

RFP SUBMISSION FORM

Name of RFP: **Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares**
RFP Number: **RFP SA 2620**
Closing Date/Time: **May 21, 2026 at 10:00 A.M. (EST)**

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: _____ Contact Person: _____

Title: _____
Address: _____ Telephone No: _____

FAX No: _____
Remittance Address: _____ Email: _____

Indicate Which: Corporation [] Partnership [] Sole Prop. []

Minority Owned/Controlled Bus.	Yes []	No []	Small Bus.	Yes []	No []
Women Owned/Controlled Bus.	Yes []	No []	Disabled Veteran:	Yes []	No []
If your firm is certified as any of the business types listed above, provide your certification number, the date issued and the name of the organization that issued the certification.					
Certification No.	_____	Certification Date:	_____	Issuing Organization:	_____

Organized under the laws of the State of _____

Principal place of business at _____

Parent Company if any _____

Subsidiaries or Affiliated Entities
Performing Work if any: _____

SCC: _____

FEIN: _____

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

Name

Address

SECTION II - CONFLICT OF INTERESTS

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

The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III – COLLUSION

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

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

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

Signature

Date

Name (Printed)

Title

OFFEROR MUST COMPLETE AND RETURN THIS FORM WITH ITS PROPOSAL PACKAGE

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Request For Proposals (RFP) 2620
Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares

SECTION 1 INTRODUCTION

Prince William Water is a public utility created in 1983 under the Virginia Water and Sewer Authorities Act and chartered by the Prince William Board of County Supervisors. Prince William Water is an independent body responsible for providing comprehensive water and sewer services in Prince William County. Prince William Water has approximately 98,000 customers and owns and operates wastewater treatment facilities for the eastern portion of the county.

Prince William County's population is among the most rapidly growing in the region. In addition, Prince William County's racially and ethnically diverse population makes it one of the most globally represented communities in the region. The County's work force is highly skilled and well educated, including a higher than average number of multi-lingual workers. According to one national daily newspaper, "Prince William County is at the leading edge of a diversity explosion that is currently sweeping the USA". More than half of the County's population is either African American, Hispanic, Asian or some other racial/ethnic minority background.

Prince William Water is dedicated to excellence in providing safe, reliable water service to our customers and returning clean water to the environment and is guided in all its actions by our vision and values below:

Vision:

Prince William Water is a trusted public steward and nationally recognized model for performance excellence. We reflect the diverse and vibrant community we serve and nurture diversity, equity and inclusion in relationships with our community, customers, businesses and industry colleagues. We create value for our community through our Areas of Excellence.

Values:

Prince William Water is responsible for serving the public and maintaining their trust on a daily basis. Our success is predicated on our job performance, our actions, and our behaviors. The following core values support our vision and culture:

Safety Always
Customer-First Focus
Ownership & Integrity
Respect & Inclusion
Excellence

The commitment to these values by our employees and by extension, by our service providers, suppliers and contractors, helps us to achieve organizational excellence in our delivery of water, wastewater and public services.

An important part of our procurement program involves a commitment to doing business with Small (including employment service organizations), Minority-owned, Women-owned, and Service-disabled Veteran-owned Business Enterprises (SWaM). The most competitive suppliers will have SWaM utilization plans and will support Prince William Water's supplier-diversity commitment. (Reference Attachment D)

SECTION 2 BACKGROUND INFORMATION

Prince William Water is seeking proposals from qualified sources for Fabrication and Installation Services for Fluidized Bed Incinerator (herein FBI or incinerator) Spares located at H.L. Mooney Advanced Water Reclamation Facility; to include the FBI Top Plenum; Crossover duct connecting the FBI to the Heat Exchanger Top Plenum; the Heat Exchanger Top Plenum; the crossover Expansion Joint(s); and, the Heat Exchanger. The selected Offeror shall evaluate the condition of the existing heat exchanger. As an option, Prince William Water may request the refurbishment of the existing heat exchanger.

SECTION 3 PROCUREMENT RULES AND RFP DEFINITIONS

This RFP, the resulting Proposal document and Contract Document shall be consistent with and governed by Prince William Water's Procurement and Contract Management Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Procurement and Contract Management Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Procurement and Contract Management Regulations.

- A. IMPORTANT NOTICE TO POTENTIAL OFFERORS:** Receipt of this document does not indicate that Prince William Water has pre-determined Your organization's qualifications to receive a contract or be selected for any work or project. Such determination will be made after the opening and will be based on Prince William Water's evaluation of Your Proposal Package compared to the specific requirements and qualifications contained in this RFP.
- B.** Prince William Water has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition. Prince William Water may disqualify a Proposal Package for failure to comply with any mandatory requirements.
- C.** Prince William Water has established for purposes of this RFP that the words "should" or "may" are equivalent in this RFP and indicate very desirable conditions or requirements that are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not cause rejection of a Proposal Package, but will be considered in the evaluation process.

D. ACCEPTANCE PERIOD: Unless otherwise specified in the RFP, all formal Proposals submitted shall be binding for one hundred twenty (120) calendar days following Proposal submission date, unless extended by mutual consent of all parties.

E. General RFP Definitions:

1. **Addendum:** A written or graphic instrument issued prior to the due date and time of Proposals that clarifies, corrects or changes the proposal documents.
2. **Administrative Contracting Officer (ACO) also referred to as Prince William Water Contract Administrator:** Prince William Water representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the resulting Contract Document, including price.
3. **Change Order:** A written order to the Contractor or executed by Prince William Water, issued after execution of a Contract or Purchase Order (PO), authorizing and directing an addition, deletion or revision of any nature or an adjustment in the price, schedule, quality or quantity of the Work. Any positive or negative change in the Contract constitutes a Change Order.
4. **Contract:** When used as a proper noun and capitalized the term “Contract” shall mean: The solicitation’s ensuing agreement obligating the Contractor to furnish the goods and/or services promised in exchange for payment from Prince William Water. (When used as a common noun with lower case the term “contract” shall mean: a mutually binding legal agreement between two (2) or more parties.).
5. **Contract Document(s):** Documents which establish the rights and obligations of the Contractor and Prince William Water and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Notice to Proceed, together with all written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the resulting contract.
6. **Contracting Officer Representative (COR) also referred to as Prince William Water Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under PW Water Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
7. **Contractor:** The successful Offeror with whom a contract is executed pursuant to this RFP.
8. **Contractor’s Project Manager:** The Contractor’s person responsible for the project.
9. **Day(s):** Calendar Days, unless otherwise specified.
10. **Dollar “\$”:** United States of America dollars.
11. **Key Person (Key Personnel):** As listed in Section 5.11, the designated person or persons employed by the Contractor or Subcontractor, whose individual action or inaction can impact the timely accomplishment of the Work.
12. **Notice to Proceed (or Purchase Order):** A written notice issued by the Owner to the Contractor fixing the date on which the resulting contract times will commence to run

- and on which Contractor shall start to perform the Work under the resulting Contract Documents.
13. **Offeror:** The professional entity submitting a Proposal Package to Prince William Water in response to this RFP. The term Offeror in some cases refers to the successful Offeror with whom a contract is executed pursuant to this RFP.
 14. **Prince William Water: Prince William County Service Authority**
 15. **Procurement Officer:** A delegate of the Procurement Manager.
 16. **Proposal or Proposal Package:** The complete submittal from an Offeror.
 17. **Procurement Manager:** Prince William Water person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by Prince William Water's General Manager and Board of Directors.
 18. **Responsible Offeror:** An Offeror who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
 19. **Request for Proposals (RFP):** This competitive process whereby Prince William Water is seeking competitive offers to resolve a Prince William Water need or requirement.
 20. **Selection or Evaluation Committee:** any team, committee or other group that evaluates Proposals.
 21. **Specifications:** That part of the resulting Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
 22. **Subcontractor:** An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work.
 23. **Using Division or Department:** ESWR
 24. **Work:** The entire project or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents.
 25. The terms "**in writing**" and "**written**" mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.
 26. **You, Your:** Same as Offeror.

SECTION 4 SCOPE OF WORK / PROJECT OBJECTIVES AND DELIVERABLES

4.1 Scope of Work / Project Objectives

See **Attachment A – Scope of Work** for Scope of Work and Project Objectives.

4.2 Project Deliverables

Project shall list the deliverables to be provided by the Contractor along with the associated time line and schedule which includes but is not limited to: studies, preliminary engineering reports,

design and predetermined milestones, final design, bid documents, etc. Monthly progress reports to be provided in the format as agreed to by Prince William Water, capturing at a minimum:

- A. Tasks and description.
- B. List of deliverables and baseline schedule.
- C. Status and schedule update of deliverables.
- D. Key issues requiring resolution.
- E. Identification of regulatory permit requirements and status of such permits.
- F. Name of Prince William Water and Contractor Project Managers.

4.3 Non-Exclusive Agreement

Prince William Water reserves the right to contract the services outlined in this RFP with other firms. Nothing in this RFP or the resulting agreement alters or cancels the terms and conditions or prior agreements between Prince William Water and any other firms. The selection of one (1) or more firms should not be interpreted as an exclusive or contractual obligation on the part of Prince William Water to have the selected firms perform all or any of these services. Prince William Water reserves the right to provide any of these services with its own personnel, which in its sole judgment it deems appropriate.

SECTION 5 RFP ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

5.1 Proposed Schedule

The following dates are proposed by Prince William Water; however, the dates and times may be changed as the needs of Prince William Water change. It is solely Your responsibility to stay informed on the dates and times.

- A. RFP release date – April 7, 2026
- B. Pre-Proposal conference – Non-Mandatory, April 27, 2026 at Noon (EST)
- C. Mandatory Site Visit – April 27, 2026, immediately following the Pre-Proposal Conference.
- D. Final date to receive written questions – May 1, 2026 at 12:00 NOON (EST)
- E. RFP closing date – May 21, 2026 at 10:00 A.M. (EST)
- F. Offeror interviews/presentations/demonstrations, if requested –TBD or Not Applicable
- G. Anticipated selection of Contractor (s) –TBD or Not Applicable

5.2 Delivery of Sealed Proposal Package

DELIVER ONE (1) ORIGINAL, TWO (2) COPIES, AND ONE(1) USB THUMB DRIVE OF PROPOSAL PACKAGE TO:

Prince William Water
Procurement Department
Attn: Mikyong Rodgers, Procurement Officer, Ref: RFP SA 2620
4 County Complex Court
Woodbridge, VA 22192

MARK EACH PACKAGE: RFP SA 2620 – Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares.

- A. Failure to clearly mark each Proposal Package with this information may cause Prince William Water to inadvertently open the Proposal Package before the closing date and time. If the Proposal Package is inadvertently opened due to lack of markings, Prince William Water staff shall reseal the package, and the package will be opened after the official RFP closing date and time.
- B. To be considered for selection, the complete **sealed** Proposal Package must be *Received and Accepted* in the Procurement Department prior to the closing date and time. An Offeror will not be considered for selection if its Proposal Package is received in the Procurement Department after the closing date and time regardless of when or how it was received by Prince William Water.
- C. Allow sufficient time for transportation and inspection. If You use a third-party carrier (USPS, FedEx, Airborne, UPS, etc.) ensure that the carrier is properly instructed to deliver Your Proposal Package only to the address above.
- D. Prince William Water will **NOT** consider facsimile (fax) or electronic submission of a Proposal Package.

5.3 Late Proposal Packages

- A. Prince William Water will judge any Proposal package received in the Procurement department after the closing date and time as late and Prince William Water will not open it nor consider it for selection.
- B. Upon receipt at the location specified above, Prince William Water will mark each timely received Proposal Package with the date and time of receipt. Prince William Water will safeguard Proposal Packages from unauthorized disclosure from the time of receipt, throughout the source selection process, and until selection.

- C. If Prince William Water declares administrative or liberal leave, all scheduled closing dates for that day will be extended until the next business day.

5.4 Pre-Proposal Conference and Site Visit – Non-Mandatory

Date and Time: April 27, 2026 at Noon. (EST)

Prince William Water will hold a **non-mandatory Pre-Proposal Conference** on April 27, 2026, at Noon at the following location.

Locations: H.L. Mooney Advanced Water Reclamation Facility located at 1851 Rippon Boulevard, Woodbridge, VA 22191 in the first floor of the Durward E. Grubbs, Jr. Building.

While attendance is not mandatory, prospective Offerors are strongly encouraged to attend. Those Offerors planning to attend should inform Prince William Water Procurement Department, via email at saprocurement@pwwater.org with the following information: vendor name, business address and contact person.

Mandatory Site Visit: Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at the Site Visit will be a **prerequisite for submitting a proposal**. Proposals will only be accepted from those Offerors who are represented at the Site Visit. Attendance at the Site Visit will be evidenced by the representative's signature on the attendance roster.

Prince William Water will provide a Site Visit to potential offerors immediately following the Pre-proposal Conference at the location listed below.

Locations: H.L. Mooney Advanced Water Reclamation Facility located at 1851 Rippon Boulevard, Woodbridge, VA 22191 in the first floor of the Durward E. Grubbs, Jr. Building.

5.5 Questions Concerning RFP

- A. Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information in regard to any portion of this RFP or the selection process, should be made in writing (e-mail is acceptable) and sent to the below named individual who will be the point of contact for this RFP.
- B. Questions should be submitted by the following deadline: **May 1, 2026, at 12:00 NOON (EST).**
- C. Mark subject line or cover page: **“Questions on RFP SA 2620, Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares.”**

D. RFP Point of Contact for Questions:

Mikyong Rodgers, Procurement Officer, Ref: RFP SA 2620

E-mail: saprocurement@pwwater.org

All questions must be received in writing.

- E.** Failure by an Offeror to ask questions, request changes, or submit objections by the date indicated above shall constitute the Offeror's acceptance of all of the terms, conditions and requirements set forth in this RFP.
- F.** No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an Addendum to this RFP by Prince William Water.

5.6 Offeror's Representative

If You intend to respond to this RFP, You may provide the name, mailing address, telephone number, and e-mail address of Your liaison person to the point of contact in order for Prince William Water to ensure that You receive any communications regarding this RFP. You should submit this information via email at saprocurement@pwwater.org.

5.7 Offeror's Responsibility / Clarification and Addenda

A. By submitting a Proposal Package, You represent:

1. You have read and understand this RFP, and;
2. Your Proposal Package is made in accordance with the requirements of this RFP, and;
3. You are familiar with the local conditions under which the proposed services must be performed.
4. You will not make any claim for or have the right to cancellation of or relief from the resulting contract because of any misunderstanding or lack of information.

B. The issuance of a written Addendum by Prince William Water's Procurement Department is the only official method by which interpretation, clarification or additional information can be given. Prince William Water will not be responsible for any oral representation given by any employees, representatives, or agents.

C. If Prince William Water revises (amends) this RFP, Prince William Water's Procurement Department will post a notice on the Prince William Water Internet site: [Solicitations | Prince William Water](#) You should acknowledge each Addendum in Your Proposal Package. Failure to acknowledge each Addendum may prevent Your Proposal Package from being considered for selection. It is solely Your responsibility as an Offeror to ensure that You have received all addenda and incorporated the changes into Your Proposal before submitting Your Proposal package.

5.8 Restricted Discussions

- A. From the date of issuance of the RFP until final contract selection, You are prohibited from discussing the RFP or any part thereof with any employee, agent, or representative of Prince William Water except as expressly authorized by Prince William Water's Procurement Officer. Prince William Water may reject Your Proposal package for violation of this restriction.
- B. Any negotiation, decision, or action initiated or executed by You as a result of any oral or written discussions with any Prince William Water employee or agent, except as authorized by the Procurement Department, is void and will not be binding upon Prince William Water. You shall only consider those communications that are in writing from the Procurement Department issued through addenda.

5.9 Proposal Correction or Withdrawal

No proposal may be withdrawn after opening unless the proposal is the subject of a clerical error as defined in Section 2.2-4330 (A) of the Code of Virginia. Offerors shall give notice, in writing, of their request to withdraw their proposal within two (2) business days after the opening of the proposal.

5.10 No Obligation to Make Selection

Prince William Water is not obligated to make any selection or award as a result of this RFP. Prince William Water has the sole discretion and reserves the right to cancel this RFP, and to reject any and all Proposal Packages, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in Prince William Water's best interests to do so.

5.11 Minimum Offeror Requirements

- A. To be considered for selection, an Offeror shall meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in a negative evaluation rating.
- B. Qualification requirements for the Contract shall include the following:
 - 1. The Procurement Officer and/or the Selection Committee will determine responsibility based upon the following factors:
 - a) *Experience*: determined by examining internal and readily available public files, which indicate how the Offeror performed in the past;
 - b) *Integrity, Perseverance, and Reliability*: determined by conducting an in-depth evaluation of the management of the Offeror's organization, the organization's

- philosophies, ethics standards and policies, reputation in the industry, and the organization's quality control programs;
- c) *Capacity, Facilities, and Equipment*: determined by information submitted by the Offeror and/or by plant or facility visits, if judged appropriate;
 - d) *Financial Capacity*: determined by an investigation of the Offeror's financial statements, readily available public files, and/or credit reports as well as bonding capabilities; and,
 - e) *Eligibility*: determined by whether the Offeror is qualified and eligible to be selected under applicable laws and regulations or not.
2. The Procurement Officer may request additional information, other than that already in the Proposal Package, or may request additional or clarifying information to determine the Offeror's responsibility under this section. If the Offeror fails to supply the information requested within the time required, the Procurement Officer shall make the determination of responsibility or non-responsibility based solely upon available information. If the available information is insufficient to make a determination of responsibility, the Procurement Officer shall determine the Offeror to be non-responsible. If Your organization is listed as an exclusion record in the federal System for Award Management (SAM) <https://www.sam.gov/> at the time of the RFP closing date or becomes an exclusion record at any time prior to award, the Procurement Manager shall immediately determine Your organization as non-responsible.

5.12 Offeror's Key Personnel

- A. Prince William Water will be making its decisions on selecting the best qualified Offeror(s) based upon the information submitted in the Offeror's Proposal Package. This includes the resume and experience of the Offeror's Key Personnel. By submitting a Proposal Package, You are representing that each person listed or referenced in Your Proposal Package will be available to perform the services described by Prince William Water, barring illness, accident, or other unforeseeable events of a similar nature in which case You must promptly provide a qualified replacement.
- B. The Procurement Officer and the Contracting Officer Representative (COR) have the right to review and approve or disapprove the Proposal of any Key Person or persons assigned to a requirement prior to the person beginning the performance of the Work. If the Procurement Officer considers the Proposal of the assigned person to be inadequate, the Procurement Officer may request further documentation of the person's qualifications, or may request that another qualified person be assigned, also pending the Procurement Officer's approval.

5.13 Anticipated Selection Process

- A. Initial Evaluation Process:

1. The Procurement Officer will provide a copy of each Proposal to the Selection Committee members for their evaluations.
2. The Selection Committee members will evaluate each Proposal in accordance with the Evaluation Criteria.
3. In addition to the materials provided by the Offeror, the Selection Committee may utilize site visits and/or may request and evaluate additional material, information, and/or references from other sources.
4. The Procurement Officer may invite any Offeror(s) to make an in-person (oral) presentation and/or demonstration to the Selection Committee. The Procurement Officer may require that specific individuals identified in the Proposal Package participate in the oral presentation and/or demonstration.
5. The Procurement Officer may request written clarifications from any Offeror to clarify any ambiguity and/or minor irregularity.
6. The Selection Committee members will evaluate and score all Proposals.
7. The score will be provided to the Procurement Officer.

B. Price Proposal Evaluation:

1. Sometime after the closing date and time the Procurement Officer will open the price Proposals for all Offerors. Only the Procurement Officer and the authorized Prince William Water personnel will see the price Proposals at that time.
2. Price Reasonableness and Price Realism Reviews:
 - a) The Procurement Officer will have all price Proposals analyzed against Prince William Water's initial price estimate for price reasonableness (price too high) and price realism (price too low);
 - b) The Procurement Officer may have additional confidential price analysis(s) conducted on any price Proposal;
 - c) If based upon the price analysis, the Procurement Officer determines that the price proposed appears unreasonable or unrealistic the Procurement Officer will request that the Offeror submit documentation justifying the price. If the Procurement Officer continues to question the reasonableness or realism of the price proposed, the Procurement Officer may only award a percentage of the calculated price points to the Proposal.
3. The Procurement Officer will apply a scoring formula to determine the price points for each Proposal.
4. The Procurement Officer will sum the initial evaluation score and computed price points for each Proposal to determine the total initial evaluated score of each Proposal.
5. Based upon the total initial evaluated scores, the Procurement Officer will determine which Proposals will be considered in the competitive range. The competitive range shall include all Proposals that have a reasonable chance of being selected for award.
6. After the Procurement Officer establishes the competitive range, the Procurement Officer may provide the Selection Committee members with information on the price Proposals.

7. The Procurement Officer will notify, in writing, an Offeror(s) at the earliest practicable time when its Proposal is no longer being considered for award.

C. Evaluation of Competitive Range Proposals:

1. The Procurement Officer may invite any Offeror(s) in the competitive range to make an in-person (oral) presentation and/or demonstration to the Selection Committee. The Procurement Officer may require that specific individuals identified in the Proposal participate in the oral presentation and/or demonstration.
2. The Procurement Officer may provide a list of individual, Proposal-specific questions to be discussed at the oral presentation and/or demonstration to the invited Offeror(s).
3. During and after the in-person presentation and/or demonstration, the Selection Committee may ask questions and the Offeror's team shall provide answers.
4. The Selection Committee will evaluate and weigh the oral presentation and/or demonstration and responses in accordance with the criteria for each Offeror that makes an oral presentation and/or demonstration to the Selection Committee.
5. After the oral presentation and/or demonstration, the Selection Committee may request that the Procurement Officer require an Offeror to cure any noted technical deficiencies/discrepancies, provide additional information, and/or perform another oral presentation and/or demonstration to the Selection Committee. If the Offeror does not promptly comply with the Procurement Officer's requirements, the Procurement Officer will remove the Proposal from the competitive range and it will not be considered for award.
6. Based upon the total evaluated scores after the in-person presentation and/or demonstration, the Procurement Officer will determine the final score of the Offerors.

D. Negotiations:

1. The Procurement Officer will invite the highest scored Offerors for negotiations. Prince William Water reserves the right to negotiate any and all elements, except legal requirements, of any Proposal received.

