
July 19, 2024

IFB SA 2407 Belmont Sewage Pumping Station Replacement

Addendum #1

THIS SOLICITATION IS HEREBY AMENDED AS FOLLOWS:

- Effective July 1, 2024, Prince William Service Authority is doing business as Prince William Water. All potential Offerors are directed to use Prince William Water's new website address, www.princewilliamwater.org, for any solicitation updates. Moving forward, Offerors are advised to use our new organization name, Prince William Water. However, using our old name will still be accepted. The resulting contract under this solicitation will be in the name of Prince William County Service Authority doing business as “Prince William Water.”
- Reference Notice to Bidders: DELETE in its entirety (Two pages) and REPLACE with attached Notice to Bidders (Two pages). Corrected Solicitation IFB # to 2407.
- Reference Invitation Letter: DELETE in its entirety (Two pages) and REPLACE with attached Invitation Letter (Two pages). Corrected Solicitation IFB # to 2407.
- Reference Part 1 Agreement, Bonds and Related Documents; Cover page: DELETE in its entirety (One page) and REPLACE with attached (One page). Corrected Solicitation IFB # to 2407.
- Reference Part 1 Agreement, Bonds and Related Documents; Agreement: DELETE Page 1 of 11 (One page) in its entirety and REPLACE with attached (One page). Corrected Solicitation IFB # to 2407.
- Reference Part 1 Agreement, Bonds and Related Documents; Exhibit D – Bid Form: DELETE in its entirety (Two pages) and REPLACE with attached (Two pages). Corrected Solicitation IFB # to 2407.
- Reference Part 1 Agreement, Bonds and Related Documents; Exhibit E – Schedule of Unit Prices and E-1 – Lump Sum Breakdown: DELETE in its entirety (Four pages) and REPLACE with attached (Four pages). Revised formatting, total page numbers, and corrected Solicitation IFB # to 2407.
- Reference Part 1 Agreement, Bonds and Related Documents; Exhibit F – Bid Bond: DELETE Page 1 of 3 (One page) in its entirety and REPLACE with attached Page 1 of 3 (One page). Corrected Solicitation IFB # to 2407.

- Reference Part 1 Agreement, Bonds and Related Documents; Exhibit I-1 – Bidder’s Proposed Project Key Personnel: DELETE in its entirety (One page) and REPLACE with attached (One page). Corrected Solicitation IFB # to 2407.
- Reference Part 1 Agreement, Bonds and Related Documents; Escrow Agreement: DELETE Page 1 of 3 (One page) in its entirety and REPLACE with attached Page 1 of 3 (One page). Corrected Solicitation IFB # to 2407.
- Reference Part 1 Standard General Conditions of the Construction Contract; Table of Contents: DELETE in its entirety (Thirteen pages) and REPLACE with attached (Five pages). Corrected formatting.
- Reference Part 1 Supplementary Conditions; Attachment 1 – Inconvenience Fee Notification Form (Page 16 of 22): DELETE in its entirety (One page) and REPLACE with attached (One page). Corrected Solicitation IFB # to 2407.
- Reference Part 1 Supplementary Conditions; Attachment 2 – Change of Contractor Personnel (Page 18 of 22): DELETE in its entirety (One Page) and REPLACE with attached (One page). Corrected Solicitation IFB # to 2407.

All other solicitation terms, conditions and provisions remain unchanged and in full force and effect.

Acknowledgement: Bidders submitting a bid response for the above-named solicitation shall take note of the following changes, additions, deletions, clarification, etc., in the Contract Documents, which shall become a part of and have precedence over anything shown or described in the Contract Documents, and as such shall be taken into consideration and be included in the Bidders’s response. All other terms and conditions of the Invitation for Bid shall remain unchanged.

Bidders must acknowledge receipt of this amendment by signing and returning this addendum with the proposal response or prior to the bid due date and time.

