Contractor shall schedule Work and provide temporary ventilation and/or isolation to ensure that fumes from welding, other construction tasks and out-gassing from construction materials do not migrate to occupied areas.

### **6.14 Construction Contract Retainages**

The applicability of Contract retainages shall be determined on a Job Order by Job Order basis, at the sole discretion of UOSA, and at the time the Request for Price Proposal is issued by UOSA.

The Contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract, which provides for similar progress payments shall be subject to the same limitations.

### **6.15 UOSA's Right to Carry Out Work**

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within ten (10) days after receipt of written Notice from UOSA to commence and continue correction of such default or neglect with diligence and promptness, UOSA may, without prejudice to any other remedy it may have, rectify such deficiencies as outlined in Standard Terms and Conditions (Small Construction) Paragraph 3.14 Termination for Cause. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any Architect/Engineer ("A/E") additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to UOSA.
- B. Neither UOSA nor the A/E nor their officers, agents, assigns or employees are in any way liable or accountable to the Contractor or its surety for the method by which work performed by UOSA, or at UOSA's direction, or any portion thereof, is accomplished or for price paid therefore. Notwithstanding UOSA's right to carry out a portion of the Work, maintenance and protection of the Work remains the Contractor's and Surety's responsibility as provided for in the Performance Bond and Guarantee of Contractor.

### **6.16 UOSA's Right to Perform and Award Separate Contracts**

- A. UOSA reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site.
- B. When separate contracts are awarded for different portions of the Project or other Work on the site, the term Contractor in the Contract Documents in each case shall mean Contractor who executes each separate Agreement.

UOSA reserves the right to perform Work related to any Job Order with its own forces and to award separate contracts in connection with other portions of any Job Order or other Work on the Site

under these or similar Conditions of the Contract. The Contractor shall afford other Contractors working on the same Site reasonable opportunity for the introduction and storage of the other Contractor's materials and the execution of the other Contractor's Work. The Contractor shall properly regulate, schedule, connect, and coordinate his Work with any other Contractors on Site.

#### **6.17 Self-Performance**

The bidder shall self-perform, with its own organization, fifty percent (50%) of the value of the work on an annual basis throughout the life of the contract. Self-performance is defined as:

- Tradesman and/or craftsman, employed by the bidder, actually performing the work.
- Equipment operators, employed by the bidder, actually performing the work to include the cost of equipment owned by the bidder or the cost of equipment that the bidder has under a long-term lease. Long term is defined as six months or more.

Self-Performance does not include overhead, profit, or labor associated with Project Management.

**END SECTION 6**



# ATTACHMENT A – UOSA STANDARD TERMS AND CONDITIONS

## Upper Occoquan Service Authority – UOSA

### Standard Terms and Conditions

#### [Small project-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 Bidder:** The individual or business entity who or which submits a Bid to the IFB.
- 1.1 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.
- 1.2 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. 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.
- 1.3 Contract Documents:** The Contract Documents consist of the **Invitation for Bid ("IFB")**, a signed copy of the Bid Form the Specifications, Drawings, the signed Contract, the Payment Bond, the Performance Bond, 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 Contractor:** The person or persons, partnership, firm, joint venture, or corporation submitting a Bid for the Work contemplated.
- 1.8 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.
- 1.9 Notice:** The term "Notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall mean a written communication delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to the

party who gives the Notice. Notice to the Owner shall be given at the office of the Owner's Contract Manager. Notice is effective upon receipt. Communications by email shall not satisfy any Notice requirements of the Contract Documents except as may be provided specifically.

**1.10 Notice to Proceed:** A written Notice given by the Owner to the Contractor establishing the date on which the Contract Time will commence and on which the Contractor shall be authorized to begin the Work. In the IFB 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.

**1.11 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.

**1.12 Project:** The term "Project" shall be synonymous with the term "the Work."

**1.13 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.

**1.14 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.

**1.15 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.

**1.16 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.

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

**1.18 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.

**1.19 UOSA:** Upper Occoquan Service Authority, interchangeable with "Owner."

**1.20 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 in response to this IFB, the Bidder 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. Bidder 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, Bidder 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 Bidders are required to sign the included UOSA Solicitation Disclosure Form that is included at the beginning of the Solicitation document. (Disclosure form must be filled out in its entirety.)

**2.2 Compliance with Laws:** The Bidder/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 Bidder 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, Bidder 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:** Bids 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 bids shall be automatically extended for another 90 days. Bids will be automatically renewed until such time as

either an award is made or proper notice is given to UOSA of Bidder's intent to withdraw its bid. Bids 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, Bidders 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 Bidder 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 Bidders. 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.
- 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 Bidder 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 and any Addenda to the IFB
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 in response to this solicitation, the Bidder agrees to all Terms and Conditions and to the Specifications contained in the IFB.

### **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 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**

**40 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.

**41 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.

**42 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.

**43 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.

**44 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 Bidder.

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 Bidder'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  
Juneteenth  
Independence Day Labor Day  
Indigenous People's 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, 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 – REFERENCES

BIDDER'S NAME: \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BIDDERS' NAME: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

## ATTACHMENT C – BIDDER QUALIFICATION FORM

1. How many years' experience in the proposed type of Work has your organization had?

☐ < 5 years      ☐ 5-15 years      ☐ 15-30 years      ☐ > 30 years

2. How many cumulative years of staff experience?

☐ < 10 years      ☐ 10 -15 years      ☐ 15-30 years      ☐ > 30 years

3. Has your organization or any of its officers, directors or owners had any judgments entered against them within the past 10 years for the breach of contract for governmental or non-governmental construction?