E. Best and Final Offers:

1. At any time prior to requesting for Best and Final Offers, the Procurement Officer may request additional information, samples, or other evidence of the Offeror's performance capabilities from any Offeror in the competitive range in order to better understand and evaluate the Offeror's Proposal.
2. At any point during the evaluation process, the Procurement Officer may request a written Best and Final Offer from all Offerors that have a reasonable chance to be selected for award. This is the only time an Offeror will be provided with the opportunity to make revisions to its Proposal, including its price Proposal, to improve its offer to Prince William Water.

3. To be considered for award, a complete written and signed final offer must be received in the Procurement Department's office by the time specified in the request for Best and Final Offers.

F. Award:

1. If Prince William Water makes an award(s), the award(s) will be made to the responsible Offeror(s) whose offer is most advantageous to Prince William Water, based upon the evaluation process specified in the selection process, results of the negotiations, and the final offer by the Offeror. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide Prince William Water in making an intelligent award decision based upon Prince William Water's requirements and the best value Proposal(s)/offer(s) received.
2. Award Notices will be posted online at the following address: [Solicitations | Prince William Water](#)

5.14 Evaluation Criteria

- A.** The Selection Committee will base the initial and final evaluation on the following criteria:

Evaluation Criteria	Maximum Points per Evaluation Criteria
Staffing Plan and Experience of Key Personnel (Refer to Section 6.4, Tab 2, A)	20
Qualifications and Experience of the Firm in the Public Utilities Sector (Refer to Section 6.4, Tab 2, B)	25
Availability of the Firm (Refer to Section 6.4, Tab 2, C)	20
Approach to Project Execution and Project Schedule (Refer to Section 6.4, Tab 2, D)	25
Proposed Price (Refer to Section 6.4, Tab 2, E)	10
Maximum Evaluation Points	100

5.15 Minor Irregularities

Prince William Water reserves the right to waive minor irregularities in submitted Proposal Packages if such action is in the best interest of Prince William Water. A minor irregularity is

defined as an issue that does not have an adverse effect on Prince William Water's best interests, and will not affect the outcome of the selection process by giving any Offeror an advantage or benefit not enjoyed by other Offerors.

5.16 Incurred Expenses

This RFP does not commit Prince William Water to select an Offeror nor will Prince William Water be responsible for any cost or expense which may be incurred by any Offeror in preparing and submitting a Proposal Package. By submitting a Proposal Package, You agree that Prince William Water bears no responsibility or obligation for any of Your costs associated with the preparation of Your Proposal Package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this RFP process.

5.17 Exceptions

If You take exception to any requirements in this RFP, including any contract terms in Attachment G Contract Agreement You shall clearly identify the item(s) that exception is taken to, succinctly state the reason for the exception, and include these item(s) in Your Proposal Package in Tab 7. Exceptions and Other Information.

5.18 Pre-Award Submittals

- A. Within ten (10) calendar days after Prince William Water provides written notification of selection, the Offeror shall furnish the below deliverables to the Procurement Officer.
 1. Required Pre-award Submittals:
 - a) Insurance certificate(s);
 - b) Copies of Commonwealth required licenses and/or certifications.
 2. If a selected Offeror fails to furnish the required submittals within the required time frame, Prince William Water may withdraw the selection from the Offeror and begin negotiations with the next ranked Offeror.

5.19 Conflict of Interest Disclosure

- A. This RFP is subject to the provisions of §2.2-3100, et seq. No member of the Board of Directors, or any employee of Prince William Water, or the spouse or any other relative who reside in the same household as any of the foregoing, may be a Contractor or Subcontractor in connection with any bid, or have a personal interest therein.
- B. Each Offeror shall complete and sign the specified section of the RFP Cover Page dealing with conflicts of interest.

- C. Each proposed Subcontractor shall also complete the attached **Form C – Subcontractor No-Conflict of Interest Form**.

5.20 Contract Type

Prince William Water will be issuing a firm fixed price Contract to establish terms and conditions, and pricing for work to be performed.

5.21 Term of Contract

The term of the Contract issued from this RFP shall be from the date of award to the completion of the Work.

5.22 Limited Confidentiality of Information

- A. Except as provided in the Virginia Public Procurement Act, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- B. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to inspection.
- C. Trade secrets or proprietary information submitted by an Offeror in connection with this RFP shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the Offeror shall (i) invoke the protections of this section of the RFP and Virginia Code Section 2.2-4342.F prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. An Offeror shall not designate as trade secrets or proprietary information (a) the entire Proposal; (b) any portion of the Proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total Proposal prices. (Reference Form G) Upon termination or completion of services, at either Party's request, the receiving party will promptly return or destroy any confidential information of the other Party and, in the case of destruction, provide proof of the same.
- D. All material submitted becomes the property of Prince William Water and may be returned only at Prince William Water's option.

5.23 Competency of Offeror

- A. As part of its evaluation process, Prince William Water may make investigations to determine Your abilities to perform under this RFP. Such investigations may include requests for information such as Dun & Bradstreet reports, financial statements, bank, project or other references, information regarding other work under contract and the

bonding of Subcontractors where applicable. Prince William Water reserves the right to REJECT Your Proposal Package if You fail to satisfy Prince William Water that You are properly qualified to carry out the obligations under this RFP.

- B. Prince William Water will not consider a Proposal Package or select a contract to any person, company or corporation that is in arrears, or is in default to Prince William Water upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to Prince William Water. The Offeror, if requested, must present within forty-eight (48) hours evidence satisfactory to the Procurement Officer of performance ability, and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these Specifications and Contract Documents.

5.24 Protest

- A. Any Offeror or Offerors may protest the award of, or the decision to award, a contract to any other Offeror or Offerors in accordance with in accordance with §2.2-4364 of the Code of Virginia, by submitting a written protest to the Procurement Manager at the address at the beginning of this RFP, within ten (10) days after the award of the contract or the decision to award a contract is made, whichever occurs first.
- B. Any protest shall state in detail the basis therefore, and the specific relief requested.
- C. Written Submission:
 - 1. The protester shall present its protest in a concise and logical written format to facilitate review. Failure to substantially comply with any of the requirements of this subsection may be grounds for dismissal of the protest.
 - 2. The protest shall include at least the following information:
 - a) Name, address, email address, and fax and telephone numbers of the protester;
 - b) Solicitation number;
 - c) Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
 - d) Copies of supporting documents, if any;
 - e) Statement of relief requested;
 - f) All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision; and,
 - g) All information establishing the timeliness of the protest.
- D. The Director of Management and Budget shall decide all protests within ten (10) Days of receipt and shall issue a written finding. This decision shall be final unless the protester institutes legal action in accordance with §2.2-4364 of the Code of Virginia.

5.25 Contract Security

Within ten (10) calendar days after Prince William Water provides written notification of selection, the Offeror shall furnish performance and payments bonds to the Procurement Officer. Surety companies executing bonds must appear on the United States Treasury Department's most current list (Circular 570) and be authorized to transact business in the State of Virginia.

A Performance Bond and Payment Bond, each in the amount of 100 percent of the total project price will be required. The bonds will be required for the faithful performance of the Contract and must be issued by a surety company authorized to transact business in the Commonwealth of Virginia as surety and acceptable to Prince William Water.

Attorneys-in-fact who sign bonds must file a certified and effective dated copy of their Power of Attorney with each bond.

SECTION 6 SUBMITTAL REQUIREMENTS

6.1 Submittal Requirements

Firms, organizations, or individuals (hereafter "Offerors") interested in submitting a Proposal Package (offer) in response to this RFP should submit one (1) original, marked "ORIGINAL," and two (2) copies, each marked "COPY" and one (1) USB Thumb Drive of their Proposal Package for review and evaluation by Prince William Water. Prince William Water will consider Your failure to follow these instructions during the evaluation process.

6.2 Economy of Presentation

You should prepare Your Proposal Package simply and economically, providing a straightforward, concise description of Your solution and capabilities to satisfy the conditions and requirements of this RFP. Prince William Water does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances Prince William Water's understanding of Your offer. Your emphasis should be on completeness and clarity of content.

6.3 Proposal Package Guidelines

- A.** To facilitate analysis of Your Proposal Package, You should prepare Your Proposal Package in accordance with the instructions outlined in this section. Prince William Water will consider Your failure to follow these instructions during the evaluation process.
- B.** Prince William Water emphasizes that You should concentrate on accuracy, completeness, and clarity of content. Do not assume that You will have any opportunity to make a presentation or explain any item or detail.
- C. Cross Referencing:** To the greatest extent possible, You should compose each section on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the Proposal Package. Unless otherwise clearly noted in a

section, the Selection Committee will assume that information requested for Proposal Package evaluation which is not found in its designated section has not been included in the Proposal Package.

D. Indexing: You should include a table of contents to delineate the topics and subsections for each Tab with more than five (5) pages.

E. Glossary of Definitions, Abbreviations and Acronyms:

1. You should include a glossary of all key words or phrases that if misinterpreted by Prince William Water would impact the success of this project.
2. You should identify and spell out any abbreviation or acronym used, with an explanation for each.
3. Glossaries do not count against the page limitations for their respective sections.

F. Page Size and Format:

1. A “page” is defined as all information that can be legibly printed within one piece of 8.5 x 11-inch piece of paper in accordance with the requirements 2-6 below:
2. Text should be single-spaced;
3. Text should be left justified;
4. Text should be printed in a “portrait” layout;
5. The text size should be not less than 11 point or more than 14 point;
6. Margins should be one (1) inch on all four (4) sides;
7. Pages should be numbered sequentially by Tab and Section; and,
8. Printed materials should be duplexed / double-sided printing on sustainable materials as long as it does not prevent a reader from clearly understanding the Proposal Package.

G. You should submit legible tables, charts, graphs, figures, and pictures wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays should be uncomplicated, legible and should be printed on 8.5 x 11 inch paper.

H. Binding and Labeling:

1. You should submit the original paper Proposal Package in a three-ring loose leaf binder(s), with section tabs, which should permit the Proposal Package to lie flat when opened.
2. You should not staple pages together.
3. You should include a cover sheet in each binder, clearly marked with RFP SA 2620, Fabrication and Installation Services for FBI Spares and the Offeror's name. You should place the same identifying on the spine of each binder.

I. Proposal Package:

1. You shall provide one (1) original and two (2) copies of the Proposal Package for this RFP in the required paper format described above with all the original signatures in a pen ink color other than black. Digital or electronic signatures are not acceptable.
2. You should submit one (1) complete copy of the entire Proposal Package on USB Thumb Drive.
3. You should include on the USB Thumb Drive in addition to all of the required Proposal Package submittal information, a text “INDEX” file that lists all files on the USB Thumb Drive with the complete file name (filename plus extension) and a concise written description of what is included in the file.
 - a) You should submit all text files in the PDF format.
 - b) You should submit spreadsheets in a Microsoft Excel format.
 - c) You should scan and submit manufacturers’ specifications pages in the PDF format, or, in an HTML format.
 - d) You should submit pictures, photos, and/or drawings in JPG, BMP or GIF formats.
 - e) You should clearly print: “RFP SA2620, Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares ” and the Offeror’s name directly on the top surface of each USB Thumb Drive with an indelible marker.
 - f) Electronic or facsimile (FAX) submission of Proposal Packages is not permitted for this RFP.

6.4 Proposal Package Sections

You should organize Your Proposal Package into the following major sections:

Tab 1 – Introduction, Profile & Required Information

- A. RFP Cover Page and RFP Submission Form.** The RFP cover page and RFP Submission Form, completed and signed.
- B. Statement of Interest (not more than one page).** To be submitted on letterhead expressing why You are interested in this project.
- C. Understanding of Services to be Provided (not more than 3 pages).** State in Your own terms what You think this solicitation is about. Succinctly, describe Your understanding of Prince William Water’s challenge. Succinctly, describe in Your own terms what You think are Prince William Water’s anticipated outcomes.
- D. SWaM Subcontracting Plan:** Consultants are encouraged to offer subcontracting opportunities to SWaM businesses to the greatest extent possible. If applicable, please provide a subcontracting plan with SWaM (Small, Women-owned, Minority-Owned and Service-Disabled Veteran-Owned Enterprises). (Reference Form D)

- E. **Service Delivery Plan.** Describe succinctly how You plan to accomplish each of the objectives of these services.
- F. **Firm Profile / Firm History (not more than 3 pages).** Submit a brief profile of the firm describing its history, capabilities and recent successes.
- G. **Negotiation Team.** List the full names and functional titles of each person that will be part of Your negotiation team.
- H. **Acknowledgement of Addenda,** (if any).
- I. **Licenses & Permits If Applicable.** Documentation showing any licenses and/or permits required and applicable to this requirement. Virginia licenses are required for all key staff; Professional Engineer (PE) and Land Surveyor (LS) from prime and Subcontractor.

Tab 2 – Evaluation Criteria

A. **Staffing Plan and Experience of Key Personnel:**

1. Provide a staffing plan and list the full names and functional titles of all Key Personnel that will be part of the project. Describe the role each will perform in successfully accomplishing this project. (Reference Tab 1. D and Form D, SWaM Subcontracting Plan)
2. Program / Project Manager. List the full name, business address, office telephone, cell phone, and pager numbers and e-mail address of the individual that will act as the program / project manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - a) Years of experience within the area of specialty;
 - b) Length of and type of service with firm; and,
 - c) Education and formal training, including copies of any pertinent and required licenses / certifications.
3. Provide resumes of all other Key Personnel on the project team.

B. **Qualifications and Experience of the Firm in the Public Utilities Sector:** Include example projects which best illustrate the team's qualifications for this requirement.

1. Example Projects: Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this solicitation. Submit the following minimum information for each project. Present at least 5 projects.
 - a) Title and location of project.
 - b) Year Completed. Enter the year completed of the professional services. If any of the services are not complete, leave blank and indicate the status in Brief Description of Project and Relevance to this Project below.

- c) Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
 - d) Point of Contact: Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance. List telephone number and e-mail.
 - e) Brief Description of Project and Relevance to this Project. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this project.
 - f) List which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles.
2. **Outside Professionals.** List the name, full mailing address, telephone numbers, e-mail, web address, and contractual relationship with the Offeror of all outside professionals (not directly employed by the proposing firm), Contractors, or Subcontractors that will be part of the project. Describe the role each will perform in successfully accomplishing this project.
 3. Include a proposed Project Organization Chart for all personnel, Subcontractors, and outside personnel to be used on this project.
 4. Prince William Water reserves the right to conduct or have conducted background checks (professional, criminal, financial) on any person or organization proposed for this project).
 5. **Provide the organization's diversity policies and/or plans. Information may include EEO Reports, minority owned business information, or other diversity plans or practices. Please include any progress and results.**
- C. **Availability of the Firm:** Provide the firms current and anticipated workload and available resources during the course of this requirement.
- D. **Approach to Project Execution and Project Schedule:** Provide detailed information summarizing your approach to the project including:
1. Schedule for all parts of the Scope of Work (Attachment A). The schedule shall be in the form of a Gantt chart to account for site visit, design, fabrication, installation and testing of all ductwork. The preferred maximum time from award to installation is one (1) year. The schedule shall show all dependencies, critical path and task responsibilities. The schedule shall include all scope elements included in this section.
 2. Project Execution Plan
 - i. A narrative that discusses approach to the Scope of Work (Attachment A) *on a point by point basis* linked to each paragraph and subparagraph in the Scope or Work.

- ii. Explanation as to how the firm will address each point in the Scope of Work.
 - iii. Clear references and linkages to the Schedule.
3. Installation Plan Outline. The Installation Plan Outline shall at a minimum discuss:
- i. Project coordination
 - ii. Mobilization and laydown area
 - iii. Sequence of disassembly
 - iv. Risk mitigation
 - v. Tools and equipment
 - vi. Staffing
 - vii. Crane lifting plan and staff safety certificates
 - viii. Sequence of installation
 - ix. Leak testing
4. Discussion of potential impacts to Plant operations to include incinerator downtime and how these impacts will be mitigated.
5. Discussion of submittals
- i. Draft submittal list covering all elements of Scope of Work
 - ii. Submittal review process
6. Mobilization and Demobilization
7. Testing Plan Outline

Firms are strongly encouraged to provide sufficient detail in this section such that Prince William Water has a clear understanding of your understanding of and approach to this Project.

E. Proposed Price

The Offeror shall submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. Reference Attachment B, Pricing Schedule.

Tab 3 – Proof of Insurability

Provide either a completed Accord form or a signed letter from Your insurance agency on its letterhead stating that You have or can get the required insurance coverage. See Attachment C – Required Insurance Limits for minimum requirements.

Tab 4 – References

- A. Provide at least five (5) recent references where the proposed product /service has been successfully used within the past five (5) years. Please use the attached **Form A – Offeror Reference Form**.
- B. Prince William Water cannot be used as a reference, however all past performance with Prince William Water will be considered during the evaluation process.

Tab 5 – Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous five (5) years where a court or administrative agency has ruled for or against You or Your organization in any matter related to You or Your organization’s professional activities.

Tab 6 – Subcontractors

- A. Provide a list of any proposed Subcontractors that You may use on this project. Provide the same information required in Tab 1 Sections E and F, Tab 2 Section A, and complete Tabs 3, 4, 5, and 6 for each Subcontractor.
- B. Include a completed Subcontractor Reference Form for each Subcontractor proposed. Please use the attached **Form B – Subcontractor Reference Form**.
- C. Include a completed Subcontractor No Conflict of Interest Form for each proposed Subcontractor. Please use the attached **Form C – Subcontractor No-Conflict of Interest Form**.

Tab 7 – Exceptions and Other Information

- A. Describe any exceptions You take with the requirements of this RFP.
- B. Provide any information that will provide insight to Prince William Water about Your qualifications, fitness and abilities. This information should be succinct.

Tab 8 – Financial Stability

Please note that the information requested under this Tab is not a requirement at the time of Proposal submission. You may note under this Tab that the information will be provided upon request.

You shall certify and provide a statement that You are financially stable and have the necessary resources, human and financial, to provide the services at the level required by Prince William Water. You should attach a copy of Your latest audited financial statement and Your latest Dun & Bradstreet (D & B) report. If You do not have an audited financial statement, provide Your latest financial statements and Your latest Dun & Bradstreet (D & B) report. Prince William Water

reserves the right to use a third-party to verify financial information provided in any Proposal Package.

You shall be prepared to supply Your latest financial statement upon request, preferably a certified audit; however, Prince William Water will accept a third party prepared financial statement and the latest Dun & Bradstreet (D & B) report.

SECTION 7 INSURANCE REQUIREMENTS

- A.** Each Offeror shall include in its Proposal Package proof of insurance capabilities, including but not limited to, the following requirements: *(Coverage must be purchased and in place prior to a purchase order or contract being executed by Prince William Water.)*
- B.** The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to Prince William Water.
- C.** The Contractor shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated in the solicitation. Proposal Packages must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.
- D.** 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.
- E.** The Contractor shall, during the continuance of all Work under the Contract provide and agree to maintain the following:
 - 1. Worker's Compensation and employer's liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2. General liability insurance in the amount prescribed by Prince William Water, to protect the Contractor, its Subcontractors, and the interest of Prince William Water, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted Work. The general liability insurance shall also include the "Broad Form General Liability Endorsement", in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability coverage shall continue in force for one (1) year after completion of Work.

3. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted Work, will be insured under either a standard automobile liability policy, or a commercial general liability policy.
- F.** Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
 - G.** The Contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A-:VII.
 - H.** The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Procurement Manager before any work is started.
 - I.** The Contractor will secure and maintain all insurance policies of its Subcontractors which shall be made available to Prince William Water on demand.
 - J.** The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) Days of demand by Prince William Water. These certified copies will be sent to Prince William Water from the Contractor's insurance agent or representative.
 - K.** No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) Day written notice to the Procurement Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Procurement Manager.
 - L.** Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the Contract term, Prince William Water shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to Prince William Water for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
 - M.** Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this section or under any other section or provisions of the Contract.

- N. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude Prince William Water from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractors.
- O. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and Prince William Water. The Contractor shall be as fully responsible to Prince William Water for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- P. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- Q. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- R. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Procurement Manager, may be considered.
- S. Prince William Water shall be named additional insured in the general liability policies and stated so on the certificate of insurance.
- T. Coverages and Limits – For specific Coverages and Limits required for this project, see **Attachment C Required Insurance Limits.**

SECTION 8 FORMS

Included on the subsequent pages are the following forms:

Form A – Offeror Reference Form

Form B – Subcontractor Reference Form

Form C – Subcontractor No Conflict of Interest Form

Form D – SWaM Subcontracting Plan

Form E - Proposal Package Checklist

Form F – State Corporation Commission Form

Form G – Proprietary Information

Form A – Offeror Reference Form

(Prince William Water cannot be used as a reference.)

The Offeror shall be a competent and experienced organization with an established reputation within the community performing the type of work required for this contract. The Offeror shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of at least five (5) recent projects completed by Your firm that can substantiate past work performance and experience in the type of work required for this contract. Prince William Water may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to Prince William Water all such information and data for this purpose as Prince William Water may request.

1. Firm Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed: _____

2. Firm Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed: _____

3. Firm Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed: _____

4. Firm Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed: _____

5. Firm Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed: _____

Form B – Subcontractor Reference Form

(Submit a separate reference form for each proposed Subcontractor)

Prince William Water reserves the right to reject offers from any firm not meeting the minimum qualifications. If any proposed Subcontractor's experience is not deemed acceptable to Prince William Water, Prince William Water shall inform the Contractor and the Contractor must identify an acceptable substitute prior to award without effecting the prices proposed. Subcontractor shall be a competent and experienced firm with an established reputation within the community. Each Subcontractor shall have performed similar work for a minimum period of **five (5)** years. Furnish a representative list of at least three (3) projects.

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT NAME: _____

DESCRIPTION OF ITEM(S) TO BE SUBCONTRACTED: _____

1. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

2. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

3. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

Form C – Subcontractor No-Conflict of Interest Form

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the firm of
(*Firm Name*) _____ whose address is
_____, and that I
possess the legal authority to make this affidavit on behalf of myself and the firm for which I am
acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this
project; and,
3. This Proposal Package is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a Proposal Package for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 201_

Personally Known _____
or Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL
PACKAGE FOR EACH PROPOSED SUBCONTRACTOR**

Form D - SWaM Subcontracting Plan

In reference to Section 1 and Attachment D in the solicitation, the Bidder/Offeror should provide its SWaM Subcontracting Plan by completing the following:

Bidder/Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: **I plan to use SWaM certified Subcontractors.**
 I am a certified SWaM business and plan to complete all work.
 I am not a certified SWaM business and I have no plan to use SWaM certified Subcontractors.