Authorized Signature

Date

Name Printed

Title

Company Name

Direct all inquiries to Sprocurement@pwcsa.org

Notice to Bidders

SOLICITATION IFB #: SA-2407
BELMONT SEWAGE PUMPING STATION REPLACEMENT
Project Code: 22SBML0201, 24SBML0201

Prince William County Service Authority is accepting competitive sealed bids from qualified Contractors for the BELMONT SEWAGE PUMPING STATION REPLACEMENT. Sealed Bids will be accepted until **Tuesday 10:00 AM EST** on **August 06, 2024** at Prince William County Service Authority at 4 County Complex Court, Woodbridge, Virginia 22192. Bids must be clearly marked on the outside of the envelope “Sealed Bid – IFB #: SA-2407, Title: BELMONT SEWAGE PUMPING STATION REPLACEMENT. Bids will then be publicly opened and read aloud. Bids received after the specified time will not be considered.

PROJECT LOCATION:

BELMONT SEWAGE PUMPING STATION:

13760 Dabney Road, Woodbridge, VA 22191

GENERAL DESCRIPTION: Provide all materials, equipment and labor necessary for the construction of BELMONT SEWAGE PUMPING STATION REPLACEMENT. The work includes, but is not limited to the following:

- Site Mobilization, Demobilization, and Project Close-out for commencing, concluding, and closing out all project activities as required by the Contract Documents.
- Provide new pumping station including new cast-in-place wet well and dry well, with brick and block building located above the dry well.
- Provide three (3) dry-pit submersible variable speed solids handling pumps located in new dry well.
- Provide new influent structure with two (2) hydraulic channel grinders, slide gates and bypass bar screen.
- Provide new piping and valves inside the dry well, including isolation valves, check valves, air release valves, and magnetic flowmeter.
- Provide new standby diesel generator.
- Provide new activated carbon odor control system.
- Provide new heating, ventilation and air conditioning equipment.
- Provide new electrical distribution, instrumentation and control equipment.
- Demolition of existing pumping station components.
- Conversion of existing wet well, dry well and influent structure to emergency storage
- Provide new site fencing.
- Site work, including new pavement, regrading, gravity sewer piping and manholes, water main, 24” ductile iron force main to connect to the existing force main, and other miscellaneous improvements.

Bidder shall submit each bid and required accompanying documents using the blank form(s) provided in this Project Manual.

PRE-BID CONFERENCE: A non-mandatory Pre-Bid Conference is scheduled for **Monday 10:00 AM EST, July 01, 2024**. The Pre-Bid Conference will be conducted via live stream tool.

The Service Authority will hold a Pre-Bid Conference using MS Teams Meeting. While attendance is not mandatory, potential Bidders are strongly encouraged to attend. Potential Bidders interested in attending the Pre-Bid Conference may download the application and join the meeting via the MS Teams application by audio, video or both. If a Bidder plans to join the Pre-Bid Conference, the Bidder must inform the Procurement Department at SAProurement@pwcsa.org with the following information: vendor name, business address and contact person. The Service Authority will provide the MS Teams link to requestors only. Upon completion of the meeting, the Service Authority will post an attendance list on the Service Authority website.

Interested Bidders and Subcontractors are strongly encouraged to attend. Pleas of ignorance of any conditions existing on the work-site, or difficulties encountered in the execution of the Work, or as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure or omission on the part of any Bidder to properly fulfill the requirements set forth in the Contract Documents.

SITE VISIT: A Non-Mandatory site visit is scheduled for the BELMONT SEWAGE PUMPING STATION for **Wednesday 1:00 PM (EST), July 10, 2024** at **BELMONT SEWAGE PUMPING STATION** 13760 Dabney Road, Woodbridge, VA 22191

QUESTIONS DEADLINE: Questions should be submitted in written form only, to Procurement Officer (First and Last Name) at SAProurement@pwcsa.org no later than **Monday 12:00 PM EST, July 22, 2024**. The subject line of the email should read as follows: “Questions- SA-2407 Title: BELMONT SEWAGE PUMPING STATION REPLACEMENT”. Questions submitted after the “Questions Due Date” may not be addressed.