A.      Yes    ☐      No    ☐

If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper.

Attachment # \_\_\_\_\_

4. Have any of your officers, directors, 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?

B.      Yes    ☐      No    ☐

If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper.

Attachment # \_\_\_\_\_

5. Has your organization ever failed to complete a contract with a public body?

Yes    ☐      No    ☐

If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper.

Attachment # \_\_\_\_\_

6. 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 # \_\_\_\_\_

7. 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 # \_\_\_\_\_

8. How quickly can your organization respond to emergencies?

a) Over the phone within \_\_\_\_\_ hrs.

b) On site within \_\_\_\_\_ hrs.

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

## ATTACHMENT D – BID FORM

In compliance with the Invitation for Bid listed immediately below, the undersigned hereby offers and agrees to furnish all labor, equipment, and materials and perform all Work for:

### Job Order Contract (JOC) for General Construction Work

In strict accordance with the Contract Documents for the consideration of the amounts listed on the attached Schedule of Prices. The undersigned further agrees that, upon written acceptance of this Bid, mailed or otherwise furnished within ninety (90) calendar days after the date of receipt of Bids, he will, within fifteen (15) calendar days after notification of award, execute the Agreement and furnish performance and payment bonds in a form satisfactory to UOSA with good and sufficient surety or sureties and deliver certificate(s) of insurance in full compliance with the Contract Documents.

#### SCHEDULE OF PRICES

The Contractor shall perform the tasks required by each individual Job Order issued pursuant to this Contract using the following Adjustment Factors:

- A. Coefficient Multiplier with Project Management, Normal Working Hours: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Normal Working Hours (6:00 a.m. - 6:00 p.m. Monday through Friday, except Holidays) for the Unit Prices specified in the Unit Price Book (UPB) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

- B. Coefficient Multiplier with Project Management, Other Than Normal Working Hours: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Other Than Normal Working Hours (6:01 p.m. to 5:59 a.m. Monday through Friday and any time Saturday, Sunday, and Holidays) for the Unit Prices specified in the Unit Price Book (UPB) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

- C. Coefficient Multiplier without Project Management, Normal Working Hours: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Normal Working Hours (6:00 a.m. - 6:00 p.m. Monday through Friday, except Holidays) for the Unit Prices specified in the Unit Price Book (UPB) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

	.				
--	---	--	--	--	--

- D. Coefficient Multiplier without Project Management, Other Than Normal Working Hours: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Other Than Normal Working Hours (6:01 p.m. to 5:59 a.m. Monday through Friday and any time Saturday, Sunday, and Holidays) for the Unit Prices specified in the Unit Price Book (UPB) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

- E. Non Pre-priced Adjustment Factor: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order to work deemed not to be included in the UPB but within the general scope of the work.

	.				
--	---	--	--	--	--

(Specify to four decimal places)

*EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates.*

1	.	1	9	9	8
---	---	---	---	---	---

Or

0	.	9	9	9	9
---	---	---	---	---	---

Transfer below the competitively bid Adjustment Factors that you wrote in and complete the calculation for the Award Criteria Figure.

### AWARD CRITERIA FIGURE

The following formula has been developed for the sole purpose of evaluating bids and awarding the Contract. Each bidder must complete the following calculation.

Line 1.	Normal Working Hours with Project Management Adjustment Factor (A above).	_____ (1)
Line 2.	Multiply Line 1 by .50	_____ (2)
Line 3.	Other than Normal Working Hours with Project Management Adjustment Factor (B above).	_____ (3)
Line 4.	Multiply Line 3 by .5	_____ (4)
Line 5.	Normal work hours without Project Management Adjustment Factor (C above)	_____ (5)
Line 6.	Line 5 by .25	_____ (6)
Line 7	Other than Normal Working Hours without Project Management	_____ (7)
Line 8	Multiply Line 7 by .5	_____ (8)
Line 9.	Coefficient Multiplier Non-pre-priced items	_____ (9)
Line 10	Summation of lines 2, 4, 6, and 8 above.	_____ (10)
		(Award Criteria Figure)

Contractor shall write in numbers and words the Award Criteria Figure in the spaces below.

		.				
--	--	---	--	--	--	--

Award Criteria Figure in Numbers

\_\_\_\_\_  
Award Criteria Figure in Words

Instructions to Bidder: Specify lines 1 through 9 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

Note to Bidder: the weights in lines 2, 4, 6 and 8, above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by UOSA that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purposes of determining the lowest bidder; when submitting Price Proposals related to Specific Job Orders, the bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in A, B, C, D or E in the Schedule of Prices above.

Bidder shall make no alterations, changes, or exclusions to the Bid Form or its phraseology. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind. All blank spaces shall be completed.

By my signature I certify that I am acting as an agent or in the case of an LLP, the Partner or Managing Partner for the firm identified below and I am fully authorized to bind the firm to the terms, conditions and specifications of this solicitation, as well as any addenda thereto.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Virginia Contractor's License Number \_\_\_\_\_



## **ATTACHMENT E – SOLICITATION RESPONSE FORM**



## Solicitation Response Form

IFB/RFP Number: 25-01

Title: Job Order Contract for General Construction Work

### 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.

Solicitation Response Form (this form)		Bonding Verification	<input type="checkbox"/>
Attachment B	<input type="checkbox"/>	Contractor's Class A License	<input type="checkbox"/>
Attachment C	<input type="checkbox"/>	Insurance Claims Listing per Section 4.15	<input type="checkbox"/>
Attachment D	<input type="checkbox"/>	Acknowledge all addenda	<input type="checkbox"/>