Instructions

- A. If you are a certified SWaM business, complete only Section A of this form.
- B. If you are not a certified SWaM business, complete Section B of this form.
- C. If you are not a certified SWaM business and do not have a plan to use certified SWaM subcontractors, please provide your subcontractors' information by completing Form B.

Section A

If your firm is certified SWaM business provide your certification number and name of the certifying organization and the date of certification.

Certification number: _____ Certification Date: _____

Name of Certifying Origination: _____

Section B

If the "I plan to use certified SWaM subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of certified SWaM businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified SWaM businesses include but are not limited to certified women-owned and minority-owned businesses and businesses with service-disabled veteran-owned status that have a SWaM business certification.

B. Plans for Utilization of SWaM for this Procurement

Subcontract #1

Company Name: _____ SWaM Cert #: _____

Contact Name: _____ SWaM Certification: _____

Certifying Organization: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #2

Company Name: _____ SWaM Cert #: _____

Contact Name: _____ SWaM Certification: _____

Certifying Organization: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #3

Company Name: _____ SWaM Cert #: _____

Contact Name: _____ SWaM Certification: _____

Certifying Organization: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #4

Company Name: _____ SWaM Cert #: _____

Contact Name: _____ SWaM Certification: _____

Certifying Organization: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Form E – Proposal Package Checklist

Before submitting Your Proposal Package, review the submittal requirements and ensure each section is included. Failure to include the required materials may preclude the Selection Committee from considering Your Proposal Package.

RFP Reference	Description	N/A (x)	✓	By (initial)	<i>PWW</i> <i>Use</i>
Sect. 5.2	Delivery of Proposal Package				
Sect. 6.3 E	Glossary of Definitions, Abbreviations and Acronyms				
Sect. 6.3 H	Binding and Labeling				
Sect. 6.4 Tab 1 Sec A	RFP Cover Page and RFP Submission Form				
Sect. 6.4 Tab 1 Sec B	Statement of Interest				
Sect. 6.4 Tab 1 Sec C	Understanding of Services to be Provided				
Sect. 6.4 Tab 1 Sec D	SWaM Subcontracting Plan				
Sect. 6.4 Tab 1 Sec E	Service Delivery Plan.				
Sect. 6.4 Tab 1 Sec F	Firm Profile/Firm History				
Sect. 6.4 Tab 1 Sec G	Negotiation Team				
Sect. 6.4 Tab 1 Sec H	Acknowledgement of Addenda				
Sect. 6.4 Tab 1 Sec I	Licenses & Permits				
Sect. 6.4 Tab 2 Sec A	Staffing Plan and Experience of Key Personnel				
Sect. 6.4 Tab 2 Sec B	Qualifications and Experience of the Firm in the Public Utilities Sector				
Sect. 6.4 Tab 2 Sec C	Availability of the Firm				
Sect. 6.4 Tab 2 Sec D	Approach to Project Execution and Project Schedule				
Sect. 6.4 Tab 2 Sec E	Proposed Price				
Sect. 6.4 Tab 3 & Attachment C	Proof of Insurability				
Sect. 6.4 Tab 4	References				
Sect. 6.4 Tab 5	Litigation				
Sect. 6.4 Tab 6	Subcontractors				
Sect. 6.4 Tab 7	Exceptions and Other Information				
Sect. 6.4 Tab 8	Financial Stability				
Form A	Offeror Reference Form				
Form B	Subcontractor Reference Form				
Form C	Subcontractor No-Conflict of Interest Form				
Form D	SWaM Subcontracting Plan				
Form E	Proposal Package Checklist				
Form F	State Corporation Commission (SCC) Form				
Form G	Proprietary Information				

Form F-State Corporation Commission Form

Under Section 4.6 of the General Provisions of Contract Agreement, the Bidder/Offeror agrees, if this bid is accepted by the Prince William Water, for such services and/or items, that the Bidder/Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder/Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for termination by the Prince William Water.

Bidders/Offerors shall complete the following by checking the appropriate line that applies and provide the required information. Bidders/Offerors:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

is pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for bids/proposals. (*Prince William Water reserves the right to determine in its sole discretion whether to allow such waiver.*)

Legal Name of Company (as listed on W-9)

Legal Name of Bidder /Offeror

Date

Authorized Signature

Print or Type Name and Title

Form G-Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal may be rejected.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

RETURN THIS PAGE, IF APPLICABLE

ATTACHMENT A SCOPE OF WORK

The Contractor shall provide all equipment, supervision, personnel and any other services necessary to perform the Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares located at H.L. Mooney Advanced Water Reclamation Facility in accordance with Scope of Work, and terms and conditions set forth in the Contract document.

A. Refractory Lined Ductwork

The Contractor shall:

1. Fabricate one complete set of the fluidized bed incinerator (herein FBI or incinerator) refractory lined ductwork, which includes the FBI top plenum; crossover duct connecting the FBI top plenum to the heat exchanger top plenum; the heat exchanger top plenum; the crossover expansion joints; and, (refer to Exhibit A-1).
2. Review existing drawings and specifications.
3. The following additional documents are provided for fabrication:
 - a. Exhibit A-2: Excerpt form Original FBI Specification
 - b. Exhibit A-3: Heat and Mass Balance
 - c. Exhibit A-4: HEX General Arrangement
4. The Contractor shall furnish the new ductwork to meet the arrangement shown in Exhibit A-1 and the heat and mass balance requirements.
5. Make site visit(s) to confirm the elevations and dimensions for the fabrication of all new ductwork.
6. Fabricate all ductwork and provide all necessary parts such that they tie in and fit with existing equipment such as but not limited to the incinerator, the heat exchanger, the windbox return duct, heat exchanger bypass duct and the bottom plenum connecting duct without deflection or deformation or the need to modify them.
7. Provide all ports for Prince William Water's existing instrumentation, such as thermocouples, oxygen probe and pressure transmitters on the ductwork.
8. Use appropriate equipment to lift the fabricated ductwork. The Contractor shall not use the Fluidized Bed Incinerator or other existing equipment during installation for lifting or holding the fabricated equipment or tools.
9. Provide a project schedule showing all major events including site visits, fabrication, installation and testing of all ductwork and coordinate with the Owner to avoid unplanned interruption of operations.
10. Submit a draft and final installation plan for the Owner to review prior to installation to prevent conflicts with the FBI operations. The installation plan shall at a minimum include the following:
 - a. Details on project coordination
 - b. Information on mobilization and laydown area
 - c. Sequence of disassembly including:
 - i. Tools
 - ii. Equipment
 - iii. Duration of each step
 - iv. Staffing

- v. Risks
 - vi. Communications
 - vii. Coordination with the Plant
 - d. Crane lifting plan and staff safety certificates
 - e. Sequence of installation including:
 - i. Tools
 - ii. Equipment
 - iii. Duration of each step
 - iv. Staffing
 - v. Risks
 - vi. Communications
 - vii. Leak testing plan
 - viii. Coordination with the Plant
 - f. Leak testing of all bolted connections and welds.
 - g. Overall schedule
 - i. Show all dependencies
 - ii. Show critical path
 - iii. Show responsibilities for each step
11. Install the new ductwork and all necessary and required parts and test the system for leaks using air from the fluidizing air blower. The ID fan is available to create positive pressure during the test. The Contractor shall coordinate the leak test with the Prince William Water Project Manager. The Contractor shall install the new ductwork and ancillary parts while the incinerator is not operating and test the new ductwork and ancillary parts while the incinerator is in operation in accordance with the Owner- approved leak testing plan.
 12. If any of test fails, the Contractor shall correct any leaks and/or fabrication, installation or any other defects found upon installation and testing and perform test again at no cost to the Owner. The Contractor shall repeat the process until the installed parts pass all tests.
 13. Ensure that all new ductwork, and installed heat exchanger, is installed plumb and level is centered in existing floor openings and has no slant.
 14. Provide to the Owner a summary of the process of installation, any new equipment information, any recommendations, updated as-built design drawings and specifications for documentation of the refractory-line ductwork, heat exchanger, and ancillary parts showing exact measurements within 30 days from the installation.
 15. Warrant the installation to be free from defects in workmanship for a period of five (5) years and provide a manufacturer's warranty that the ductwork shall be free of defects for at least five (5) years.

B. Heat Exchanger

The Contractor shall :

1. Design and fabricate one heat exchanger (HEX). (refer to Exhibit A-1).
2. Review existing drawings and specifications.
3. The Contractor shall design the new HEX to meet the arrangement shown in Exhibit A-1 and the heat and mass balance requirements.

4. Make site visit(s) to confirm the elevations and dimensions for the design and fabrication of the HEX.
5. Fabricate a heat exchanger so that it performs in accordance with the heat and mass balance requirements shown in Exhibit A-3, page 2 and fits with the fabricated ductwork, windbox duct, HEX bypass duct, and expansion joints without the need to modify any of the existing parts.
6. Heat Exchanger:
As the existing heat exchanger was manufactured by TTC, specifying a TTC-manufactured heat exchanger is essential to ensure full compatibility and interchangeability. This allows installation without modification to the existing system and enables a direct swap between the installed unit and the spare unit in the future.
Offerors shall contact TTC directly to obtain a current price quotation and shall include in their proposal. Pricing for the TTC heat exchanger shall be furnished by TTC and incorporated into Offeror's proposed price.
7. Provide testing procedure to confirm the performance of the new HEX.
8. Provide to the Owner as-built design drawings and specifications for fabrication of the heat exchanger no later than 30 days from the installation.
9. Warrant the installation to be free of defects in workmanship for a period of five (5) years and will provide manufacturer's warranty that HEX will be free of defects for at least five (5) years.
10. Provide all ports for Prince William Water's instrumentation such as thermocouples, and pressure transmitters on the new HEX.
11. Submit a draft and final installation plan for the Owner to review prior to installation to prevent conflicts with the FBI operations. The installation plan shall at a minimum include the following:
 - a. Details on project coordination
 - b. Information on mobilization and laydown area
 - c. Sequence of disassembly including:
 - i. Tools
 - ii. Equipment
 - iii. Duration of each step
 - iv. Staffing
 - v. Risks
 - vi. Communications
 - vii. Coordination with the Plant
 - d. Crane lifting plan and staff safety certificates
 - e. Sequence of installation including:
 - i. Tools
 - ii. Equipment
 - iii. Duration of each step
 - iv. Staffing
 - v. Risks
 - vi. Start-up and Leak detection plan including dry out

- vii. Communications
- viii. Coordination with the Plant
- f. Leak testing of all bolted connections and welds.
- g. Overall schedule
 - i. Show all dependencies
 - ii. Show critical path
 - iii. Show responsibilities for each step
- 12. Use appropriate equipment to lift the HEX. The Contractor shall not use the Fluidized Bed Incinerator or other existing equipment during installation for lifting or holding the fabricated equipment or tools.
- 13. Install the HEX and all necessary and required parts and test the system for leaks using air from the fluidizing air blower. The ID fan is available to create positive pressure during the test. The Contractor shall coordinate the leak test with the Prince William Water Project Manager. The Contractor shall install the HEX and ancillary parts while the incinerator is not operating and test the new HEX and ancillary parts while the incinerator is in operation in accordance with the Owner-approved leak testing plan.
- 14. If any testing fails, the Contractor shall correct any leaks and/or fabrication, installation or any other defects found upon installation and testing and perform test again at no cost to the Owner. The Contractor shall repeat the process until the installed parts pass all tests.

C. Condition Assessment and Refurbishment of the Backup Heat Exchanger (Option)

1. The Contractor shall evaluate the condition of the current heat exchanger backup.
2. The Contractor shall provide a description of the procedure needed to conduct such an evaluation; provide the cost of transporting the backup unit to their facility; provide the timeline for the evaluation; recommendations for refurbishment; and, the cost of refurbishment.
3. The Contractor shall also evaluate the dimensions of the backup heat exchanger and its fit with the new crossover and ancillary parts. The Contractor shall identify in writing how the refurbished backup heat exchanger will fit with the new crossover and ancillary parts and fabricate new flanges, spacers and/or other needed parts to assure the backup unit also fits within the space and dimensions and aligns with existing ancillary heat exchanger ductwork connections as previously described.

D. Service Delivery Plan

The Contractor shall assign and provide Contractor’s Project Manager for the duration of the project. The Contractor shall have an on-site Project Manager when the Contractor is performing work at the site whose responsibility it is to oversee the project performances and serve as a liaison between the Contractor and the Prince William Water Project Manager regarding the field work plan, ensuring minimal disruption to Prince William Water’s day-to-day activities.

The Contractor shall prepare and provide for approval by Prince William Water a site- specific service delivery plan that shall, at a minimum include:

1. Measurements, Drawings, Specifications and Administration, and supply one complete set

of refractory lined FBI ductwork.

a. Activities associated with this deliverable:

- i. Fabrication and delivery of new heat exchanger to site. Test and inspect the new HEX before shipping.
- ii. Steel fabrication of ductwork and delivery to refractory subcontractor.
- iii. New ductwork for refractory lining and delivery to jobsite.
- iv. Procurement of new expansion joints.
- v. Fabrication and delivery of new expansion joint to site.
- vi. Removal of existing refractory-lined ductwork, expansion joints, and new Heat Exchanger.
- vii. Installation of new refractory-lined ductwork, expansion joints, and new Heat Exchanger.
- viii. Testing new refractory-lined ductwork and Heat Exchanger.

2. Ductwork and expansion joints steel fabrication and refractory lining (except for the HEX Top Plenum)

The Contractor shall:

- a. Complete the fabrication work so that the ductwork, expansion joints steel fabrication and refractory lining perform in accordance with the heat and mass balance requirements.
- b. Obtain steel material documents from its subcontractor. The Contractor shall inspect the documents on-site to confirm the material and thickness is as specified in the specifications and drawings.
- c. Verify all dimensions including size, locations, and orientation of required instrument ports are in accordance with the drawings. The Contractor shall inspect the painting to verify it conforms with the Contractor's specifications.
- d. Perform refractory inspection at its subcontractor's shop. The Contractor shall require the refractory subcontractor to supply material data sheets for the refractory used. The Contractor shall inspect the refractory on site to ensure compliance with the Contractor's specifications. The Contractor shall check installed thickness dimensions to verify they are as specified. The Contractor shall inspect instrument ports to ensure they are not affected by the refractory installation.
- e. Prepare the ductwork for shipment once the inspection is complete. The Contractor shall release the ductwork for shipment to the project site in accordance with the project schedule. The Contractor shall transport and receive the ductwork at the site for installation.

3. Heat Exchanger (HEX), Top Plenum Fabrication.

The Contractor shall:

- a. Complete the fabrication work so that the HEX, toplenum fabrication perform in accordance with the heat and mass balance requirements.

- b. Inspect the HEX at appropriate stages of fabrication to confirm the steel and refractory material and thickness is as specified in the specifications and drawings.
 - c. Verify all dimensions including size, locations, and orientation of required instrument ports are in accordance with the drawings. The Contractor shall inspect the painting to verify it conforms with the HEX fabricator's specifications.
 - d. Check the Solids Processing Building access to confirm that the HEX, and Topplenum can be installed in accordance with the Contractor's approved installation plan.
4. Top Plenum for Heat Exchanger (HEX): The Contractor shall have the Topplenum for the HEX, supplied, and installed by its supplier. The fabricated HEX may be shipped to the Contractor's shop and stored at that location until it is ready for the installation work.
5. Disassembly of Ductwork and HEX.

The Contractor shall:

- a. Prepare a disassembly plan. The Contractor shall perform the disassembly once the disassembly plan is approved by Prince William Water, the replacement ductwork and HEX are at the project site, and Prince William Water is ready to shut down the FBI for the required period of time to enable all the Contractor to install new replacement parts. The disassembly shall not damage existing ductwork and connections and shall leave in condition suitable for future re-installation. The Contractor shall provide the disassembled ductwork and HEX to Prince William Water to either a truck bed or storage location as identified by Prince William Water.
 - b. Provide Task Job Safety and Hazardous Analysis in the Disassembly Plan. Of Special safety interest are the crane certifications and plan for use, fall prevention, trip hazards, protection from falling objects, and daily removal of debris, clear site, proper handling and removal of ductwork and HEX.
6. Installation of new replacement parts.

The Contractor shall:

- a. Prepare and provide the Installation Plan with the details delineated in Attachment A, SCOPE OF WORK A. and B. The Contractor shall mobilize to the project site with its subcontractor once the Installation Plan is approved and all parties agree on start date. The Contractor's on-site Project Manager shall be on-site to manage the installation.
- b. Coordinate delivery and installation of the replacement parts with Prince William Water's Project Manager, and the Contractor and any Contractor's subcontractor to ensure minimal disruption to Prince William Water's daily operation.
- c. Provide Task Job Safety and Hazardous Analysis in the Installation Plan. Of Special safety interest are the crane certifications and plan for use, fall prevention, trip hazards, protection from falling objects, and daily removal of debris, clear site, proper handling and installation of ductwork and HEX, returning project site to pre-construction

conditions.

7. Startup and Leak Testing

The Contractor shall:

- a. Inspect final installation and verify all dimensions including size, locations, and orientation of required instrument ports are in accordance with the drawings and specifications to confirm that installed parts are plumb and level and centered in existing floor opening. Update as-builts as needed.
- b. Coordinate and perform the leak test using the existing Fluidizing Air Blower and ID fan.
- c. Correct any leaks and/or fabrication, installation or any other defects found upon installation and testing at no cost to Prince William Water. The Contractor shall repeat the process until the installed parts pass all tests.
- d. In accordance with the approved startup and leak testing plan, Prince William Water will warmup the incinerator, maintain temperature and airflow during the dry out period. The Contractor shall oversee the dry out period and advise Prince William Water when the dry out period is complete.
- e. Following dry out, Prince William Water will begin combustion in accordance with the approved testing plan. The Contractor shall test the function of the HEX and at a minimum confirm that the heat transfer meets the heat and mass balance, pressure drop meets design, and there are no leaks.
- f. The Contractor will test the ductwork and HEX for leaks during operation with and without sludge.

8. Document Turnover and Warranty

The Contractor shall:

- a. Provide a set of as-built fabrication drawings and specifications based on fabrication and edited as per as-built conditions and of sufficient details for Prince William Water to procure a complete replicate set of ductwork and HEX, to include but not be limited to:
 - i. Site plans
 - ii. Sections
 - iii. Materials and specifications
 - iv. Installation specifications
 - v. Details
 - vi. Legend
- b. Provide documents in Section 8.a as part of the installation and testing. Acceptance of the work is contingent on the receipt of the documents.
- c. Warrant that the installation shall be free of defects in workmanship for a period of five (5) years and will provide manufacturer's warranty that ductwork and HEX will be free of defects for at least five (5) years.

ATTACHMENT B PRICING SCHEDULE

Provide a Price Proposal with an all-inclusive price to include all labor, materials & supplies, licensing, infrastructure, travel and associated expenses, overhead costs, and any other associated costs necessary to complete the service as specified herein. Please itemize the project costs as follows.

Item	Description	Item Total (\$)
A. Refractory Lined Ductwork		
1	Project Management and Administration	
2	Fabrication	
3	Installation	
4	Start-up and Testing	
5	Warranty (5 years)	
Total Price (A)		\$
B. Heat Exchanger		
1	Project Management and Administration	
2	Fabrication (TTC)	
3	Installation	
3	Start-up and Testing	
4	Warranty (5 years)	
Total Price (B)		\$
C. Condition Assessment and Refurbishment of the Backup Heat Exchanger (Option)		
1	Condition Assessment	
2	Refurbishment	
Total Price (C)		\$
GRAND TOTAL AMOUNT (A+B+C)		\$

ATTACHMENT C REQUIRED INSURANCE LIMITS

Insurance Coverages and Limits:

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	\$2,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4.	Umbrella or Excess Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Prince William Water named as additional insured on General Liability Policies (This coverage is primary to all other coverage Prince William Water may possess.)	
6.	Cancellation notice in accordance with policy provisions required.	
7.	Best's Guide Rating	A-:VII or Better, or Equiv.
8.	The Certificate must state Contract No. SA 2620	

ATTACHMENT D PRINCE WILLIAM WATER SWAM GOAL

It is an important business objective of Prince William Water to promote the economic enhancement of small, women- owned, minority-owned and service-disabled veteran-owned small businesses (SDV), collectively known as SWaM. The success of Prince William Water in maximizing participation in contracting or sub-contracting opportunities of SWaM firms (whether as a prime contractor or a subcontractor) is dependent upon Prince William Water bidders/offerors and contractors partnering with us in this important endeavor.

A. Obtaining Certification

Eligible firms are encouraged to obtain certification as a SWaM business by using the services and assistance of the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) and the Small Business Administration (SBA) or other resources to obtain certification. Prince William Water recognizes several certification sources including:

Primary Certification Entity:

The Virginia Department of Supplier Diversity (SBSD): <https://www.sbsd.virginia.gov/>

Other Certification Entity Partners of Prince William Water Include:

- (1) Small Business Administration www.sba.gov
- (2) Women’s Business Enterprise National Council www.wbenc.org
- (3) National Minority Supplier Development Council www.nmsdc.org
- (4) Carolina-Virginia Minority Supplier Diversity www.cvmsdc.org
- (5) Other U.S. State or Local Government Supplier Diversity Programs such as the North Carolina Unified Certification Program, the Maryland Office of Minority Business Enterprise and other State certification programs. Some local government programs are also accepted provided the certification process is other than self-reporting.

B. Maximizing Sub-contractor Opportunities

Bidders/Offerors and Prime Contractors should take affirmative steps prior to submission of bids/proposals and after award of a contract to facilitate participation by SWaM businesses by providing subcontractor or sub-consultant opportunities or by partnering with a SWaM firm. Such efforts may include:

- (1) Establishing and maintaining a current list of small, women-owned, minority-owned and service-disabled veteran sources available to provide goods/services.
- (2) Use the services and assistance of the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other similar resources to identify sub-contractors or sub-consultants.
- (3) Encourage existing sub-contractors or sub-consultants to seek certification from one

of the certification programs identified above if they are eligible.

- (4) Segment total work requirements to permit maximum SWaM participation through subcontractors or partnerships.
- (5) Assure that SWaM firms are solicited whenever they are potential sources of goods or services. This step may include:

Sending letters or making other personal contact with SWaM firms and SWaM related associations. SWaM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

- (i) Specific description of the work to be contracted;
 - (ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
 - (iii) Date the information is due to the Bidder/Offeror;
 - (iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWaM subcontractor should contact for additional information.
- (6) Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect tab on the solicitation webpage on eVA, Virginia's e-procurement portal and to follow projects on Prince William Water's website www.princewilliamwater.org.