BID SUBMISSION: One (1) original and two (2) copies of the completed Bid shall be submitted before Tuesday 10:00 AM EST, August 06, 2024 in a sealed envelope and should be addressed and delivered to:

Street Address: Prince William County Service Authority
Procurement Department
Attn: Procurement Officer (Medhat Mosaad) – SA-2407
4 County Complex Court
Woodbridge, VA 22192

BID OPENING: Pursuant to the competitive bidding provision of the Service Authority’s purchasing regulations and the Code of Virginia, and subject to the terms and conditions listed herein, bids will be opened, then read aloud via MS Teams immediately after close of the bid submission.

Bidders interested in attending the bid opening must contact the Procurement Department at SAProurement@pwcsa.org to obtain the MS Teams access information.

BID DOCUMENTS: Digital copies of the Bid documents are available for no charge and upon request by emailing the Procurement Department at SAProurement@pwcsa.org. Include the solicitation number and title in the subject line of your email request.

Important Note: Neither the Owner nor the Engineer will be responsible for full or partial sets of Contract Documents, including any Addendum, obtained from any other source.

Invitation Letter

Reference: IFB #: SA-2407
BELMONT SEWAGE PUMPING STATION REPLACEMENT

Date: Click to choose a date.

Potential Bidder:

We are pleased to invite you to submit Lump Sum bids for **BELMONT SEWAGE PUMPING STATION REPLACEMENT** to: Prince William County Service Authority, in accordance with the following:

1. Definitions

Definitions applicable to this solicitation document are located in the General Conditions of the Construction Contract (MODIFIED version of EJCDC), Article 1– “Definitions and Terminology”.

2. General

- A. All Bids shall be prepared and submitted by and at the cost of the Bidder, hence all costs associated with preparation and submission of the Bid shall be borne by the Bidder.
- B. Bid Form shall be typed or legibly handwritten;
 - a) Exhibit D: Lump Sum Base Bid
 - b) Exhibit E: Schedule of Unit Prices
- C. Contractor shall carry out the Work within the same time frame allowed in the approved Work Schedule. The Work shall be substantially complete in seven hundred sixty (760) days and in accordance with Article 4.02 of the Agreement.
- D. Bidder shall address inquiries, if any, in writing to: SAProcurement@pwcsa.org by the question’s deadline stated in the “Notice to Bidders” section of this IFB.

3. Validity of Bid

The Bids shall remain valid for a period of one hundred twenty (120) days, commencing on the date of opening the bids. If the Bidder withdraws their offer before expiration of the said period, without the written authorization of the Owner, the amount of the Bid Bond will be forfeited to the Owner.

4. Scope of Work

Provide all materials, equipment and labor necessary for the construction of the **BELMONT SEWAGE PUMPING STATION REPLACEMENT**. The work includes, but is not limited to, the following:

- Site Mobilization, Demobilization, and Project Close-out for commencing, concluding, and closing out all project activities as required by the Contract Documents.
- Provide new pumping station including new cast-in-place wet well and dry well, with brick and block building located above the dry well.
- Provide three (3) dry-pit submersible variable speed solids handling pumps located in new dry well.
- Provide new influent structure with two (2) hydraulic channel grinders, slide gates and bypass bar screen.
- Provide new piping and valves inside the dry well, including isolation valves, check valves, air release valves, and magnetic flowmeter.
- Provide new standby diesel generator.
- Provide new activated carbon odor control system.
- Provide new heating, ventilation and air conditioning equipment.
- Provide new electrical distribution, instrumentation and control equipment.
- Demolition of existing pumping station components.
- Conversion of existing wet well, dry well and influent structure to emergency storage
- Provide new site fencing.
- Site work, including new pavement, regrading, gravity sewer piping and manholes, water main, 24” ductile iron force main to connect to the existing force main, and other miscellaneous improvements.