ATTACHMENT E PERFORMANCE BOND

ATTACHMENT E PERFORMANCE BOND



CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the

Owner for the performance of the Construction Contract, including but not limited to correction of defective Work as required therein, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a Contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent Contractors;

5.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a Contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the

Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, or if the Surety proceeds as provided in Paragraphs 5.1, 5.2 or 5.3 and then fails to perform, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby certifies the bond will be effective as of the date the Contractor signs the Construction Contract. The Surety

hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. If any provision of this Bond is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Bond shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been part of this Bond, and the remaining provisions of this Bond shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision, or by its severance from this Bond.

14. The failure or refusal of the Owner to take any action, proceeding, or step to enforce any remedy or exercise any right under the Construction Contract or the taking of any action, proceeding or step by the Owner, acting in good faith upon the belief that same is

permitted, shall not in any way release the Contractor or the Surety, or any of them, or their respective executors, administrators, successors or assigns from liability under this Bond. The Surety hereby waives notice of any amendment, indulgence, or forbearance made, granted or permitted by Owner.

15. Definitions

15.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

15.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

15.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with the terms of the Construction Contract.

15.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the terms of the Construction Contract.

15.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

16. If this Bond is issued for an agreement between a Contractor and Subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

ATTACH BONDING COMPANY'S
POWER OF ATTORNEY
TO THIS SHEET

ATTACHMENT F PAYMENT BOND

ATTACHMENT F PAYMENT BOND



CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

_____ *(seal)*

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Attest: _____

Signature

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, with a copy to the Owner, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13) with a copy to the Owner.
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant and the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing

and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. If any provision of this Bond is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Bond shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been part of this Bond, and the remaining provisions of this Bond shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision, or by its severance from this Bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. The failure or refusal of Owner to take any action, proceeding, or step to enforce any remedy or exercise any right under the Contract or the taking of any action, proceeding or step by Owner, acting in good faith upon the belief that same is permitted, shall not in any way release Contractor or Surety, or any of them, or their respective executors, administrators, successors or assigns from liability under this Bond.

17. Definitions

17.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

- 17.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, sewer, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 17.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 17.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 17.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

ATTACH BONDING COMPANY'S
POWER OF ATTORNEY
TO THIS SHEET

ATTACHMENT G CONTRACT AGREEMENT

ATTACHMENT E CONTRACT AGREEMENT

AGREEMENT NUMBER: SA 2620

**SUBJECT: Fabrication and Installation Services for Fluidized Bed
Incinerator (FBI) Spares |**

BY AND BETWEEN:

Prince William Water:

PRINCE WILLIAM WATER
4 COUNTY COMPLEX COURT
WOODBIDGE, VIRGINIA 22192
T: (703) 335-8925 / F: (703) 335-7954

And the Contractor:

XYZ Company

Address

Address

Telephone: _____

Fax: _____

Email: _____

Contact Person: _____

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Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares

AGREEMENT SA 2620

Between

PRINCE WILLIAM WATER

And

XYZ COMPANY

For

THIS _____ Agreement (hereinafter referred to as _____ Agreement” is made between the Prince William County Service Authority, (hereinafter referred to as “Prince William Water”), AND

XYZ Company authorized to do business in the State of Virginia, (hereinafter referred to as “Contractor”), whose place of business is [Insert Address].

WHEREAS, Prince William Water solicited proposals from qualified contractors on [Insert Date of RFP Release], pursuant to Prince William Water RFP SA XXXX. Contractor submitted a response to the RFP dated [Insert Date of Response Submittal]. Based upon the representations of Contractor in the Response to RFP, which representations Prince William Water has relied upon, Prince William Water selected the Contractor to provide said continuing _____ Services for Prince William Water; and

WHEREAS, the Contractor is willing and able to perform such _____ Services for Prince William Water within the basic terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, Prince William Water and Contractor agree as follows:

SECTION 1 DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement and apply unless the context indicates a different meaning:

A. Standard Definitions:

1. **Administrative Contracting Officer (ACO) also referred to as Contract Administrator:** Prince William Water employee holding a valid Warrant and designated to manage and document the Consultant's performance and compliance with all of the terms and conditions of the Contract. The ACO manages contract change orders, modifications and amendments, approving, or recommending approval of the same, if required. The ACO assigns contract management functions to the Contracting Officer Representative (COR), subject to established threshold limitations, for each designated contract.
2. **Change Order:** A written order to the Contractor executed by Prince William Water, issued after execution of an agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times.
3. **Contract/Agreement:** When used as a proper noun and capitalized the term "Contract" shall mean: The solicitation's ensuing agreement obligating the Contractor to furnish the goods and/or services promised in exchange for payment from Prince William Water. (When used as a common noun with lower case the term "contract" shall mean: a mutually binding legal agreement between two (2) or more parties.)
4. **Contract Document(s):** Documents which establish the rights and obligations of the Contractor and Prince William Water and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Notice to Proceed, together with all written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the resulting contract.
5. **Contracting Officer Representative (COR) also referred to as Prince William Water Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Prince William Water Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
6. **Contractor:** The successful Offeror with whom a contract is executed pursuant to this RFP.
7. **Contractor's Project Manager:** The Contractor's person responsible for the Work.
8. **Day(s):** Calendar days, unless otherwise specified.
9. **Deliverable(s):** All electronic and/or physical items, products, reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, and specifications, the Contractor must deliver to Prince William Water, at a specified date(s), and meeting the criteria defined in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement and/or all other subsequent task and sub-task agreement pursuant to this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

10. **Defective Work:** The word “Defective”, when modifying the word “Work”, refers to work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Contracting Officer Representative’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Prince William Water).
11. **Dollar “\$”:** United States of America dollars.
12. **Effective Date of the Contract/Agreement:** The date this Contract/Agreement becomes effective as documented by Prince William Water on the signature page of the Contract/Agreement.
13. **Field Order:** A written order issued by the Contractor which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
14. **Final Payment:** Payment made by Prince William Water for completed services and representing the balance of Prince William Water’s financial obligation for a specified project.
15. **Hourly Rate:** The rate specified in the Agreement for the individual employee and employee category on a specific project. The rates are as specified in the attached EXHIBIT B, Compensation and Labor Costs.
16. **Intellectual Property Rights:** All of Contractor’s right, title, and interest under and to all trademarks, service marks, copyrights, know-how, trade secrets, curricula, text books, reference material, tests, online course material and programming, computer programs, sound files, technology, software, techniques, methods, ideas, and processes incorporated into or delivered in the course of performing the Work and all other forms of intellectual property rights and protections throughout the world, whether delivered via USB, Internet download, or other media, relating to Contractor and the materials and all future modifications, refinements, and improvements thereto, and any divisions, reissues, continuations in part, and extensions of the foregoing now or hereafter owned by Contractor or under which Contractor now has the rights.
17. **Key Person (Key Personnel):** As listed in Section 4.40, the designated person or persons employed by the Contractor or Subcontractor, whose individual action or inaction can impact the timely accomplishment of the Work.
18. **Lump Sum:** A method of payment to the Contractor for a fixed sum amount, which constitutes Total Compensation to the Contractor for the performance by the Contractor of the Work stated in Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
19. **Materials:** All information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.
20. **Notice to Proceed (or Notice of Commencement):** A written notice issued by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
21. **Prince William Water: Prince William County Service Authority**

22. **Procurement Officer:** A delegate of the Procurement Manager.
23. **Procurement Manager:** Prince William Water person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by Prince William Water's General Manager and Board of Directors.
24. **Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
25. **Subcontractor:** An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.
26. **Total Compensation:** The total amount of compensation payable to Contractor for work under this Agreement.
27. **Work, Work Product or Works Made for Hire:** The entire services or the various separately identifiable parts thereof required to be provided by Contractor under this Agreement. Work Product or Works Made for Hire as provided as a deliverable under this Agreement shall be owned by Prince William Water with the exception of pre-existing Contractor Intellectual Property Rights as defined herein.
28. The terms "**in writing**" and "**written**" mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.

SECTION 2 SCOPE OF SERVICES

- A. The Contractor shall provide services, as specified in this Agreement, to Prince William Water as described in Exhibit A, Scope of Work.
- B. The Contractor hereby represents to Prince William Water, with full knowledge that Prince William Water is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, experience and manpower to perform the services in a manner consistent with the standard of care in the industry.
- C. Prince William Water may request changes that would increase, decrease, or otherwise modify the Scope of Work. Such changes must be contained in a written Change Order or Modification executed by the parties authorizing and directing an addition, deletion or revision in the Work or an adjustment in the compensation and/or schedule, in accordance with the provisions outlined in Section 4.20 of this Agreement.
- D. Prince William Water may, at its sole discretion, solicit Proposals from other entities for services for any Project or other work defined in **Error! Reference source not found.**, Scope of Work, of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- E. Contract Documents: Prince William Water shall use Uniform Contract Documents as binding Contract Documents (Contract Agreements, Exhibits, RFPs/IFBs, etc.), which are under ownership of Prince William Water. No changes to Prince William Water Uniform Contract Documents are permitted without the express written consent of Prince William

Water. Any changes made without Prince William Water consent is strictly prohibited and considered null and void.

SECTION 3 SPECIAL TERMS AND CONDITIONS

3.1 Compensation Billing and Payment

- A. Prince William Water agrees to pay the Contractor compensation for the Work provided for in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement as defined in EXHIBIT B, Compensation and Labor Costs.
- B. If Prince William Water requests Contractor to incur expenses not contemplated, Contractor shall notify Prince William Water in writing and obtain Prince William Water approval in writing prior to incurring such expenses.
- C. Invoices (or Applications for Payment) must contain sufficient information for Prince William Water to verify that the work was performed in accordance with this Contract. The Contractor shall submit documentation with each invoice as detailed in EXHIBIT D, Invoicing Procedures.

3.2 Contract Term Renewal and Price Adjustments

- A. Term of Agreement: This Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement shall commence on the date this instrument is fully executed by all parties and shall expire after one (1) year(s), unless and until terminated pursuant to the terms and conditions herein.
- B. Prince William Water reserves the right to renew this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement for four (4) additional one (1)-year periods under the same terms and conditions, contingent upon successful performance of the Contractor and subject to mutual agreement.
- C. Prince William Water will notify the Contractor in writing ninety (90) days prior to the expiration of the Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, or any extension thereof, of Prince William Water's intention. If Prince William Water elects to extend the Agreement, the Contractor shall immediately respond as to whether the contract extension is acceptable. Such extension shall be executed within thirty (30) Days of Prince William Water's original notice.
- D. Price Adjustments Negotiated Based on Changes in Contractor's costs:

If Prince William Water elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the category of Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, all items Section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

Price adjustments, as approved by Prince William Water, shall become effective on the anniversary (annual renewal) date of each contract year as agreed upon by both parties via a fully executed Contract Modification. The Contractor shall bill on new approved rates from the effective date onwards. Retroactive rate adjustments are not allowed under this Agreement.

Prince William Water reserves the right to unilaterally extend an existing contract to allow for continuation of work through completion, even if a new contract has not been placed into effect.

3.3 Availability of Prince William Water's Personnel

Upon a reasonable request, Prince William Water will make its personnel, including appropriate professional personnel, administrative personnel and other employees, available for consultation in order to perform its obligations under the Contract.

3.4 Stop-Work / Suspension of Work

- A. Prince William Water may, at its sole option, decide to suspend or stop the Contractor's performance of the services required under the contract. When, and if such action is considered, Prince William Water shall notify the Contractor of its decision in writing. The order shall be specifically identified as a stop-work order under this Section. Upon receipt of the stop-work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop-work order during the period of suspension.
- B. Upon receipt of any such notice, and unless the stop-work notice directs otherwise, the Contractor shall:
 - 1. Immediately discontinue performing any services on the date and to the extent specified in the stop-work order;
 - 2. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the stop-work notice;
 - 3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to Prince William Water, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
 - 4. Continue to protect and maintain the work including those portions on which performance has been suspended.
- C. As full compensation for such suspension, the Contractor shall be reimbursed for the following documented costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of performance:
 - 1. All reasonable costs associated with the mobilization and demobilization of the Contractor's workforce and equipment.

2. An equitable amount to reimburse the Contractor for the cost of maintaining and protecting that portion of the work that has been suspended.
- D. If, as a result of any such suspension, the cost to the Contractor of subsequently performing the service is increased or decreased, Prince William Water may consider making an equitable adjustment in accordance with Section 4.23 Disputes and Claims.
- E. The Contractor may suspend the Work or terminate the Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement for Prince William Water's delay in payment, other than payments in dispute, beyond sixty (60) Days.
- F. Prince William Water shall notify the Contractor in writing when the stop work has been lifted. Prince William Water shall provide in writing an effective date to resume work.

3.5 Access (Equipment)

Prince William Water agrees to permit the Contractor's authorized personnel access to Prince William Water's [specify] equipment at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contract.

3.6 Access (Facilities)

Prince William Water agrees to permit the Contractor's authorized personnel access to Prince William Water's [specify] facility / facilities at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contractor.

3.7 Not Used.

3.8 Not Used.

3.9 Contractor's Personnel

The presence or duties of the Contractor's personnel at a work site, whether as onsite representatives or otherwise, do not make the Contractor or the Contractor's personnel in any way responsible for those duties that belong to Prince William Water and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health and safety precautions required by such construction work.

The Contractor and the Contractor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Contractor's own personnel.

3.10 Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities.

3.11 Intellectual Property Indemnity

- A. The Contractor warrants that products and/or services sold to Prince William Water by the Contractor and the use thereof do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any intellectual property of a third party. The Contractor shall indemnify, defend, settle on behalf of, and hold harmless Prince William Water from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, other expenses for investigation, handling, and litigation, and settlement or judgment amount) asserted against or incurred by Prince William Water, by reason of, resulting from, or arising in connection with any breach of this Section.
- B. Prince William Water shall promptly notify the Contractor of any claim regarding indemnification and give information and assistance reasonably requested by the Contractor and the Contractor is given sole authority to defend or settle such claim. If a court or a settlement enjoins the use of such products and/or services, the Contractor shall, at its own expense and at Prince William Water's option, obtain for Prince William Water either the right to continue using such products and/or services, replace same with a non-infringing product and/or service, modify same so it becomes non-infringing, or refund the value of such products and/or services and accept return for same.
- C. The Contractor shall have no liability to Prince William Water with respect to any infringement of patent, copyright, trademark, or other intellectual property rights, resulting from the Contractor's compliance with Prince William Water's proprietary design, specification, or instructions, from Prince William Water's modification of such product without disclosure to the Contractor, or Prince William Water's use of such product with any product and/or service not supplied by the Contractor (except as specified by the Contractor).

3.12 Rider Clause

Not Used.

SECTION 4 GENERAL PROVISIONS

4.1 Independent Contractor

- A. The Contractor shall be acting as an independent Contractor and will not be considered or deemed to be an agent, employee, joint venture, or partner of Prince William Water. The Contractor will have no authority to contract for or bind Prince William Water in any manner and shall not represent itself as an agent of Prince William Water or as otherwise authorized to act for or on behalf of Prince William Water.
- B. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement shall be those of the Contractor.
- C. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them to solicit or secure a contract / agreement with Prince William Water and that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from this Agreement. In the event the Contractor violates this provision, Prince William Water shall have the right to terminate this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- D. Prince William Water may require, in writing, that the Contractor remove from the work site any employee Prince William Water deems incompetent, careless, or otherwise objectionable.
- E. The Contractor will not require any employee to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.
- F. Immigration Reform and Control Act of 1986. The Contractor certifies to Prince William Water that they do not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

4.2 No Assignment of Contract

- A. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Prince William Water's Procurement Manager. All assignments of rights are prohibited whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:
 - 1. a "change of control" is deemed an assignment of rights; and,
 - 2. "merger" refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing corporation.

- B. Consequences of Purported Assignment or Delegation. Any purported assignment of rights or delegation of performance in violation of this Section will be void.

4.3 Governing Law and Choice of Forum

This Contract is binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Contract is governed by the laws of the Commonwealth of Virginia.

4.4 Permits, Licenses, Certificates, and Taxes

- A. The Contractor shall be solely responsible for complying with any applicable Federal, State and Municipal laws, codes and regulations that may be required.
- B. Prince William Water reserves the right to require documentation that Contractor is abiding by the ordinances, regulation, and laws of their community and the Commonwealth of Virginia.
- C. If Contractor is required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this agreement, Prince William Water reserves the right to require documentation of the current license and/or certification at any time during the contract period.
- D. Failure to keep required license and/or certification current and in force for the term of the contract and any extension, will result in the Contractor being deemed in breach of contract and Prince William Water may take any appropriate actions.
- E. Prince William Water is exempt from state sales tax. A Commonwealth of Virginia Sales and Use Tax Certificate of Exemption will be provided upon request.

4.5 Legal Fees (NOT USED)

4.6 Contractor Must Be Authorized To Transact Business In The Commonwealth

- A. In accordance with the Virginia Public Procurement Act (VPPA) § 2.2-4311.2 a Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia Title 13.1 or Title 50 or as otherwise required by law.
- B. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the Contract.
- C. Prince William Water may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this Section.

4.7 Indemnification and Hold Harmless

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Prince William Water, its officials and employees from and against third party liability, suits, actions, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, expert witness costs and all other reasonable costs and expenses incurred in preparing, negotiating, or prosecuting through trial and appeal any claim, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there-from, to the proportionate extent caused by, misconduct or negligent acts, errors or omissions of the Contractor, its officials, agents, employees or Subcontractors in the performance of Work under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- B. Prince William Water has agreed in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement to require all designers and contractors covered from the Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, to indemnify and hold Contractor harmless to the same extent that the designer or Contractor is obligated to indemnify and hold Prince William Water harmless and also require the designer or contractor to add Contractor as an additional insured on the designer's or contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Work.
- C. The Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in 4.35, Insurance.
- D. The provisions of this Section shall survive termination, cancellation and expiration of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

4.8 Disclaimer of Liability

As a political subdivision of the Commonwealth of Virginia, Prince William Water cannot hold harmless or indemnify any Contractor for any liability whatsoever.

4.9 Nondiscrimination of Contractors

Prince William Water will not discriminate against any Contractor because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders, unless Prince William Water has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If this Contract is made with a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the

public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.10 Anti-Discrimination

- A. The Contractor certifies to Prince William Water that it 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, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the VPPA.
- B. If the Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds, provided however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§ 2.2-4343.1E of the VPPA).
- C. In every contract over \$10,000 the provisions below apply.

During the performance of the 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 for this Section.
- D. The Contractor will include the provisions of subsection C above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

4.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the VPPA, Sections 2.2-4367 through 2.2-4377, VA Code An., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

4.12 Drug-Free Workplace To Be Maintained By Contractor For Contracts Over \$10,000

The Contractor, during the performance of this Contract, agrees to:

- A. Provide a drug-free workplace for its employees.
- B. 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.
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this Section, "drug-free workplace" means a site for the performance of Work done by the Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

4.13 Terminations

- A. Termination for Non-Allocation of Funds
 1. If Prince William Water does not allocate funds for any succeeding fiscal year subsequent to the one in which a contract is entered into, then Prince William Water may terminate the Contract upon thirty (30) Days prior written notice to the Contractor. Termination for Convenience of Prince William Water
 2. Such termination for non-allocation of funds, in whole or in part, shall be effected by delivery of a Notice of Termination signed by Prince William Water General Manager or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date and conditions of the termination.
 3. Upon receipt of such Notice of Termination, the Contractor shall:
 - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
 - b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and

- c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice; or which Prince William Water elects to take assignment of; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of Prince William Water's Procurement Manager; and
 - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
4. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by Prince William Water's Procurement Manager.
 5. In the event of termination, in whole or in part, under this Section 5.13.A, Prince William Water shall be responsible to pay the Contractor only for terminated work performed through the date of termination. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor .
 6. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
 7. The Contractor shall include similar provisions in any subcontract.

B. Termination by Mutual Consent:

1. During performance of the Contract, if Prince William Water and the Contractor mutually agree that it would be in the best interests of both parties to agree to terminate, in whole or in part, the Contract, then fair and reasonable considerations shall be negotiated, and the Contract deemed completed with respect to the portion terminated.
2. Such termination for mutual consent, in whole or in part, shall be effected by delivery of a Notice of Termination signed by Prince William Water General Manager or designee, mailed or delivered to the Contractor , and specifically setting forth the effective date and conditions of the termination, in whole or in part, as mutually agreed with the Contractor .
3. Upon receipt of such Notice of Termination, the Contractor shall:
 - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and

- b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager; and
 - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
4. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Procurement Manager.
 5. In the event of termination, in whole or in part, under this Section 4.13.B, Prince William Water shall be responsible to pay the Contractor only for terminated work performed through the date of termination and other fair and reasonable compensation as agreed to by the parties. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor .
 6. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
 7. The Contractor shall include similar provisions in any subcontract.

C. Termination for Convenience of Prince William Water:

1. The [Contractor] and Prince William Water agree that Prince William Water has the sole right to terminate the Contract, or any Work or delivery required thereunder, for the convenience of Prince William Water, from time to time either in whole or in part, whenever the General Manager of Prince William Water or his designee shall determine that such termination is in the best interests of Prince William Water.
2. Such termination for convenience, in whole or in part, shall be effected by delivery of a Notice of Termination signed by Prince William Water General Manager or

designee, mailed or delivered to the [Contractor], and specifically setting forth the effective date and conditions of the termination.

3. Upon receipt of such Notice of Termination, the [Contractor] shall:
 - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
 - b) Place no further orders with any [Subcontractor] except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager; and
 - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
4. After complying with the foregoing provisions, the [Contractor] shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Procurement Manager.
5. In the event of termination, in whole or in part, under this Section 4.13.C, Prince William Water shall be responsible to pay the Contractor for terminated work performed through the date of termination plus all reasonable verifiable costs of termination, including the cost of settling and paying any reasonable claims as provided in this Section, but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided and any amounts remaining but related to any part of the Contract that has not been terminated. The Contract shall be amended to reflect the amount to be paid, and the [Contractor] shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor .
6. In the event that the [Contractor] is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the [Contractor] may submit a claim in accordance with the Disputes and Claims clause of the Contract.
7. The [Contractor] shall include similar provisions in any subcontract and shall specifically include a requirement that [Subcontractor](s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall

bar the [Contractor] from any recovery from Prince William Water whatsoever of loss or damage sustained by a [Subcontractor] (s) as a consequence of termination, in whole or in part, for convenience.

D. Termination for Contractor 's Default:

1. Each term and condition of this Contract, is material and any breach or default by the [Contractor] in the performance of any such term and condition shall be considered a material breach or default of the entire Contract for which Prince William Water shall have the right to terminate, in whole or in part, the Contract for default as set forth in this Section 4.13.D, without penalty or liability.
2. In addition, any of the following shall constitute a default for which Prince William Water shall have the right to terminate the Contract for default in whole or in part, as set forth in this Section 4.13.D, without penalty or liability:
 - a. Contractor failure to make prompt payment to Subcontractor or Suppliers pursuant to the Contract requirements, including but not limited to any applicable provisions of the VPPA, Va. Code Ann. Section 2.2-4300 et seq.
 - b. The Contractor is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due.
 - c. The Contractor makes a general assignment, arrangement or composition agreement with or for the benefit of its creditors or makes, or sends notice of any intended, bulk sale; the sale, assignment, transfer or delivery of all or substantially all of the assets of Contractor to a third party; or the cessation by Borrower as a going business concern.
 - d. The Contractor files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind up of its business (or has such a petition or action filed against it and such petition action or appointment is not dismissed or stayed within 45 Days).
 - e. The reorganization, merger, consolidation, liquidation, suspension of business operations or dissolution of the Contractor (or the making of any agreement therefor).
3. In the event of a default by the Contractor, Prince William Water may provide seven (7) calendar Days written notice to the Contractor of the event of default. The Contractor shall diligently commence to cure the default within such seven (7) calendar Days, or if it fails to do so, the Contract shall be deemed terminated, in

whole or in part as specified in the written notice, as of the end of such seven (7) calendar Days.

4. Upon the effective date of the termination, the Contractor shall:
 - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
 - b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager; and
 - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
5. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Procurement Manager.
6. In the event of termination, in whole or in part, under this Section 4.13.D, Prince William Water shall be responsible to pay the Contractor for terminated work performed through the date of termination but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided, and further reduced by the costs of any damages incurred by Prince William Water as result of the Contractor's default and any amounts remaining but related to any part of the Contract that has not been terminated. The Contract shall be amended to reflect the amount to be paid, and the Contractor shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor, or any costs incurred by the Contractor arising from the termination.
7. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
8. The Contractor shall include similar provisions in any subcontract.

9. In the event that the Contractor is terminated, in whole or in part, by Prince William Water for default and it is subsequently determined by a court of competent jurisdiction that such termination, in whole or in part, was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.13.D and the provisions in Section 4.13.D shall govern.
10. In the event that the Contractor has provided a performance bond in connection with this Contract, Prince William Water may elect to proceed under and in accordance with the default and termination provisions of the performance bond instead of this Section 4.13.D.

E. Termination for Prince William Water's Default:

1. If the Contractor at any time determines Prince William Water to be in material breach of this Agreement, the Contractor shall provide Prince William Water with seven (7) calendar Days written notice of the event of default. Prince William Water shall diligently commence to cure the default within such seven (7) calendar Days, or if it fails to do so, the Contract shall be deemed terminated as of the end of such seven (7) calendar Days.
2. Upon the effectiveness of such termination, the Contractor shall:
 - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
 - b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager; and
 - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.
3. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, unless an extension is granted by the Procurement Manager.
4. In the event of termination under this Section 4.13.E, Prince William Water shall be responsible to pay the Contractor for work performed through the date of

termination plus all reasonable, verifiable costs of termination, including the cost of settling and paying any reasonable claims as provided in this Section, but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. The Contract shall be amended to reflect the amount to be paid, and the Contractor shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor .

5. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
6. The Contractor shall include similar provisions in any subcontract and shall specifically include a requirement that Subcontractor (s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from Prince William Water whatsoever of loss or damage sustained by a Subcontractor (s) as a consequence of termination by the Contractor for Prince William Water's default.
7. These remedies for termination are the Contractor's sole and exclusive remedies for termination, and the Contractor hereby waives any right to other compensation or damages in the event of termination of the Contract.

4.14 Causes of Delay

- A. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is actually delayed, hindered or prevented by any cause which is unanticipated and beyond the reasonable control of the party affected thereby. Causes of delay which, if unanticipated and reasonably beyond the control of the party claiming delay may include but are not limited to the following: war (declared or undeclared), fire, riot, storm, hurricane, earthquake, tornado, strike or labor dispute not involving the Contractor's labor force, epidemic or Phase 5 or higher pandemic (as defined by the World Health Organization), act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above.
- B. The party affected by any Causes of Delay shall give prompt written notice to the other party advising of the nature and extent of any Causes of Delay and advising of the effects of the Causes of Delay upon the completion and cost of the Work hereunder. The parties shall consult promptly with each other concerning the Causes of Delay and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Causes of Delay which prohibits performance by the Contractor for more than sixty (60) Days, either party may terminate this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement for convenience and shall have no further obligation hereunder.

Contractor shall be entitled to request an adjustment to the Project Agreement schedule as a result of any such delay.

4.15 Prime Contractor

- A. The Contractor shall act as the prime Contractor for all products, equipment, services, software or supplies marketed by other suppliers and shall assume full responsibility for the procurement and maintenance of such items or services. The Contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this Contract.
- B. The Contractor shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All Subcontractors will be subject to review by Prince William Water in regard to competency and security concerns. After the issuance of this Contract no change in Subcontractors will be made without the prior written consent of the Procurement Manager, or designee.
- C. The Contractor shall be responsible for all insurance, permits, licenses, etc., for any and all Subcontractors. Even if the Subcontractor is self-insured, Prince William Water will require the Contractor to provide the insurance certificates.

4.16 Payments to Subcontractors

- A. In the event that the Contractor utilizes a Subcontractor for any portion of the Work under this Contract, the Contractor shall take one (1) of the two (2) following actions within seven (7) Days after receipt of amounts paid to the Contractor by Prince William Water for work performed by a Subcontractor under the Contractor:
 - 1. Pay a Subcontractor for the proportionate share of the total payment received from Prince William Water attributable to the work performed by that Subcontractor under the Contractor; or
 - 2. Notify Prince William Water and any Subcontractors, in writing, of its intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- B. Upon receiving a written notice from the Subcontractor, the Contractor shall pay interest to a Subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from Prince William Water for work performed by a Subcontractor under this Contract, except for amounts withheld under subsection 4.16.A.2 of this Section. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the provisions of this Section will not be construed to be an obligation by Prince William Water. A contract modification will not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim will not include any amount for reimbursement for such interest charge.
- C. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 3.0 % per annum. The Contractor shall include in each of its subcontracts a provision

requiring each Subcontractor to otherwise be subject to the same payment and interest requirements set forth in this Section with respect to each lower-tier Subcontractor.

- D. Any subcontract with a Subcontractor shall afford to the Contractor rights against the Subcontractor which correspond to those rights afforded to Prince William Water against the Contractor herein, including but not limited to those rights of termination as set forth herein.
- E. No reimbursement shall be made to the Contractor for any Subcontractors that have not been previously approved by Prince William Water for use by the Contractor.

4.17 Acceptance of Service

All deliverables shall bear the name of Contractor except for deliverables prepared by a Prince William Water authorized Subcontractor, which shall be properly identified as such and submitted by Contractor. Prince William Water shall determine the acceptability of all Deliverables.

4.18 Payment Terms

- A. Prince William Water will remit full payment on all undisputed invoices in accordance with the terms of this Contract.
- B. Prince William Water will pay interest at a rate of 3.0 % per annum on all undisputed invoices not paid within thirty (30) Days after acceptance of the service(s), AND a properly completed invoice.

4.19 Material and Workmanship

- A. The Contractor is solely responsible for the professional quality, technical accuracy, timely completion and coordination of all the products and/or services furnished under this Contract. The Contractor shall, without additional considerations, correct or revise any errors, omissions or other deficiencies in their services and/or products.
- B. All equipment, material, and articles that the Contractor may incorporate into the performance of the contractual requirements shall be new and of the most suitable grade for the purpose intended. The term “new” is defined as of original nature, unused, not previously owned, and free of any damages or defects. The use of such used equipment, materials and articles under this Contract is strictly prohibited.
- C. The Contractor shall be responsible for all Materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted by Prince William Water.

4.20 Modifications or Changes to the Contract

- A. All modifications and changes to this Agreement shall be in writing.

- B. Prince William Water's General Manager or his designee shall have the sole authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order".
- C. Change Orders shall be limited to reasonable alterations in the work to be performed, compensation or the time of performance.
- D. The Contractor shall not perform any work described in any Change Order unless it has received a signed Change Order and Purchase Order from Prince William Water.
- E. Once final payment has been requested and made, the Contractor only has sixty (60) Days to present or file any claims against Prince William Water concerning the Contract. After that period, Prince William Water shall consider that the Contractor has waived any right to claims against Prince William Water concerning the Contract.

4.21 Modifications to the Contract Due to Public Welfare, Change in Law or Ordinances

- A. Prince William Water shall have the power to make changes to this Contract as the result of changes in laws or Ordinances of the Commonwealth of Virginia and/or Prince William County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.
- B. Prince William Water shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.
- C. In the event any future change in Federal, Commonwealth of Virginia or Prince William County law or the Ordinances that materially alters the obligations of the Contractor, or the benefits to Prince William Water, then the Contract shall be amended consistent therewith.
- D. Should those amendments materially alter the obligations of the Contractor, then the Contractor or Prince William Water shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in the Contract shall require any party to perform any act or function contrary to law. Prince William Water and the Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, Prince William Water and the Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this Section.

4.22 Waiver of Claims

Once final payment has been requested and made, the Contractor only has sixty (60) calendar days to present or file any claims against Prince William Water concerning the Contract. After that period, Prince William Water will consider that the Contractor has waived any right to claims against Prince William Water concerning the Contract.

4.23 Disputes and Claims

- A. If the Contractor wishes to make a contractual claim, whether for extra compensation, damages or any other relief, he shall give Prince William Water Administrative Contracting Officer Notice in strict accordance with the Contract Documents. The Contractor's failure to comply strictly with the requirements of the Contract shall result in waiver of the claim. In any event, all contractual claims shall be submitted in writing no later than sixty (60) Days after final payment.
- B. Resolution of any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to the Contract Documents to the extent not resolved by the parties hereto, shall be resolved exclusively by non-binding mediation if agreed to by both parties, or litigation in either the Circuit Court of Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. These two courts shall have exclusive and binding jurisdiction and venue over any and all disputes arising under this Agreement. The parties voluntarily waive any and all rights to a trial by jury. The fact finder shall be the court, sitting without a jury; provided, however, that nothing contained herein shall be construed to invalidate the finality of Prince William Water's decisions.
- C. No Claims Against Individuals: No claim whatsoever shall be made by the Contractor against any officer, Board Member, Authorized Representative or employee of Prince William Water for, or on account of, anything done or omitted to be done in connection with this Contract, and the Contractor shall be strictly liable for all costs, attorney's fees and expenses incurred by any individual or entity who is sued in violation of this Section.
- D. Disputes: In order to: (i) clearly identify the existence of a dispute between the parties and (ii) promote the prompt, efficient and fair resolution of each such dispute, the parties shall adhere strictly to the claims resolution procedure set forth below. Time is of the essence in meeting these requirements.

1. Claims Resolution Procedures

- i. In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.
- ii. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) Days after the occurrence of the event giving rise to the claim, or within ten (10) Days of discovering the condition giving rise to the claim, whichever is later.

- iii. Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Administrative Contracting Officer.
- iv. The decision of the Administrative Contracting Officer shall be rendered in writing within thirty (30) Days from the receipt of the claim from the Contractor.
- v. If the Contractor is not satisfied with the decision or resolution of the Administrative Contracting Officer, the Contractor may appeal the claim with Prince William Water Deputy General Manager/CAO within thirty (30) Day of the Administrative Contracting Officer's decision.
- vi. Prince William Water Deputy General Manager/CAO's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Days of receipt of the claim from the Contractor.
- vii. If the Contractor is not satisfied with the decision or resolution of the Deputy General Manager/CAO, the Contractor may appeal the claim to Prince William Water General Manager within thirty (30) Day of the Deputy General Manager/CAO's decision. The Contractor may submit the appeal to Prince William Water General Manager by mailing or otherwise furnishing the Deputy General Manager/CAO a copy of the claim and a request for Prince William Water General Manager's determination.
- viii. Prince William Water General Manager's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Day of receipt of the appeal from the Contractor, and shall be final and binding on behalf of Prince William Water, unless the Contractor files a lawsuit against Prince William Water.
- ix. Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.
- x. In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against Prince William Water Board of Directors of Prince William Water arising out of this Contract.

4.24 Compliance with Occupational Safety and Health (OSHA) Requirements

- A. All services, practices and items furnished shall comply with the Federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent Federal, Commonwealth of Virginia, and/or local safety or environmental codes. Lack of knowledge of these requirements will not relieve the Contractor of their responsibilities.
- B. Suppliers/providers including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and

effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

- C. The Contractor certifies that all Materials and equipment used in the performance of and/or delivered under this Contract shall meet all applicable OSHA or Commonwealth of Virginia requirements. If any material or equipment is subsequently found to be non-compliant with any applicable OSHA or Commonwealth of Virginia requirement, all costs necessary to comply with the requirement shall be borne solely by the Contractor.

4.25 Records and Right to Audit

- A. Contractor shall maintain and require Subcontractors to maintain complete and correct records, books, documents, papers and accounts pertaining to the Work performed in connection with this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement including without limitation, reasonable substantiation of all incurred invoice costs pre-approved by Prince William Water.
- B. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by Prince William Water or any authorized Prince William Water representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to Prince William Water of any fees or expenses based upon such entries.
- C. Audit under this provision is to be according to conditions applicable, including, but not limited to, the Section entitled "Termination for Cause", the Section entitled "Termination for Convenience", and EXHIBIT D "Invoicing Procedures", plus all other Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement provisions, including quantities billed, excepting that specified lump sum, fixed percentage, and unit prices are not subject to audit.
- D. Audit access to the Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy Prince William Water that all quantities meet the specifications and terms under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement including verification of the Contractor's payments to its suppliers and Subcontractors. The Contractor shall remit promptly to Prince William Water the amount of any adjustment resulting from audit.
- E. Refusal of the Contractor to comply with the provisions in this Section shall be grounds for immediate termination for cause by Prince William Water of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- F. Records pertaining to Hourly Rates and Contractor's personnel information shall be made available to Prince William Water to allow audit of the Work, provided that Prince William

Water shall take all steps necessary to ensure such information is maintained as Confidential Information as defined herein.

- G. The provisions of this Section shall survive termination, cancellation and expiration of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

4.26 Strikes or Lockouts

Prince William Water will not compensate the Contractor for any expense or delay caused to the Contractor by a strike, slowdown, lockout, or other concerted employee work interrupting activity by employees of the Contractor or Subcontractor except adjustment of the Contract time where warranted, which shall be solely at Prince William Water's discretion.

4.27 Ownership of Documents/Deliverables

- A. All contracts and subcontracts for the preparation of reports, studies, plans, drawings, Specifications, or other data entered into by the Contractor for a project shall provide that all such documents, in electronic form, facsimile or hard-copy and the respective rights obtained by virtue of such subcontracts shall be considered Work Product and become the property of Prince William Water.
- B. All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, Drawings, surveys, maps, models, photographs, Specifications, and all other data pertaining to or prepared for Prince William Water or furnished by the Contractor pursuant to this Agreement or any Work shall be and shall remain at all times, throughout the life of the Contract and thereafter, the property of Prince William Water, whether the project for which they are made is completed or not, and shall be delivered by the Contractor to Prince William Water within ten (10) calendar days after receipt of written notice requesting delivery of said documents.
- C. The Contractor shall have the right to keep one (1) record set of the documents upon completion of the Work; however, in no event shall the Contractor use or permit to be used, any of the documents without Prince William Water's written authorization.
- D. Any reuse of such documents by Prince William Water without the written verification or adaptation by the Contractor for the specific purpose intended will be at Prince William Water's sole risk.
- E. At the conclusion of its Work and before final payment, or from time to time as may be required by Prince William Water, the Contractor shall release and deliver to Prince William Water any and all such originals, provided, however, that the Contractor may, with Prince William Water's approval, reproduce such originals for the purpose of the Contractor's record file of the Work. The Contractor shall not sell, copy, or reuse any Drawings in total or in part for any other project, except with the prior written permission of Prince William Water.

- F. Except as otherwise agreed and documented with respect to Prince William Water's Materials and Work Product or Works Made for Hire, Contractor shall retain all right, title and interest, including all Contractor Intellectual Property Rights, in and to the Contractor Material.
- G. Any of the Contractor's Intellectual Property incorporated into or delivered to Prince William Water as Work Product or Works Made for Hire shall be licensed to Prince William Water without additional cost for reasonable use in the course of its business.

4.28 Authorized Workforce Documentation (E-Verify)

Within five (5) Days from notice of award of the Contract, the Contractor may be required to submit to the Procurement Officer documentation that each employee, worker, and all Subcontractors or employees and workers are authorized to work within the United States. This documentation must include appropriate eligibility information from the U. S. Citizenship and Immigration Services E-Verify website.

4.29 Material Breach

If the Contractor at any time determines Prince William Water to be in material breach of this Agreement, the Contractor shall follow provisions outlined in Section 4.13. E.1.

4.30 Right to Require Performance

The failure of Prince William Water at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of Prince William Water thereafter to enforce same nor shall waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

4.31 Waiver

- A. No Oral Waivers. The parties may waive this Agreement only by writing executed by the party or parties against whom the waiver is sought to be enforced.
- B. Effect of Failure, Delay or Course of Dealing. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
- C. Each Waiver for a Specific Purpose. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

4.32 Prince William Water's Responsibilities

- A. Assist the Contractor by placing at its disposal all reasonably available information as may be requested in writing by the Contractor and allow reasonable access to all pertinent information relating to the services to be performed by the Contractor. Contractor shall use and rely on such information for informational purposes only and shall carefully review, analyze, and verify the contents and suitability of the information before proceeding with the Work.
- B. Furnish to the Contractor, at the Contractor's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Contractor.
- C. Arrange for access to and make all reasonable provisions for the Contractor to enter upon Prince William Water's public property as required for the Contractor to perform services.
- D. In the event that Contractor believes Prince William Water is not reasonably complying with the requirements of the Sections above, Contractor shall immediately provide written notice of such non-compliance to Prince William Water.
- E. Prince William Water reserves the right to use either directly, or through assignment to another entity, any Subcontractor of the Contractor to perform work outside of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, as required and as deemed appropriate by Prince William Water.

4.33 Avoidance of Conflicts of Interest

- A. The Contractor agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Contractor's Work for Prince William Water. The Contractor shall conscientiously avoid a conflict of interest with regard to work for Prince William Water, but when unavoidable, the Contractor shall take the following action:
 - 1. Disclose in writing to Prince William Water the full circumstances as to possible conflict of interest;
 - 2. Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to Prince William Water; and
 - 3. Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of Prince William Water.
- B. The Contractor shall promptly inform Prince William Water of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to Prince William Water.
- C. The Contractor shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.

- D. The Contractor shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with Prince William Water in connection with Work for which they are responsible.
- E. The Contractor and its employees shall be bound by the provisions of Prince William Water Code of Ethics provided in Prince William Water's Procurement and Contract Management Regulations, as may be amended from time to time, which standards shall by this reference be made a part of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement as though set forth in full.
- F. The Contractor agrees to incorporate the provisions of this Section into any subcontract.

4.34 Deleted.

4.35 Insurance

- A. The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to Prince William Water.
- B. The Contractor shall comply with the insurance requirements set forth in Section 4.36 below.
- 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.
- D. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from Contractor's action, omission, commission, or operation of the Contractor under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, or in connection in any way whatsoever with the contracted work.

4.36 Insurance Limits of Liability

A Certificate of Insurance with limits as specified in EXHIBIT C shall be required at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the amounts shown in EXHIBIT C or greater where required by law.

4.37 Additional Insurance Terms and Conditions

- A. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
- B. The Contractor shall provide insurance issued by companies admitted or authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

- C. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with Prince William Water's Procurement Department before any work is started.
- D. The Contractor shall obtain and retain copies of insurance policies of its Subcontractors, which Contractor shall make available to Prince William Water on demand. The Contractor may redact certain confidential information, provided such redaction will not impact Prince William Water's ability to understand the insurance coverage terms. The Contractor shall remain responsible under this Agreement for acts and omissions of its Subcontractors. The Contractor shall ensure the same terms and conditions are conveyed to all Subcontractors, to include all insurance requirements and limits described in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- E. In the event of a claim the Contractor will provide on demand, copies of all insurance coverage on behalf of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement within ten (10) days of demand by Prince William Water. These copies will be sent to Prince William Water from the Contractor's insurance agent or representative. The Contractor may redact certain provisions that it deems to contain confidential information, provided such redaction will not impact Prince William Water's ability to understand the coverage terms.
- F. The Contractor shall furnish a new certificate prior to any expiration or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to Prince William Water's Procurement Department.
- G. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) days of written notice at time during the contract term, Prince William Water shall have the absolute right to terminate this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement without any further obligation to the Contractor, and the Contractor shall be liable to Prince William Water for the entire additional cost of procuring the incomplete portion of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement at time of termination.
- H. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this Section or under any other Section or provisions of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- I. Contractual and other liability insurance provided under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement shall not contain a supervision, inspection, or services exclusion that would preclude Prince William Water from supervising and/or inspecting the project as to the end result. The Contractor shall

assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractor.

- J. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and Prince William Water. The Contractor shall be as fully responsible to Prince William Water for the acts and omissions of its Subcontractor and of person employed by them as it is for acts and omissions of persons directly employed by it.
- K. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- L. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- M. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to Prince William Water's Procurement Department, may be considered.
- N. The provisions of this Section shall survive termination, cancellation and expiration of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

4.38 Representative of Prince William Water and Contractor

- A. Prince William Water's Administrative Contracting Officer (ACO) designates Prince William Water's Contracting Officer Representative (COR), as the person to whom all communications pertaining to the Day-to-Day conduct of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement shall be addressed.
- B. The Contractor appoints the Contractor Project Manager, as specified in this Agreement, as the Contractor's Representative to whom all communications pertaining to the Day-to-Day action of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement shall be addressed.

4.39 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement shall be predicated upon any prior representations or agreements whether oral or written.