PART 1
AGREEMENT, BONDS AND RELATED DOCUMENTS

BELMONT SEWAGE PUMPING STATION
REPLACEMENT

SOLICITATION

INVITATION FOR BID

IFB #: SA-2407

AGREEMENT SA-2407

BETWEEN PRINCE WILLIAM COUNTY SERVICE AUTHORITY (OWNER) AND **[[INSERT
CONTRACTOR NAME]]** (CONTRACTOR)
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT (this “Agreement”) is by and between Prince William County Service Authority (“Owner”) and **[[Insert Contractor Name]]** (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide all materials, equipment and labor necessary for the construction of the BELMONT SEWAGE PUMPING STATION REPLACEMENT. The work includes, but is not limited to the following:

- Site Mobilization, Demobilization, and Project Close-out for commencing, concluding, and closing out all project activities as required by the Contract Documents.
- Provide new pumping station including new cast-in-place wet well and dry well, with brick and block building located above the dry well.
- Provide three (3) dry-pit submersible variable speed solids handling pumps located in new dry well.
- Provide new influent structure with two (2) hydraulic channel grinders, slide gates and bypass bar screen.
- Provide new piping and valves inside the dry well, including isolation valves, check valves, air release valves, and magnetic flowmeter.
- Provide new standby diesel generator.
- Provide new activated carbon odor control system.
- Provide new heating, ventilation and air conditioning equipment.
- Provide new electrical distribution, instrumentation and control equipment.
- Demolition of existing pumping station components.
- Conversion of existing wet well, dry well and influent structure to emergency storage
- Provide new site fencing.
- Site work, including new pavement, regrading, gravity sewer piping and manholes, water main, 24” ductile iron force main to connect to the existing force main, and other miscellaneous improvements.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**BELMONT SEWAGE PUMPING STATION REPLACEMENT
22SBML0201, 24SBML0201**

EXHIBIT D

(to be submitted with Bid)

BID FORM

Prince William County Service Authority

Attention: Procurement Officer (Mikyong Rodgers)

Subject: **BELMONT SEWAGE PUMPING STATION REPLACEMENT**

Ladies and Gentlemen:

We have received and examined the Bid Document concerning the subject **BELMONT SEWAGE PUMPING STATION REPLACEMENT**. We have made all the necessary inquiries concerning the Work and have familiarized ourselves with the above-mentioned document.

We confirm that we have visited the site of the Work and that we have examined all documents necessary for the proper performance of the Contract.

We have examined all sections of the Bid Document and Addenda for the **BELMONT SEWAGE PUMPING STATION REPLACEMENT**. We, the undersigned, hereby offer to provide all Work/Services covered in the Bid Document for the total sum of US Dollars as indicated below and in Exhibit E:

Total Lump Sum Base Bid:

_____ (Dollar Amount in Words)

_____ (Dollar Amount in Dollars)

We agree to the conditions stated in this solicitation document, and we hereby submit the required Bid in accordance with the Information for Bidders.

We agree to furnish all material, labor, and supervision necessary to complete the Work in accordance with the Bid Document, Specifications and Drawings. By signing this bid form, we certify that we have access to all materials, equipment, and labor necessary to complete the Work within the Contracts Times.

If awarded the Contract, we shall commence the work within fourteen (14) calendar days of the issuance of the Notice to Proceed and will complete the work described in the Contract under IFB #: **SA-2407 BELMONT SEWAGE PUMPING STATION REPLACEMENT**.

EXHIBIT E

(to accompany the bid)

PREAMBLE

In consideration of the complete execution of the Work to the satisfaction of the Owner, the Owner shall pay the Contractor and the Contractor agrees as full compensation for same, the Contract Price as given herein below.

All prices and rates are fully inclusive of each, and every item, service, equipment or facility as may be required to provide and perform the Work covered under the Contract and in full compliance with the Contract requirements.

The Unit rates as follows are fixed for the duration of the Agreement and are all inclusive. There will be no other reimbursement for any other cost whatsoever.

All prices and rates shall remain firm without any escalation, whatsoever, until the completion of Work.

Each item shall be priced separately, due allowance being made in the quoted rate for full compliance with the Bid Documents.

All prices and rates are to apply in executing the Work in large or small quantities, to any shaped section, in difficult or easy situations and at any elevation. Owner will not entertain any claim as to the proportions of the Work actually falling into these categories.

The Notice to Bidders and Information for Bidders, are hereby made part of this Specification to the same extent as if bound herein and shall become part of the Contract and shall apply to the Contractor and all Subcontractors and suppliers.

EXHIBIT E

**SCHEDULE OF UNIT PRICES
TO ACCOMPANY THE BID OF**

(Bidder/Contractor)

BELMONT SEWAGE PUMPING STATION REPLACEMENT

SOLICITATION IFB #: SA-2407

Project Code: 22SBML0201, 24SBML0201

Any Bidder who leaves a line item blank in the pricing schedule may be considered non-responsive.

TOTAL BASE

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization/Demobilization and Project Closeout (limited to 3 percent (3%) of the total of all other items for Belmont Sewage Pumping Station Replacement).	LS	1		
2	Belmont Sewage Pumping Station Replacement	LS	1		
3	Allowance: Additional Unanticipated Costs (As Authorized by Owner)	LS	1	\$100,000.00	\$100,000.00
Total LUMP SUM BASE Bid (1-3) IN NUMBERS:					
IN WRITING: _____					\$ _____

EXHIBIT E-1

(to accompany the bid)

LUMP SUM BREAKDOWN

Belmont Sewage Pumping Station Replacement

Item No.	Description	Price
Belmont Sewage Pumping Station		
1	Mobilization/Demobilization and Project Closeout (limited to 3 percent (3%) of the total of all other items for Belmont Sewage Pumping Station Replacement).	
2 – a	Demolition	
2 – b	Civil/Sitework	
2 – c	Temporary Pumping	
2 – d	Gravity Sewer and Manholes	
2 – e	24-inch Ductile Iron Pipe Force Main	
2 – f	Influent Structure	
2 – g	Hydraulic Grinders	
2 – h	Pumping Station Structure and Building	
2 – i	Dry-Pit Submersible Pumps	
2 – j	Fabricated Stainless Steel Slide Gates	
2 – k	Piping, Valves, and Fittings	
2 – l	Odor Control Unit	
2 – m	HVAC	
2 – n	Plumbing	
2 – o	Standby Generator	
2 – p	Electrical, Instrumentation and Controls	
2 – q	Process Control System Supplier (PCSS)	
2 – r	Emergency Storage Structure (Modification to existing Wet Well and Dry Well and existing Influent Structure)	
3	Allowance	\$100,000.00
	Total Lump Belmont Sewage Pumping Station	

THIS PAGE
INTENTIONALLY
LEFT BLANK

EXHIBIT F

(COPY to accompany the bid)

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____ hereinafter called the Principal, and _____ a corporation created and existing under the laws of the State of _____, and having its principal office in the City of: _____, and authorized to transact business in Commonwealth of Virginia, hereinafter called the Surety, are held and firmly bound unto the PRINCE WILLIAM COUNTY SERVICE AUTHORITY BOARD OF DIRECTORS as Owner in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which well and truly to be made, the said Principal and Surety bind themselves and their successors and assigns, jointly and severally, firmly by these presents. The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain proposal attached hereto and hereby made a part hereof, to enter into a contract for:

SOLICITATION IFB #: SA-2407

BELMONT SEWAGE PUMPING STATION REPLACEMENT

PROJECT CODE: 22SBML0201, 24SBML0201

NOW THEREFORE,

- a. If said Proposal shall be rejected, or
- b. If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice on any such extension.