4.40 Contractor's Responsibilities

- A. The Contractor shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement which as a matter of law are applicable to or which affect the procedures of the Contractor.
- B. The obligation of the Contractor to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.
- C. The Contractor shall employ fully qualified, skilled and properly trained personnel capable of performing the required Work as identified herein. The Contractor is responsible for the conduct of all personnel, including Subcontractors, while on the jobsite. The Contractor is responsible for the actions and interactions of its employees and Subcontractors with Prince William Water staff, its customers, suppliers and Contractors. The Contractor shall ensure that its employees and Subcontractors behave professionally and consistent with Prince William Water's vision and values in all Work performed on its behalf. Prince William Water reserves the right to reject Contractor's personnel that Prince William Water determines, in its sole discretion, to be unqualified to perform the Work or for improper behavior during Work performance. Prince William Water further reserves the right to request that Contractor replace any worker deemed unsuitable by Prince William Water.
- D. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as exercised by members of the same profession currently practicing under similar circumstances.

If at any time during the term of any contract for which the Contractor has provided work, it is determined that the Contractor's Deliverables, Work Product or services fail to conform to the above standard of care for the Work, upon written notice from Prince William Water, the Contractor shall immediately proceed to correct the Work, re-perform the Work which fail to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said Work.

Prince William Water's rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, equity or otherwise.

- E. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- F. Any and all Drawings, plans, Specifications, or other construction documents or Deliverables prepared by the Contractor shall conform to the standard of care in Section 4.40.C above. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by Prince William Water.

- G. Information provided by Prince William Water is for informational purposes only. The Contractor shall be responsible to validate, or field verify key information as specified in each Project Agreement. When documenting in reports or technical memoranda, the Contractor shall identify the data used and whether it has or has not been validated or field verified. The Contractor shall identify data requirements that would improve the accuracy of recommendations and cost estimate of the Work, when data used has not been validated or field verified. The Contractor shall sign and execute Prince William Water’s Data Usage Agreement, a Prince William Water’s document outlining Prince William Water’s processes, procedures and policies regarding Prince William Water data.
- H. Contractor shall provide [seven (7) copies] of any written studies furnished under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement in a format acceptable to Prince William Water.
- I. Key Personnel: Prior to the execution of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, and prior to the commencement of any work under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, the Contractor shall submit a listing of all Key Personnel expected to be assigned to Work under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement. All employees of the Contractor performing Work under this Agreement must be legally documented employees of the Contractor and paid under the Contractor’s Federal tax identification number.
- J. The Contractor shall not add, remove or reassign the Contractor’s Key Personnel, as defined herein, from performance or positions in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement without written approval from Prince William Water.
- K. In addition, the Contractor shall submit a formal written request to Prince William Water prior to adding, removing and/or reassigning Contractor personnel as specified below.
- L. Contractor shall submit a formal written request to Prince William Water no later than fifteen (15) Days prior to the addition, removal and/or reassignment of Key Personnel. The Contractor shall add, remove or reassign such Key Personnel only after receiving approval in the form of a written modification from Prince William Water. Replacement Personnel shall have equal quality professional experience and expertise to perform the services, subject to Prince William Water approval.
- O. Key Personnel are defined, as those individuals assigned as follows:

Name	Function/Title

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- P. The Contractor shall designate a Contractor's Project Manager (designated as Key Personnel in Section 4.40.O) subject to Prince William Water's approval. So long as the Project Manager performs in a manner acceptable to Prince William Water and remains in Contractor's employment, the Contractor shall comply with the requirements above.
- Q. Project Team: Prior to the execution of this Agreement, and prior to the commencement of any Contractor Services under this Agreement, the Contractor shall submit a list of all Project Team personnel expected to be assigned to perform Contractor Services under this Agreement for Prince William Water's review and approval. All employees of the Contractor performing Work under this Agreement must be legally documented employees of the Contractor and paid under the Contractor's Federal tax identification number. The Contractor shall not add, remove, or reassign the Project Team personnel, as defined herein, from performance or positions in this Agreement without approval of Prince William Water. The replacement of Project Team members that are not Key Personnel does not require prior approval by Prince William Water. The Contractor shall provide Project Team members who are fully qualified for their work and shall only replace them with equally qualified people.
- R. All Contractor personnel assigned to the Work are subject to approval by Prince William Water prior to performing any Work. The Contractor shall immediately replace any proposed Contractor personnel not approved by Prince William Water with personnel acceptable to Prince William Water and Prince William Water shall not be responsible for any payment for Work performed by Contractor personnel not approved by Prince William Water prior to commencement of such performance. The Contractor shall remove any Contractor personnel from performing any Work if requested by Prince William Water which notice shall be at Prince William Water's sole discretion. The Contractor shall provide resumes and other supporting documentation, if requested by Prince William Water, for any Contractor personnel proposed to do Work or currently working on Prince William Water Work. All subsequent Task Orders shall use only Prince William Water approved Authorized Personnel listed in the Agreement.
- S. In performance of Work (including labor work of Contractor employees and/or Subcontractors) under this Agreement outside of the United States is strictly prohibited unless requested in writing by the Contractor and approved in advance in writing by Prince William Water General Manager or his designee.
1. Upon approval, Prince William Water and Contractor shall negotiate and agree upon applicable compensation (labor rate limits and Multiplier factor) prior to any Work being performed outside the United States under this Contract.
 2. The Contractor shall provide to Prince William Water for its approval, any and all security measures proposed to preserve Prince William Water's assets in performance of the Work.

- T. The Contractor shall perform the required services in fulfilling the Work requirements and shall notify Prince William Water in advance of performing any Work activities beyond the scope of the work requirements.
- U. The Contractor is responsible for reviewing all tasks to ensure best available technology is being used for best results/outcomes.
- V. Contractor covenants that the services provided by it hereunder will be of the highest professional quality and conform to all generally accepted practices governing the design and development of software of the same general nature and complexity.
- W. The Contractor further covenants that Contractor shall not knowingly introduce through any means, any virus, worm, malware ransomware, trap, trap door, back door, or any contaminant or disabling devices, including, but not limited to, timer, clock, counter, or other limiting codes, commands, or instructions intended to damage or disable (“Harmful Code”) the software or any Prince William Water data or other intellectual property used by Prince William Water. In the event Contractor introduces such Harmful Code, Contractor shall immediately, and at Contractor’s sole expense, replace and install all copies of the software containing the Harmful Code.
- X. Notwithstanding anything else contained in this Agreement, the covenants and warranties in paragraph 4.40.V and 4.40.W shall be deemed to be a warranty for current and future performance and shall continue until and for so long as Contractor is engaged to provide services to Prince William Water with respect to the software developed hereunder, including the maintenance and enhancement thereof.
- Y. The Contractor has access to all materials, equipment and labor necessary to complete the Work within the Contract Times.

4.41 Certifications of Wage Rates

Signature of this Agreement by the Contractor certifies that the wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should Prince William Water determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. Prince William Water shall exercise its rights under this clause within three (3) years following final payment.

4.42 Notices

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the

provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

<u>For Contractor</u>	<u>With Copy to</u>
<u>For Prince William Water</u> Attn: Procurement Department 4 County Complex Court Woodbridge, VA 22192	<u>With Copy to</u> Bean Kinney & Korman PC Attn: Mr. Mark Viani 2311 Wilson Blvd., Suite 500 Arlington, VA 22201

4.43 Confidentiality

- A. Prince William Water is a public entity and, as such is subject to and supports the provisions of the Virginia Freedom of Information Act (“Virginia FOIA”) and VPPA Section 2.2-4342, Public Inspection of Certain Records.
- B. Except as provided in the VPPA Section 2.2-4300 et seq., all proceedings, records, contracts and other public records relating to Prince William Water’s procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with Virginia FOIA.
- C. The Contractor may seek protection from disclosure of its trade secrets or proprietary information submitted to Prince William Water in connection with this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, the procurement of the same, and its services hereunder; provided, however, that the Contractor must:
 - 1. Invoke the protections of VPPA Section 2.2-4342(F) prior to or upon submission of the data or other materials;
 - 2. Identify the data or other materials to be protected, and
 - 3. State the reasons why the protection is necessary.
- D. If Contractor, when submitting materials to Prince William Water, requests that those materials not be disclosed under applicable law, Prince William Water consequently denies a request for the disclosure of such materials based on the Contractor’s request, and Prince William Water’s denial of the request for disclosure is challenged in court, the Contractor shall indemnify, hold harmless and defend Prince William Water, its officers, directors and employees from any and all costs, damages, fees and penalties (including but not limited to any attorneys’ fees and other costs related to the litigation) relating thereto.

- E. Prince William Water shall determine whether materials submitted by the Contractor are subject to disclosure in Prince William Water's sole discretion, and Prince William Water shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure.
- F. Prince William Water, its officers, directors and employees shall have no liability to the Contractor for such disclosure of materials provided by the Contractor.
- G. Prince William Water reserves the right to seek an opinion of the Attorney General of Virginia as guidance on matters regarding the disclosure of materials submitted by the Contractor and the applicability of Virginia FOIA, VPPA and this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, with all such costs and expenses of doing so being at the sole expense of the Contractor.
- H. Confidential Information means with respect to Prince William Water, all business and technical information of Prince William Water provided to Contractor in performance of the Work which are not subject to disclosure under Virginia FOIA or the VPPA, and with respect to Contractor, all business and technical information of Contractor provided to Prince William Water in connection with the performance of the Work including the Intellectual Property Rights which are designated as Confidential Information and are not subject to disclosure under Virginia FOIA or the VPPA.
- I. The parties shall:
 - 1. Keep, and not disclose to any third parties, any Confidential Information of the other party;
 - 2. Maintain and use the Confidential Information of one another only for the purposes of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement and only as permitted herein;
 - 3. Only make copies of the Confidential Information as specifically authorized by the disclosing party and with the same confidential or proprietary notices as are on the original;
 - 4. Restrict access and disclosure of Confidential Information to their employees or agents who have a "need to know"; and,
 - 5. Use commercially reasonable efforts, which shall be no less stringent than those efforts that each party uses to protect its own Confidential Information, to prevent the other's Confidential Information from being disclosed or used in violation of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement; provided, however, that Contractor may disclose Prince William Water's Confidential Information to its Subcontractors who are involved in performing any Services on behalf of Contractor, have a need to know such Confidential Information in order to

carry out their responsibilities and have included this confidentiality clause in their contract with the Contractor.

- J. The parties shall return or destroy all Confidential Information of the other party upon termination of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement or upon written request of the other party.
- K. Notwithstanding the forgoing, if a receiving party becomes legally compelled to disclose any of the Confidential Information of the disclosing party, the receiving party shall provide the disclosing party with prompt written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the provisions of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- L. If such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, the receiving party shall:
 - 1. Furnish only that portion of the Confidential Information of the disclosing party that, upon the advice of legal counsel, is legally required to disclose, and
 - 2. Exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.
- M. In the event of a breach or threatened breach of this Section the parties recognize that money damages shall not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, the parties shall be entitled to seek an injunction, or other equitable relief or remedies, against such breach without necessity of posting bond or security, which is waived.
- N. The Contractor shall not divulge any confidential, proprietary, draft or for official use only information (including portions of materials) concerning the Project(s) or provided to it by the Owner or any of the Owner's employees, consultants, contractors or agents, to anyone (including, for example, information on applications for permits, variances, and so forth) without the Owner's written consent, which may be given or withheld in the Owner's sole and unfettered discretion. The Owner shall designate such information as "Confidential", "Proprietary", "Draft", or "For Official Use Only". The Contractor shall obtain similar assurances from all those persons (including its employees or independent contractors) or firms retained by the Contractor pursuant to this Agreement. The Contractor further acknowledges and agrees that substantial damage will accrue to the Owner if this nondisclosure provision is breached by the Contractor or anyone for whom it is responsible, and therefore the Contractor agrees to pay any and all actual damages, costs or losses suffered by the Owner in the event there is a breach of this provision of this Agreement and to be subject to an injunction to enforce this provision. The Owner reserves the right to release any and all information relative to the Project, including, but not limited to, the time of release and the form and content hereof. This requirement shall survive the

termination or expiration of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

- O. The Contractor shall not include or disclose, or permit to be disclosed, any photographic, artistic, text, recorded or written testimonials or names or contact information for any of the Owner's personnel, or other reference to the Project or the Owner, or any materials received in connection with the Project, in any of its promotional marketing materials, studies, research, advocacy proposals, publications or social media. This requirement shall survive the termination or expiration of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- P. In its performance of Work under this Agreement and any applicable Task Order, if the Contractor is required to offer comments, opinions or testimonials on a specific subject matter related to the Work under this Agreement, under no circumstance shall the Contractor offer unsolicited written comments, opinions or testimonials other than what is specifically requested, or without the express written consent of Prince William Water. This requirement shall survive the termination or expiration of this Agreement.

4.44 Headings

Headings are for convenience of reference only and shall not be considered in any interpretation of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

4.45 Exhibits

Each Exhibit referred to in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement forms an essential part of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement. The Exhibits, if not physically attached, should be treated as part of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement and are incorporated by reference.

4.46 Counterparts

This Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

4.47 Words and Phrases

Where the words "required", "approved", "approval", "satisfactory", "determined", "acceptable", or words of like import are used in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, action by Prince William Water is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Contractor of its contractual responsibilities for performance of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

Wherever it is provided in the Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement that the Contractor shall perform certain work “at its own expense”, or “without charge”, or that certain work will not be paid for separately, such words mean that the Contractor shall not be entitled to any additional compensation from Prince William Water for such work.

4.48 Notice of Commencement/Notice to Proceed

Contractor shall not commence the Work until:

- A. All insurance to be furnished hereunder has been approved by Prince William Water; and,
- B. Contractor has received a Prince William Water Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of Prince William Water for Work under the Agreement.

4.49 Nonwaiver of Defaults (NOT USED)

4.50 Patent Indemnity

Subject to the limitations set forth in this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, the Contractor shall indemnify, save harmless and defend Prince William Water and Prince William Water officers, agents and employees (collectively “Prince William Water Indemnified Party”) from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys’ fees incident to any infringement of any patent or patents related in any manner to the subject matter of the Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement documents prepared by the Contractor; provided, however, that any Prince William Water Indemnified Party may, at its option, be represented in any such suits, actions or legal proceedings by attorneys of either party’s own selection at its own expense.

In case any deliverable, document or other Work Product produced by or recommended by Contractor as part of its services provided under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, is held to constitute infringement of any patent or patents and its use on or for Prince William Water’s project is enjoined, the Contractor shall, at its sole expense, either procure for Prince William Water the right to continue using the equipment, material, or facility that contains the infringement, replace the same with non-infringing equipment, material or facilities, or modify it so it becomes non-infringing.

The provisions of this Section shall survive termination, cancellation and expiration of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

4.51 Contractor’s Equipment and Facilities

- A. The Contractor’s and all [Subcontractors]’ equipment shall be maintained in safe and good working order for the particular operating conditions. Use of equipment not meeting these requirements shall be discontinued until repaired. Prince William Water reserves the right

to immediately direct the Contractor to discontinue the use of any substandard and/or unsafe equipment.

- B. As requested by Prince William Water, the Contractor shall, at its own expense, repair or replace any substandard equipment used in performance of the work under this Agreement.
- C. All commercial motor vehicles shall meet all U.S. Department of Transportation (DOT) and Virginia Department of Transportation (VDOT) requirements.

4.52 Use of Prince William Water's Equipment or Facilities

- A. Circumstances may arise where the Contractor requests Prince William Water to make available to the Contractor certain equipment or facilities belonging to Prince William Water for the performance of the Contractor's work under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.
- B. If Prince William Water agrees to such request, the equipment or facilities will be charged to the Contractor at agreed rental rates. Under such circumstances, the Contractor shall assure itself of the safety of such equipment before use and shall assume all risks and responsibilities in its use of the equipment.
- C. The Contractor hereby agrees to indemnify Prince William Water from any liabilities that may arise from the Contractor's use and upon its return to Prince William Water to establish its condition and substantiate whether or not any part of the equipment used by the Contractor has been overstressed or damaged in any way as a result of its use, other than ordinary wear and tear. The cost of repairs or replacement to correct such overstress damage resulting from such use shall be at the Contractor's expense.
- D. The provisions of this sub Section shall survive termination, cancellation and expiration of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

4.53 Contractor's Security Responsibilities

- A. The Contractor shall at all times conduct its operations under the Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or other means to any property and/or documents. The Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of a loss, theft, or damage of its property or that of Prince William Water.
- B. The Contractor shall comply with all applicable laws and regulations. The Contractor shall cooperate with Prince William Water on all security matters and shall promptly comply with any project security requirements established by Prince William Water.
- C. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be

construed as limiting in any manner the Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

- D. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft, or vandalism and shall furnish these reports to Prince William Water within six (6) hours of becoming aware of the incident.
- E. Representatives and employees of the Contractor must enter Prince William Water property through an entrance designated by Prince William Water, and must adhere to all security rules and regulations, and Contractor agrees to comply and cause compliance by its Subcontractors therewith.
- F. The Contractor may obtain authorization for trucks and other vehicles to enter Prince William Water's property subject to compliance with Prince William Water's rules and regulations.
- G. Prince William Water will accept no responsibility for replacement of, protection to, or policing of, the Contractor's equipment, tools or materials which are furnished or used in its work at Prince William Water's property.
- H. The Contractor shall conduct, or has conducted, a criminal background check at its own expense on each of its employees engaged in performing Work under this Contract prior to the commencement of such services. No Contractor employee shall be eligible to perform Work for Prince William Water if he or she, to the Contractor's knowledge, (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary, robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or (2) has been convicted of any sex, weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation, extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use.
- I. The Contractor also agrees that all of its contracts or other agreements with Subcontractors and vendors shall prohibit the Subcontractors and vendors from assigning any employee providing services for the performance of Work for this Agreement without first performing or obtaining a criminal background check on such employee.
- J. In addition, the Contractor shall not tolerate any inappropriate behavior on Prince William Water's public property and shall immediately remove from the property any Contractor personnel who is found to be engaging in any inappropriate behavior.

4.54 Damage of Property

The Contractor shall replace any lost or stolen property, repair any damage of whatever kind or character, whether publicly or privately owned, including the property of Prince William Water, to the extent caused by its operations (including its Subcontractors).

The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

4.55 Inspection of Work

Prince William Water shall at any and all times have access to the Work being performed under this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, and all aspects thereof and to the premises affected thereby, for inspection purposes including the utilization at Prince William Water's expense of third-party inspectors, and the Contractor shall provide proper facilities for such access and inspection.

4.56 Cooperation

Prince William Water or other parties may perform work, including the normal operations of Prince William Water, in the vicinity of or on the premises affected by this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, and the Contractor's work or use of certain facilities may be interfered with as a result of such concurrent activities. Prince William Water reserves the right to require the Contractor to schedule the order of performance of its work in such a manner as will minimize interference with the work of any of the parties involved and the Contractor acknowledges that such interferences will not constitute cause for additional compensation to the Contractor.

4.57 Progress

- A. If requested by Prince William Water's Contracting Officer Representative (COR), prior to commencement of the Work, the Contractor shall prepare and submit to Prince William Water for approval, a progress schedule indicating the proposed dates for the starting of and completion of the various parts of the Work outlined herein.
- B. The Contractor shall give Prince William Water full information in advance as to its plans for performing each part of its Work. If at any time the Contractor's progress is inadequate to meet the requirements of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Subject Agreement, Prince William Water may so notify the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by Prince William Water, the Contractor does not improve performance to meet the currently approved Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement Schedule, Prince William Water may require an increase in the Contractor's labor force, the number of shifts, overtime operations or additional Days of work per week. Neither such notice by Prince William Water nor Prince William Water's failure to issue such notice shall relieve the Contractor of its obligations to achieve the quality of work and rate of progress required by this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

- C. Failure of the Contractor to comply with Prince William Water’s instructions may be grounds for termination, in accordance with the applicable provisions of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement.

4.58 Assignment Upon Termination

The Contractor Work Product shall become the property of Prince William Water upon payment for services performed, as they are performed and the Contractor shall within ten (10) working Days of receipt of written direction from Prince William Water, delivery to either Prince William Water or its authorized designee, all Work Product in its possession, including but not limited to, designs, Specifications, Drawings, studies, reports and all other documents and data in the possession of the Contractor pertaining to such Project Agreement. Upon Prince William Water’s request, the Contractor shall additionally assign its rights, title and interest under any [Subcontractor]’s agreements to Prince William Water.

4.59 Order of Precedence

In the event of an inconsistency between provisions of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, the inconsistency shall be resolved in the following order:

- A. Change Order
- B. Agreement
- C. Addendum/Addenda
- D. Solicitation
- E.
- F.

4.60 Severability

If any term or provision of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Fabrication and Installation Services for Fluidized Bed Incinerator (FBI) Spares Agreement shall be deemed valid and enforceable to the extent permitted by law.

EXHIBIT A SCOPE OF WORK

EXHIBIT B COMPENSATION AND LABOR COSTS

EXHIBIT C REQUIRED INSURANCE LIMITS

Insurance Coverages and Limits:

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	\$2,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4	Umbrella or excess liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Prince William Water named as additional insured on General Liability Policies (This coverage is primary to all other coverage the Prince William Water may possess.)	
6.	Cancellation notice in accordance with policy provisions required.	
7.	Best's Guide Rating	A-:VII or Better, or Equiv.
8.	The Certificate must state Contract No. SA 2620	

EXHIBIT D INVOICING PROCEDURES

- A. Invoices (or Applications for Payment) must contain sufficient information for Prince William Water to verify that the work was performed in accordance with this Contract. Prince William Water requires that the following information be included in the invoice (or must be in the form of a report which must accompany the invoice) and contain the following information:
 - 1. Contract Title and Contract Number, Purchase Order Number;
 - 2. Dates services were provided;
 - 3. Summary of deliverables or work achieved during the specified billing period including, for unit price work, details of quantities and prices, for lump sum work, details of the work performed in accordance with the schedule of values;
 - 4. Proper documentation to support payment of non-schedule work/items not included in the Contract to include payroll records, and invoices for all materials, supplies, and services, purchased or leased, in performance of the work; and,
 - 5. Written Proof of acceptance of the work and/or deliverable by Prince William Water.

- B. Prior to work performed under this Contract, Contractor shall submit for Prince William Water’s approval a sample invoice and/or Contract Status Report. Prince William Water reserves the right to withhold invoice payment until sufficient documentation is provided.

- C. All invoices will be paid within the time specified by the Contract unless any items thereon are questioned, in which event payment will be withheld for those items pending verification of the amount and the validity of the claim.