EXHIBIT I-1

BIDDER'S PROPOSED PROJECT KEY PERSONNEL

(to accompany the bid)

IFB #: SA-2407

Title: BELMONT SEWAGE PUMPING STATION REPLACEMENT

Project Code: 22SBML0201, 24SBML0201

Attach additional sheets for additional proposed Project Personnel.

Indicate N/A in any spaces that are not used in the table below.

	Title	Name	Years of Employment with Bidder	Years of Experience in Construction
1	Project Manager			
2	Project Liaison			
			Years of Employment with Bidder	Years of Specialty Experience
3	Superintendent			
4	Qualified P6 Scheduler (if required by Contract)			
5	Crew #1 Foreman			
6	Crew #1 Crew Member			
7	Crew #1 Crew Member			
8	Crew #1 Crew Member			
9	Crew #1 Crew Member			
10	Crew #1 Crew Member			
11	Crew #2 Foreman			
12	Crew #2 Crew Member			
13	Crew #2 Crew Member			
14	Crew #2 Crew Member			
15	Crew #2 Crew Member			
16	Crew #2 Crew Member			

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into this ____ day of _____ 20__ between
by and among the Prince William County Service Authority (“Service Authority/Owner”),

_____ (“the Contractor”)

(Address of the Contractor),

_____ (“the Bank”)

(Address of the Bank),

a trust company, bank, or savings and loan institution with a principal office located in the
Commonwealth, and

_____ (“the Surety”)

(Address of the Surety),

Provides as follows:

1. The OWNER and the Contractor have entered into a contract with respect to **IFB #: SA-2407 BELMONT SEWAGE PUMPING STATION REPLACEMENT** (Construction) (“the Contract”). This Escrow Agreement is pursuant to, but in no way amends or modifies the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of Contractor’s performance under the Contract.
2. In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the OWNER is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the OWNER, elected to have these retained amounts held in escrow by the Bank. This Escrow Agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required or permitted to inquire into the terms of the Contract or any other instrument or agreement between the OWNER and the Contractor other than this Escrow Agreement.
3. The OWNER shall from time to time pursuant to this Escrow Agreement pay the Bank amounts retained by the OWNER under the Contract. Except as to amounts actually withdrawn from escrow by the OWNER, the Contractor shall look solely to the Bank for the payment of funds retained under the Contract and paid by the OWNER to the Bank.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	1
1.01 <i>Defined Terms</i>	1
1.02 <i>Terminology</i>	6
ARTICLE 2 – PRELIMINARY MATTERS	7
2.01 <i>Delivery of Bonds, Evidence of Insurance, and Certain Subcontractors</i>	7
2.02 <i>Copies of Documents</i>	8
2.03 <i>Before Starting Construction</i>	8
2.04 <i>Preconstruction Conference; Designation of Authorized Representatives</i>	8
2.05 <i>Initial Acceptance of Schedules</i>	9
2.06 <i>Electronic Transmittals</i>	9
ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	11
3.04 <i>Requirements of the Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	12
ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK	12
4.01 <i>Commencement of Contract Times; Notice to Proceed</i>	12
4.02 <i>Starting the Work</i>	13
4.03 <i>Reference Points</i>	13
4.04 <i>Progress Schedule</i>	13
4.05 <i>Delays in Contractor’s Progress</i>	13
ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS	15
5.01 <i>Availability of Lands</i>	15
5.02 <i>Use of Site and Other Areas</i>	15
5.03 <i>Subsurface and Physical Conditions</i>	16
5.04 <i>Differing Subsurface or Physical Conditions (other than Unclassified Excavation)</i>	17
5.05 <i>Underground Facilities</i>	19

5.06	<i>Hazardous Environmental Conditions at Site</i>	20
ARTICLE 6 – BONDS AND INSURANCE		22
6.01	<i>Performance, Payment, and Other Bonds</i>	22
6.02	<i>Insurance—General Provisions</i>	23
6.03	<i>Contractor’s Insurance</i>	24
6.04	<i>Owner’s Liability Insurance</i>	27
6.05	<i>Property Insurance</i>	28
6.06	<i>Waiver of Rights</i>	29
6.07	<i>Receipt and Application of Property Insurance Proceeds</i>	30
6.08	<i>Acceptance of Bonds and Insurance</i>	30
ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES		31
7.01	<i>Supervision and Superintendence</i>	31
7.02	<i>Labor; Working Hours</i>	32
7.03	<i>Services, Materials, and Equipment</i>	32
7.04	<i>“Or Equals”</i>	33
7.05	<i>Substitutes</i>	34
7.06	<i>Concerning Subcontractors, Suppliers, and Others</i>	36
7.07	<i>Patent Fees and Royalties</i>	37
7.08	<i>Permits</i>	38
7.09	<i>Taxes</i>	38
7.10	<i>Laws and Regulations</i>	38
7.11	<i>Record Documents</i>	39
7.12	<i>Safety and Protection</i>	39
7.13	<i>Safety Representative</i>	41
7.14	<i>Hazard Communication Programs</i>	41
7.15	<i>Emergencies</i>	41
7.16	<i>Shop Drawings, Samples, and Other Submittals</i>	41
7.17	<i>Contractor’s General Warranty and Guarantee</i>	44
7.18	<i>Indemnification</i>	45
7.19	<i>Delegation of Professional Design Services</i>	45
ARTICLE 8 – OTHER WORK AT THE SITE		46
8.01	<i>Other Work</i>	46
8.02	<i>Coordination</i>	47
8.03	<i>Legal Relationships</i>	47

ARTICLE 9 – OWNER’S RESPONSIBILITIES	48
9.01 <i>Communications to Contractor</i>	48
9.02 <i>Replacement of Engineer</i>	48
9.03 <i>Furnish Data</i>	48
9.04 <i>Pay When Due</i>	48
9.05 <i>Lands and Easements; Reports, Tests, and Drawings</i>	48
9.06 <i>Insurance</i>	48
9.07 <i>Change Orders</i>	49
9.08 <i>Inspections, Tests, and Approvals</i>	49
9.09 <i>Limitations on Owner’s Responsibilities</i>	49
9.10 <i>Undisclosed Hazardous Environmental Condition</i>	49
9.11 <i>Evidence of Financial Arrangements (intentionally deleted)</i>	49
9.12 <i>Safety Programs</i>	49
ARTICLE 10 – ENGINEER’S AND PROJECT REPRESENTATIVE’S STATUS DURING CONSTRUCTION	49
10.01 <i>“Engineer”</i>	49
10.02 <i>Duties of Engineer</i>	49
10.03 <i>Project Representative - Construction Management Duties</i>	52
10.04 <i>Rejecting Defective Work</i>	55
10.05 <i>Shop Drawings, Change Orders and Payments</i>	55
10.06 <i>Determinations for Unit Price Work</i>	55
10.07 <i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	55
10.08 <i>Limitations on Engineer’s and Project Representative’s Authority and Responsibilities</i>	56
10.09 <i>Compliance with Safety Program</i>	56
ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK	57
11.01 <i>Amending and Supplementing Contract Documents</i>	57
11.02 <i>Owner-Authorized Changes in the Work</i>	58
11.03 <i>Unauthorized Changes in the Work</i>	58
11.04 <i>Change of Contract Price</i>	58
11.05 <i>Change of Contract Times</i>	59
11.06 <i>Change Proposals</i>	60
11.07 <i>Execution of Change Orders</i>	60
11.08 <i>Notification to Surety</i>	61