- D. Contractor acknowledges that Prince William Water’s Procurement and Contract Management Regulations are applicable to the Agreement.

Invoices shall be forwarded to:

By Mail	Physical Delivery
Prince William Water Attn: Accounts Payable P.O. Box 2266 Woodbridge, VA 22195	Prince William Water Attn: Accounts Payable 4 County Complex Court Woodbridge, VA 22192
Or (Electronically, via email): accountspayable@pwwater.org	

- E. Monthly Status Reporting for Projects Exceeding 90 Days Duration: In addition to and separate from the Invoice/Application for Payment documentation, the Contractor shall provide Prince William Water’s General Manager or his designee, with a written Monthly Report detailing the status of ALL ongoing work tasked to and performed by the Contractor and the Contractor’s Subcontractor. At a minimum the Monthly Report shall include the following information:

1. Contract number and Purchase Order number.
 2. Name and title of Project.
 3. A description of the Work performed.
 4. Budget of hours and dollars for hourly rate work (if applicable).
 5. Budget of dollars for Lump Sum (if applicable).
 6. Notice of any issues that could affect project completion schedule, quality or price (if applicable).
 7. Cost and hours incurred to date for hourly rate work (if applicable).
 8. Percent/deliverable completion to date for Lump Sum (if applicable).
 9. Estimated cost and hours to complete for hourly work (if applicable).
 10. Estimated percent/deliverables to complete for Lump Sum (if applicable).
 11. Total of all previous Invoices.
 12. Budget and schedule analysis.
 13. Projected completion date.
- F. The Status Report may accompany the Invoice or Application for Payment, as supporting documentation.

EXHIBIT E SUBCONTRACTORS LIST

EXHIBIT F OTHER

ATTACHMENT H EXHIBITS

Exhibit A-1: Existing FBI Ductwork and HEX by CDM Smith, 2015

Exhibit A-2: Excerpt from Original FBI Specification, 1992e

Exhibit A-3: FBI Heat and Mass Balance Schematic and Calculations performed by Infilco Degremont Inc., 2016

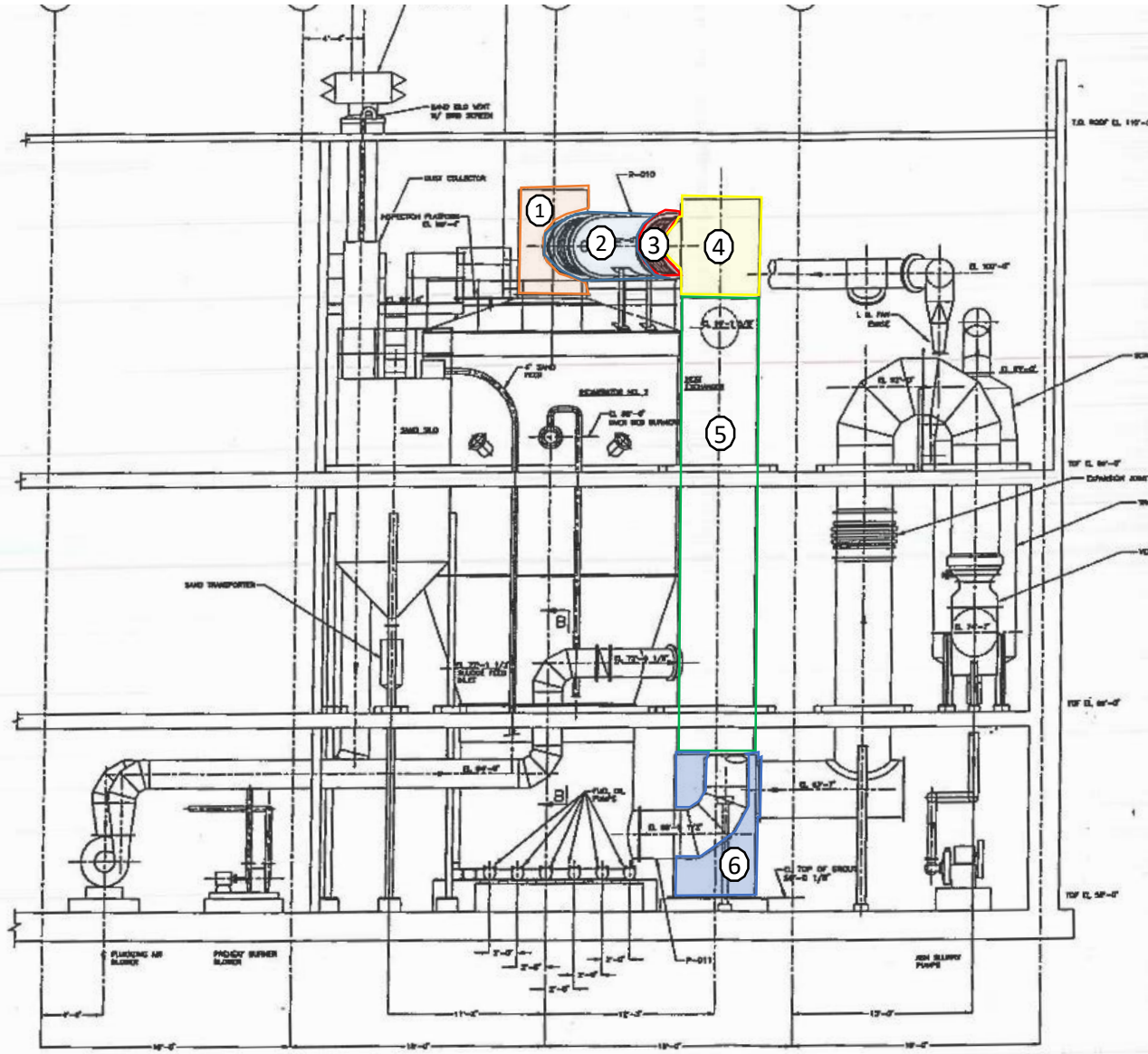
Exhibit A-4: HEX General Arrangement

EXHIBIT A-1

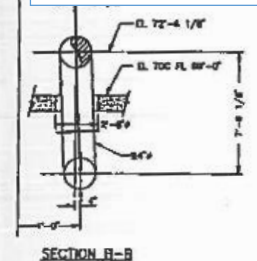
**FBI DUCT RFP ATTACHMENTS WITH HEX
11X17**

RFP Refractory Lined Ductwork - South Elevation

Exhibit A, p.1 of 3



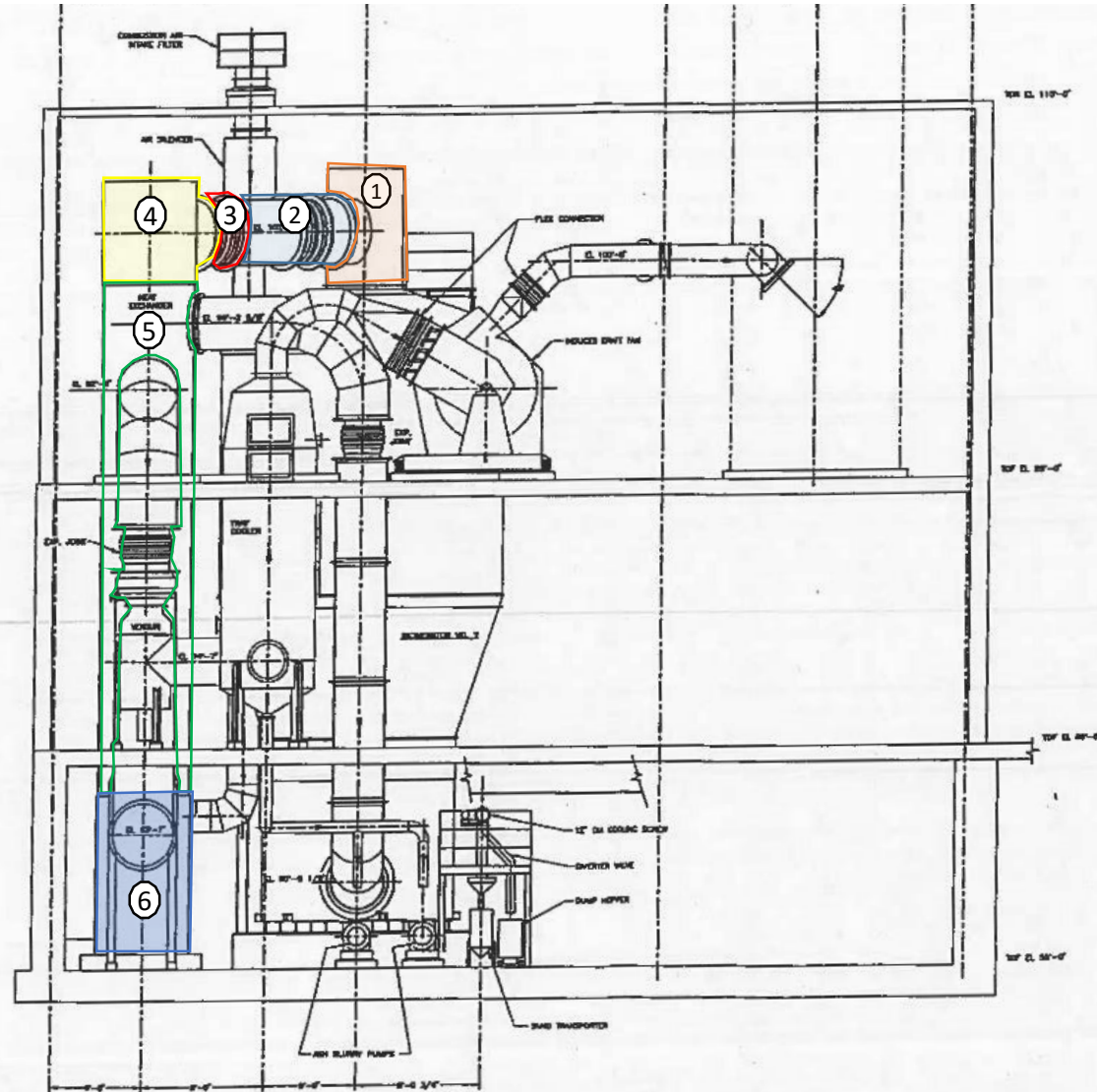
- 1 FBI Upper Plenum
- 2 Crossover Duct (Expansion Joint was removed)
- 3 Expansion Joint 2 (Crossover Duct to Upper Plenum)
- 4 Upper Plenum
- 5 Heat Exchanger (not in RFP)
- 6 Heat Exchanger Lower Plenum



ELEVATION "A-A"
(REF. DWG. P-001)

7					
6					
5					
4					
3					
2					
1	REVIEW	HEAT EXCH. DIV.	DCI		
DATE	NO.	REVISIONS	BY	DATE	BY
APPROVED	CHECKED	DATE	DATE	DATE	DATE
K. J. WYPOWOLICH	K. J. V.	8/4/93	8/4/93	8/4/93	8/4/93
SCALE	SCALE				
9/31	1/4" = 1'-0"				
				DRAWING NO. P-005 REV. 1	
HANKIN FLUID BED INCINERATOR 16'-0" DIA FREESCARD GENERAL ARRANGEMENT ELEVATION "A-A"					
PRINCE WILLIAM COUNTY SERVICE AUTHORITY K. L. MOONEY WITH EXPANSION AND UPDATING PHASE 1 INCINERATOR NO. 2					
13547-08A					

RFP Refractory Lined Ductwork - East Elevation



- 1 FBI Upper Plenum
- 2 Crossover Duct (Expansion Joint was removed)
- 3 Expansion Joint 2 (Crossover Duct to Upper Plenum)
- 4 Upper Plenum
- 5 Heat Exchanger (not in RFP)
- 6 Heat Exchanger Lower Plenum

ELEVATION "B - B"

(FROM DWG. P-001)

7					
6					
5					
4					
3					
2					
1					
DATE	NO.	REVISIONS	BY	DATE	REVISIONS
8/19/93		REVISE RFP DUCT EXPANSION JOINTS	W. V. CHASE III	1/29/93	
APPROVED	DESIGNED	CHECKED	DRAWN	DATE	REV.
K. J. WOODRUGH	K. J. V.	K. J. V.	W. V. CHASE III		
CONTRACT	NO.	NO.	NO.	NO.	NO.

Hankin
Environmental Systems, Inc.

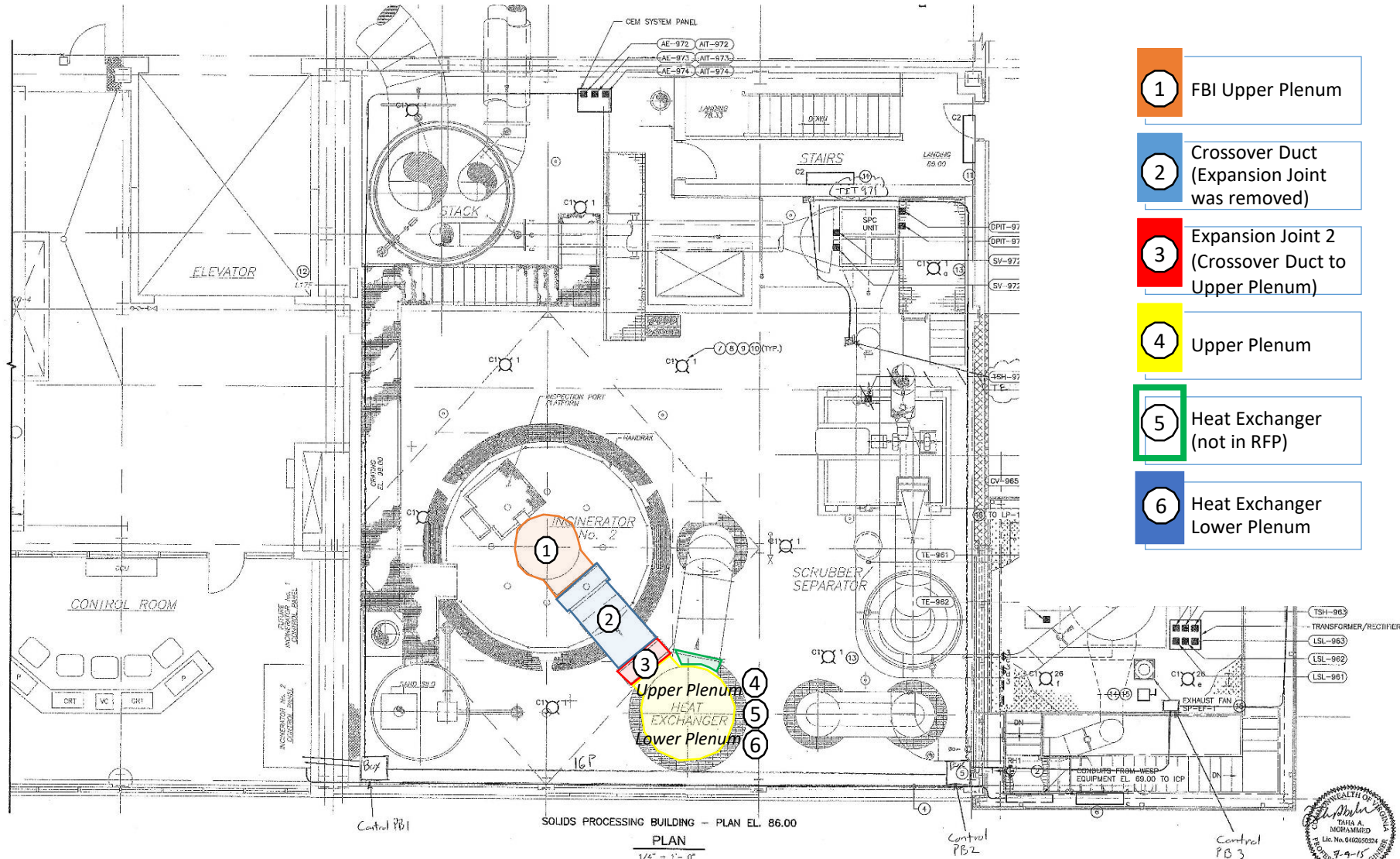
HANKIN FLUID BED INCINERATOR
18"-Ø DIA. FREEBOARD
GENERAL ARRANGEMENT
ELEVATION "B-B"

PRICE WILLIAM COUNTY SERVICE AUTHORITY
H. L. MOONEY WATER EXPANSION AND UPGRADE
PHASE 1
DRAWING NO. 2
P-006 2

RFP Refractory Lined Ductwork - Plan View

Exhibit A-1, p. 3 of 3

69.00.
 DIM OF LUMINAIRE AT
 FOR MAINTENANCE
 WAY.
 IN THE INCINERATOR
 NT MOUNT AND



- 1 FBI Upper Plenum
- 2 Crossover Duct (Expansion Joint was removed)
- 3 Expansion Joint 2 (Crossover Duct to Upper Plenum)
- 4 Upper Plenum
- 5 Heat Exchanger (not in RFP)
- 6 Heat Exchanger Lower Plenum

REV.	DATE	BY	CHKD	REMARKS

DESIGNED BY: C. MARTORANI
 DRAWN BY: M. SADE
 SHEET CHECKED BY: R. MASSI/CC
 CROSS CHECKED BY: V. FLANSKY
 APPROVED BY: T. MOHAMMED
 DATE: JULY 2015

CDM Smith
 3301 Jefferson Road, Suite 400
 Fairfax, VA 22031
 Tel: (703) 691-9200

PRINCE WILLIAM COUNTY SERVICE AUTHORITY
 H.L. MOONEY ADVANCED WATER RECLAMATION FACILITY
 FLUIDIZED BED INCINERATOR AIR
 POLLUTION CONTROL UPGRADES

SOLIDS PROCESSING BUILDING
 POWER AND LIGHTING PLAN EL. 86.00

PROJECT NO. 9257-100804
 FILE NAME: E0155HPLDW2
 SHEET NO.
M16-E-11

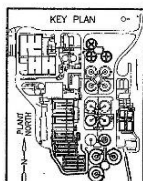


EXHIBIT A-2
EXCERPT FROM ORIGINAL
SPECIFICATIONS

2.10 DUCTS, DAMPERS AND EXPANSION JOINTS

All gas and air ducts required for the interconnection of the equipment shall be furnished and installed. Ductwork shall be furnished complete with hangers and supports, expansion joints, or vibration sleeves, as required, and refractory lining and thermal insulation, as required to prevent maximum average skin temperatures in excess of 190 degrees F.

All ductwork shall be fabricated by welded construction and shipped in convenient lengths to facilitate handling and assembling in their respective positions.

All hot gas and air ducts shall be constructed of refractory lined carbon steel ducts. Duct sections shall be joined by flanged and welded connections and shall incorporate expansion joints as required to maintain alignment between the equipment and to prevent excessive stresses from being transmitted to equipment as a result of temperature changes during operation.

Exhibit A-2, p. 2 of 4

All ductwork shall be supported to prevent vibration, sagging, or stresses.

Air piping shall be provided to draw atmospheric air into the fluidizing air blower and deliver controlled air into the reactor windbox. Additional air piping shall be provided to supply combustion air to the preheat burner and to the reactor burners.

2.11 INSULATION AND REFRACTORY

All refractory shall be rated in accordance with ASTM C-24-70 "Standard Method of Test for Pyrometer Cone Equivalent of Refractory Material."

A. Castable Refractory

Castable refractory materials shall conform to the latest edition of AS'1'M C-401-70.

Castable shall be mixed in an adequately powered paddle or mortar mixer. Sufficient mixing capacity shall be provided so that each batch of castable is properly mixed and that the volume of castable which can be produced is sufficient to eliminate cold joints in the work.

In cold weather (ambient lower than 60 degrees F), warm water (up to 120 degrees F) may be used to raise the temperature of the mix to between 60 to 75 degrees F. In hot weather (ambient higher than 90 degrees F), cold water or ice shall be used to reduce the mix to 60 to 75 degrees F to prevent premature setting. No solid ice particles should be present.

In general, all castable shall be mixed and placed at proper "ball-in-hand" consistency according to standard AS'1'M C-860. Some variation from this consistency will be permitted if required to ensure better flow or vibration characteristics, or the nature of the work. In no event shall the total amount of water added exceed that specified by the manufacturer without approval of the manufacturer.

Castable shall be placed quickly after mixing. In no case shall the time between mixing and placement exceed thirty (30) minutes, or fifteen (15) minutes in 90-degree F or hotter weather.

Forms and bulkheads shall not be stripped before at least 24 hours have elapsed from the placement of the last castable. A shorter time may be approved depending on the setting and hardening characteristics of the castable and providing it can be demonstrated that the removal of the forms will not result in damaged edges or an inferior product. All wood forms shall be coated with shellac, sodium silicate, vegetable oil, diesel oil or coated tape or tape such as duct tape. Forms may also be treated with form release oil in addition to above preparation for easy form removal. Forms that may require the use of masonite shall only be taped on the surface (for

Exhibit A-2, p. 3 of 4

waterproofing), which will come in contact with the castable. All forms to be checked for proper refractory thickness prior to pouring. Forming of flanges shall be set square to the inside diameter of the flange face.

B. Insulating Firebrick

All insulating firebrick (IFB) shall conform to the latest edition of ASTM C-155-70. All IFB linings shall be laid tight and shall be laid in bonded or ring construction. All IFB to be special ground to the shell diameter combinations of preformed standard shapes.

IFB lining may be laid up in either dipped or lightly mortared joints. The preferred method is to use dipped joints for all IFB linings.

All dipped joints shall be held to preferably 1/64-inch thickness, and the consistency of the mortar adjusted to suit. It is permissible to increase the thickness to approximately 1/16 inch if necessary, to allow for inequality in the brick. All IFB should be set in place by sliding and tapping the place with a rubber or wooden mallet. It is mandatory that all joints be completely filled and that all faces which are laid against installed brick are dipped or mortared as the case may be. In laying a closure brick in either a header or stretcher course, or brick in ring or arch, place mortar on the bricks already in place on both sides of the space to be closed, mortar the closer brick and tap into place. In no case may brick of less than 1/2 full size be used and all brick cuts must be sawed.

C. Block Insulation

All block insulation shall be installed so that it remains tight to the shell at all times, forming a continuous smooth insulation layer with snug joints. Joints are to be staggered, both horizontal and vertical. Small pieces of block insulation shall be avoided, but if used, they shall be smeared with adhesive to ensure that they do not become displaced during the pouring of castable.

CUt-outs for anchors and shelves, etc. shall be made in a neat and workmanlike manner with square edges. Any voids or gaps between the block insulation and the anchors, etc. shall be filled with ceramic fiber. Prior to pouring castable, all contacting block surfaces shall be waterproofed with a curing compound or visqueen.