ARTICLE 12 – CLAIMS	61
12.01 <i>Claims</i>	61
ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK	63
13.01 <i>Cost of the Work</i>	63
13.02 <i>Allowances</i>	66
13.03 <i>Unit Price Work</i>	67
ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	68
14.01 <i>Access to Work</i>	68
14.02 <i>Tests, Inspections, and Approvals</i>	68
14.03 <i>Defective Work</i>	69
14.04 <i>Acceptance of Defective Work</i>	69
14.05 <i>Uncovering Work</i>	70
14.06 <i>Owner May Stop the Work</i>	70
14.07 <i>Owner May Correct Defective Work</i>	70
ARTICLE 15 – PAYMENTS SET-OFFS; COMPLETION; CORRECTION PERIOD	71
15.01 <i>Progress Payments</i>	71
15.02 <i>Contractor’s Warranty of Title</i>	76
15.03 <i>Substantial Completion</i>	77
15.04 <i>Partial Use or Occupancy</i>	78
15.05 <i>Final Inspection</i>	78
15.06 <i>Final Payment</i>	78
15.07 <i>Waiver of Claims</i>	80
15.08 <i>Correction Period</i>	80
15.09 <i>Contractor Payments to Subcontractors</i>	81
ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION	82
16.01 <i>Owner May Suspend Work</i>	82
16.02 <i>Payment upon Termination</i>	82
16.03 <i>Owner May Terminate for Cause</i>	83
16.04 <i>Owner May Terminate For Convenience</i>	85
16.05 <i>Contractor May Stop Work or Terminate</i>	86
16.06 <i>Parties May Terminate by Mutual Consent</i>	87
16.07 <i>Owner May Terminate for Non-Allocation of Funds</i>	87
ARTICLE 17 – RESOLUTION OF DISPUTES	88

17.01	<i>Dispute Methods and Procedures</i>	88
ARTICLE 18 – MISCELLANEOUS		89
18.01	<i>Giving Notice</i>	89
18.02	<i>Computation of Times</i>	89
18.03	<i>Cumulative Remedies</i>	89
18.04	<i>Limitation of Damages</i>	89
18.05	<i>No Waiver</i>	89
18.06	<i>Survival of Obligations</i>	90
18.07	<i>Governing Law and Choice of Forum</i>	90
18.08	<i>Headings</i>	90
18.09	<i>Site Owned by a Public Entity</i>	90
ARTICLE 19 – EMPLOYMENT DISCRIMINATION LAW		90
19.01	<i>Contractor Will Not Discriminate</i>	90
ARTICLE 20 – NON-DISCRIMINATION		91
20.01	<i>The Owner does not discriminate against faith based organizations.</i>	91
ARTICLE 21 – UNAUTHORIZED ALIENS		91
21.01	<i>Contractor shall not employ unauthorized aliens</i>	91
ARTICLE 22 – DRUG-FREE WORKPLACE		91
22.01	<i>Drug-Free Workplace to Be Maintained By Contractor</i>	91

Attachment 1

INCONVENIENCE FEE NOTIFICATION FORM

IFB #: SA-2407

Title: BELMONT SEWAGE PUMPING STATION REPLACEMENT

Project Code: 22SBML0201, 24SBML0201

The Contractor is notified that an Inconvenience Fee has been incurred, as documented below.

Inconvenience Number: _____

Inconvenience Incurred: _____

Date of Occurrence: _____

Location: _____

Fee due to the Owner: _____

Photograph or other documentation attached.

Attachment 2

Change of Contractor Personnel

IFB #: SA-2407

Title: BELMONT SEWAGE PUMPING STATION REPLACEMENT

Project Code: 22SBML0201, 24SBML0201

Contractor's proposed Project Personnel:

		Name	Years of Employment with Contractor	Years of Specialty Experience
1	Crew Member			
2	Crew Member			
3	Crew Member			
4	Crew Member			

Contractor's proposed Project Personnel to be removed:

		Name
1	Crew Member	
2	Crew Member	
3	Crew Member	
4	Crew Member	

Owner's Signature of Authorization: _____

Date: _____