D. Refractory Anchors

Refractory anchors shall be Type 304 55 placed on 9" centers for walls, 12" for floors, and 6" for overhead. Adjacent anchors shall be turned 90° from one another as viewed from the tip of the anchor. At all flanged surfaces, anchors shall be placed 3" from edge and zigzagged at approximately 30°. Anchor heights are to be checked prior to castable pours such that they are set 1" below the hot face surface.

Exhibit A-2, p. 4 of 4

E. Fireclay and High Alumina Refractory Brick

All fire clay and high alumina refractory brick shall be manufactured in accordance with ASTM c-27-70. All firebrick linings shall be laid tight and shall be laid in bonded or ring construction. All brick shall be standard shapes.

Brick lining may be laid up in either dipped or lightly mortared joints. The preferred method is to use dipped joints for all linings.

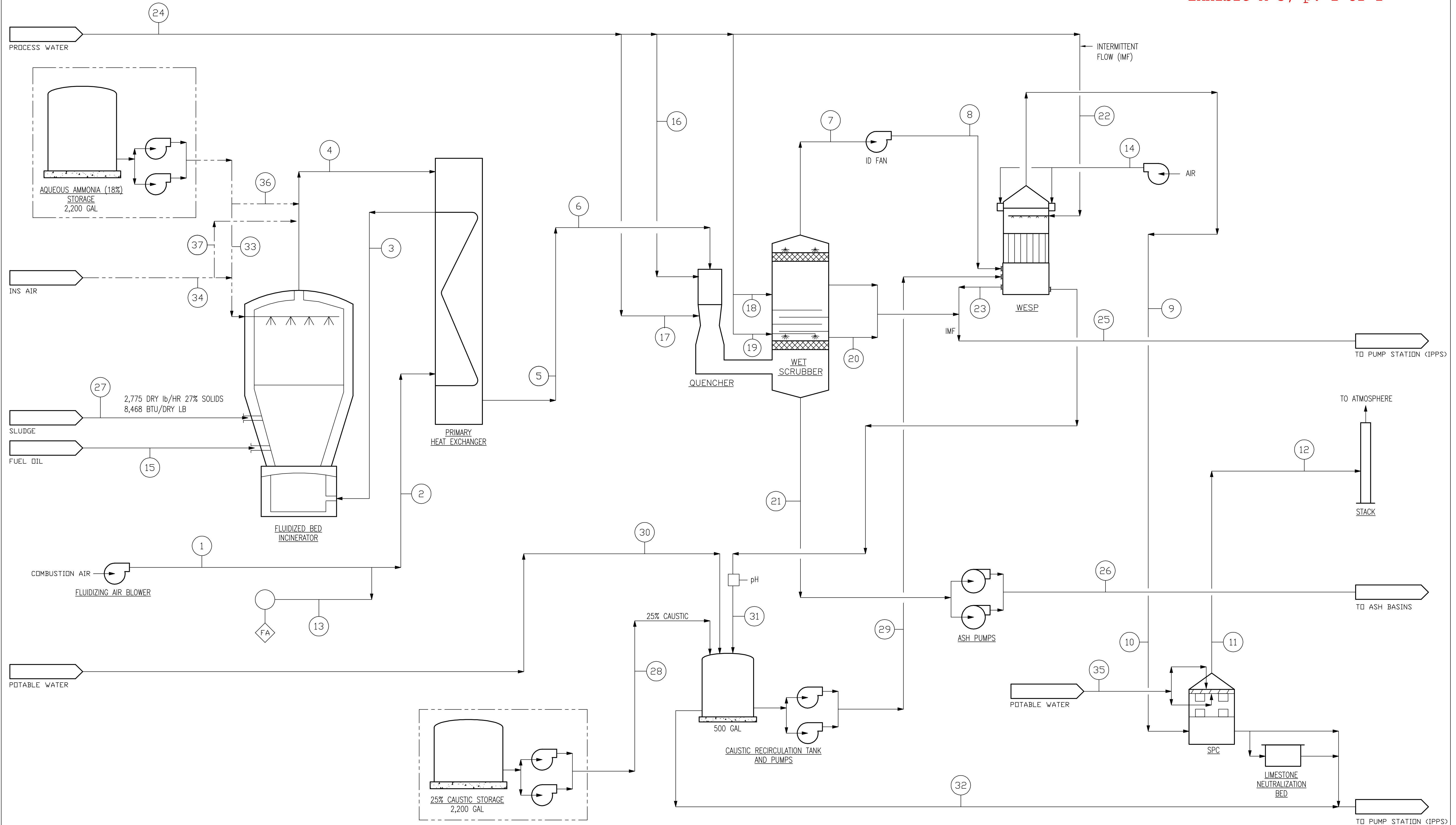
All dipped joints shall be held to preferably 1/64-inch thickness, and the consistency of the mortar adjusted to suit. It is permissible to increase the thickness to approximately 1/16 inch if necessary, to allow for inequality in the brick. All firebrick should be set in place by sliding and tapping the place with a rubber or wooden mallet. It is mandatory that all joints be completely filled and that all faces which are laid against installed brick are dipped or mortared as the case may be. In laying a closure brick in either a header or stretcher course, or brick in ring or arch, place mortar on the bricks already in place on both sides of the space to be closed, mortar the closer brick and tap into place. In no case may brick of less than 1/2 full size be used and all brick cuts must be sawed.

F. Duct Insulation

Duct insulation shall be castable refractory and shall conform to Section 13547, Paragraph 2.11.C.

EXHIBIT A-3

FBI HEAT AND MASS BALANCE 2016

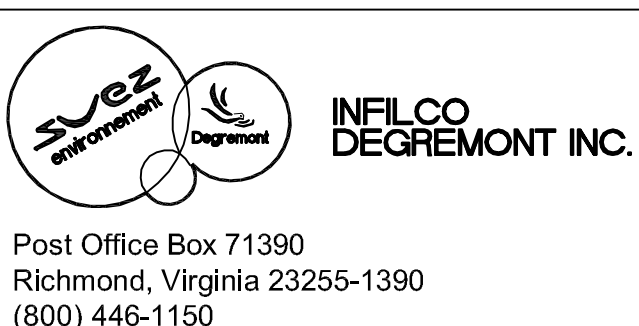


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REV	REVISION DESCRIPTION	DRAWN	CHECKED	APP	DATE
-	ORIGINAL ISSUE	AFS	NEN	GLC	8/23/16

REV	REVISION DESCRIPTION	DRAWN	CHECKED	APP	DATE
-	ORIGINAL ISSUE	AFS	NEN	GLC	8/23/16

PROJECT INFORMATION
 PRINCE WILLIAM COUNTY
 INCINERATOR - 6703180
 PWSCA - APC UPGRADES RFP



BY	DATE
AFS	8/23/16
NEN	8/23/16
GLC	8/23/16

H.L. MOONEY ADVANCED WATER RECLAMATION FACILITY
 PROCESS FLOW DIAGRAM
 FINAL PFD & MASSBALANCE

DO NOT SCALE
 SCALE NONE

SIZE: 15868 970 8500 005 01
 DWS: 15868 970 8500 005 01
 REV: -

SLUDGE CHARACTERISTICS	
WET FEED RATE (LB/HR)	10,278
DRY FEED RATE (LB/HR)	2,775
% SOLIDS	27
% VOLATILE SOLIDS	82
HHV VOLATILE (BTU/LB)	10,365
AUX FUEL	
NO. 2 FUEL OIL (BTU/GAL)	141,000
NATURAL GAS (BTU/CU.FT.)	1,000
NOTES	
DESIGN BASED ON 40% EXCESS AIR	
DESIGN AIR CONDITIONS	
TEMPERATURE (F)	100
RELATIVE HUMIDITY (%)	80
COMBUSTIBLE ANALYSIS	
CARBON %	59.98
HYDROGEN %	7.6
OXYGEN %	23.94
NITROGEN %	6.81
SULPHUR %	1.27
CHLORINE %	0.4
TOTAL	100

STREAM NO	1	2	3	4	5	6	7	8	9	10	11	12
Component	Air	Air	Air	Fluegas	Fluegas	Fluegas	Fluegas	Fluegas	Fluegas	Fluegas	Fluegas	Fluegas
	FAB Inlet	Prim. Hex In	Prim. Hex Out	Reactor Out	Prim Hex Out	Scrubber In	Tray Cooler Out	ID Fan Out	WESP Out	SPC In	SPC Out	To Stack
Dry gas lb/h	26,450	24,694	24,694	27,649	27,814	27,969	27,929	27,929	30,495	30,495	30,495	30,495
Water vapor lb/h	905	845	845	10,381	10,387	10,392	1,153	1,153	1,240	1,240	1,240	1,240
Dry solids lb/h	---	---	---	548	548	548	9	9	0	0	0	0
Water lb/h	---	---	---	---	---	---	---	---	---	---	---	---
Total lb/h	27,355	25,539	25,539	38,578	38,748	38,909	29,091	29,091	31,736	31,736	31,736	31,736
Temperature deg F	100	153	1,200	1,550	1,018	998	100	111	110	109	109	109
Pressure in WG	0	95	80	-1.00	-6.00	-7.00	-47.00	8.00	7.00	6.00	2.00	1.00
Pressure PSIG	0.00	3.43	2.89	-0.04	-0.22	-0.25	-1.70	0.29	0.25	0.22	0.07	0.04
Gas flow ACFM	6,557	5,429	15,165	36,272	27,109	26,911	7,563	6,690	7,331	7,336	7,408	7,426
Gas flow SCFM	6,206	5,794	5,794	9,541	9,579	9,616	6,332	6,332	6,934	6,934	6,934	6,934
Liquid flow GPM	---	---	---	---	---	---	---	---	---	---	---	---
Comments												

STREAM NO	13	14	15	16	17	18	19	20	21	22	23	24
Component	Cooling Air	WESPAir	Bed Oil	Quencher	Quencher	Cooling Tray	Cooling Tray	Cooling Tray	Ash Slurry	WESP	WESP	Process Water
	From FAB			Upper Water	Lower Water	Water Inlet	Spray Water	Water Outlet	VenturiOut	Flush Water	Water Out	From Plant
Dry gas lb/h	1,756	2,749	---	---	---	---	---	---	---	---	---	---
Water vapor lb/h	60	94	---	---	---	---	---	---	---	---	---	---
Dry solids lb/h	---	---	0	---	---	---	---	---	539	0	0	---
Water lb/h	---	---	---	99,960	14,994	239,904	59,976	311,552	112,521	55,188	55,188	470,022
Total lb/h	1,816	2,843	0	99,960	14,994	239,904	59,976	311,552	113,060	55,188	55,188	470,022
Temperature deg F	153	110	70	70	70	70	70	113	135	70	99	70
Pressure in WG	95	12	---	---	---	---	---	---	---	---	1,246	---
Pressure PSIG	3.43	0.43	15.00	3	15	3	3	---	---	---	45	---
Gas flow ACFM	386	626	---	---	---	---	---	---	---	---	---	---
Gas flow SCFM	412	600	---	---	---	---	---	---	---	---	---	---
Liquid flow GPM	---	---	0.00	200	30	480	120	623	225	110	110	940
Comments										Intermittent	Intermittent	Intermittent
												Low Flow = 830 GPM

STREAM NO	25	26	27	28	29	30	31	32	33	34	35	36	37
Component	WESP & Scrubber	Ash Slurry	Sludge	Caustic To	Caustic Recycling	Make Up	Caustic	Caustic	Ammonia	Ins. Air	SPC	Ammonia	Ins. Air
	Water to Pump Station	To Ash Basins		Recyc Tank (25%)	To WESP	Water	Recycling	Bleed	Solution (18%)		Potable Water	Solution (18%)	
Dry gas lb/h	---	---	---	---	---	---	---	---	---	264	---	---	88
Water vapor lb/h	---	---	---	---	---	---	---	---	---	9	---	---	0
Dry solids lb/h	---	539	2,775	10	2,499	---	2,603	113	---	---	---	---	---
Water lb/h	366,741	112,521	7,503	30	47,487	171	49,441	2,154	12	---	14,994	12	---
Total lb/h	366,741	113,060	10,278	40	49,987	171	52,043	2,267	12	274	14,994	12	88
Temperature deg F	111	136	70	70	70	70	70	70	70	70	70	70	70
Pressure in WG	---	---	---	1384	83.04	1384	1384	1384	1384	1384	2,768	1384	1384
Pressure PSIG	---	---	---	50	3	50	50	50	50.00	100.00	50	50.00	100.00
Gas flow ACFM	---	---	---	---	---	---	---	---	---	8	---	---	3
Gas flow SCFM	---	---	---	---	---	---	---	---	---	60	---	---	20
Liquid flow GPM	733.77	226.21	20.56	0.05	100.01	0.34	104.13	4.54	0.02	---	30.00	0.02	---
Comments	Intermittent								Use When		Intermittent	Use When	
	Low Flow = 623 GPM								Required			Required	

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REV	REVISION DESCRIPTION	DRAWN	CHECKED	APP	DATE
-	ORIGINAL ISSUE	AFS	NEN	GLC	8/23/16

REV	REVISION DESCRIPTION	DRAWN	CHECKED	APP	DATE
-	ORIGINAL ISSUE	AFS	NEN	GLC	8/23/16

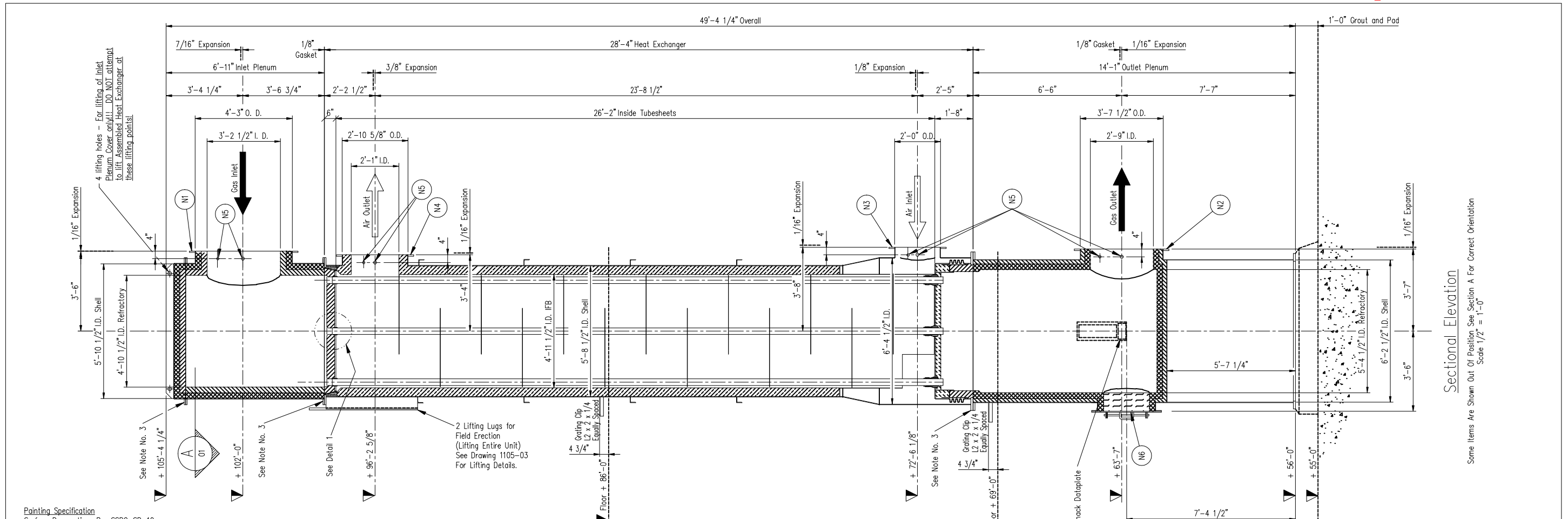
PROJECT INFORMATION
 PRINCE WILLIAM COUNTY
 INCINERATOR - 6703180
 PWSCA - APC UPGRADES RFP



BY	DATE
DRAWN AFS	8/23/16
CHECKED NEN	8/23/16
APP GLC	8/23/16

H.L. MOONEY ADVANCED WATER RECLAMATION FACILITY	
PROCESS FLOW DIAGRAM	
FINAL STREAMS	
SIZE	15868 970 8500 006 01
SCALE	NONE

EXHIBIT A-4
HEX GENERAL ARRANGEMENT



Painting Specification

Surface Preparation: Per SSPC-SP-10
Near White Metal Blasting
Prime Coat: Tnemec 39-661 Silicone Aluminum to a DFT of 1.5 mils on all external surfaces. Flange faces are not painted.

General Notes

- Nozzles, Lugs, Access Doors etc. are shown out of position (with respect to orientation) in the Elevation View. For correct orientation, see the Plan View.
 - Prior to shipment, heat exchanger shall be pressure tested in strict accordance with American Schack Specification ASC PT-1 to 6 PSIG.
 - Shop bolted flanges are assembled using 3/4" diameter heavy hex bolts (ASTM A-307) and nuts (ASTM A-194 2H) and 2 USS flat washers.
 - All nozzles and openings shall be covered with a minimum 1/2" thick plywood for shipping. Pipe couplings are supplied with steel plugs.
- See Drawing 1105-02 for foundation plan and loadings.

Design Temperature and Flow Data

Flue Gas Flow Rate _____ Design 9164 SCFM *
Flue Gas Inlet Temperature _____ 1550°F
Flue Gas Outlet Temperature _____ 1036°F

Air Flow Rate _____ 5457 SCFM *
Air Inlet Temperature _____ 60° - 140°
Air Outlet Temperature _____ 1200°F
* SCFM Defined at 60°F and 14.7 psia

Estimated Weights

Shipping Weights
Inlet Plenum _____ 7,150 pounds
Heat Exchanger _____ 24,800 pounds
Outlet Plenum _____ 8,800 pounds
Total Shipping Weight _____ 40,750 pounds
Heat Exchanger will be shipped as one (1) piece with Inlet and Outlet Plenums shop installed.

Materials/Insulation

Tubes/Pipe:	Alloy 625 (3" NPS Sch 10)
"Hot" Tubesheet and Sleeves:	Alloy 625 - Tubesheet 3/4" Thick
"Hot" Tubesheet Insulation	4" A.P. Green KS-4 or equal
"Cold" Tubesheet and Sleeves:	Alloy 625 - Tubesheet 1/2" Thick
"Cold" Tubesheet Insulation	2 1/2" Ceramic Fiber with retainer sheet.
Tubular Expansion Joints	Bellocs: Alloy 625 Pipe Ends/Sleeves: Alloy 625
Main Expansion Joint	Bellocs: Alloy 625 Ends: Alloy 625
Heat Exchanger Shell:	A 36
Heat Exchanger Shell Insulation:	4 1/2" 2000°F Insulating Fire Brick
Plenum Shells:	A36
Inlet Plenum Insulation:	Backup - 3" 1900°F Supertemp Block or equal Hot Face - 3" A.P. Green KS-4 or equal
Outlet Plenum Insulation:	Backup - 2" 1900°F Supertemp Block or equal Hot Face - 3" A.P. Green KS-4 or equal
Gaskets - 3/8" Diameter	2300°F Ceramic Fiber Rope

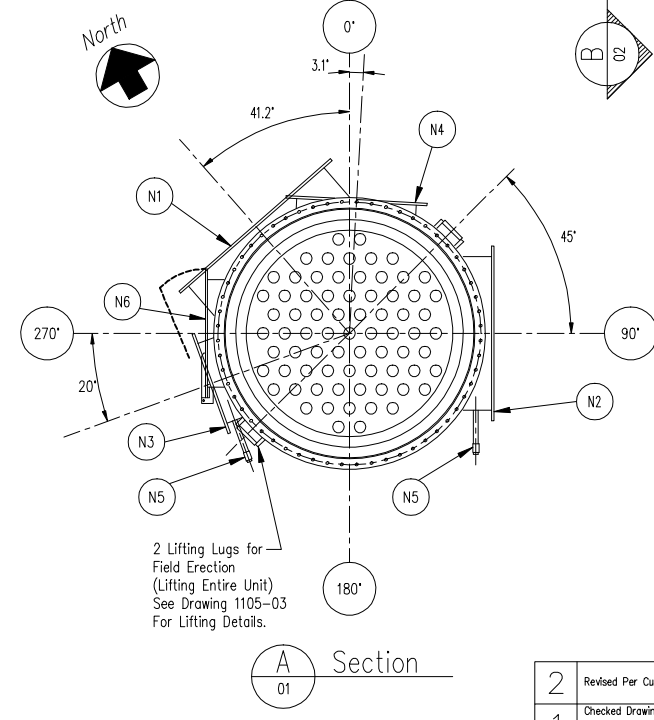
Interface Flange and Connection Dimensions

Bolt holes on all flanges straddle centerlines.
Bolts, Nuts, Washers and Gaskets for the flanges listed below are supplied by others unless noted.

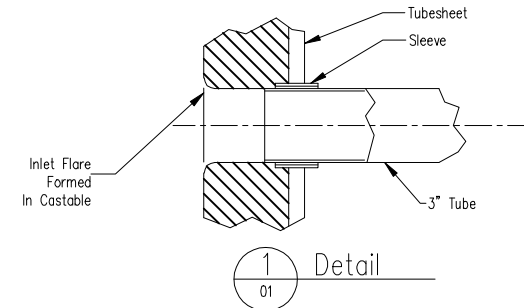
Allowable Nozzle Loads
If anticipated ductwork loads at the Heat Exchanger exceed the limits listed below in the cold (installed) or hot (operating) condition, American Schack is to be notified to allow for analysis and reinforcement design (if required).

Load (pounds)	Moment (foot pounds)
Vertical _____ ± 1500	Summation of _____ ± 1000
Horizontal _____ ± 1000	loads not to _____ ± 1000
Axial _____ ± 1000	exceed 2000. _____ ± 1000

Mark	Location	Orientation	Flange O.D.	Bolt Circle Ø	Flange I.D.	No. of Holes-Hole Size	Thickness	Material
N1	Gas Inlet	318.8°	4'-9"	4'-6 1/2"	4'-3"	40 - 7/8"	3/4"	A36
N2	Gas Outlet	90°	4'-1 1/2"	3'-11"	3'-7 1/2"	36 - 7/8"	3/4"	A36
N3	Air Inlet	250°	2'-6"	2'-3 1/2"	2'-0"	16 - 7/8"	1/2"	A36
N4	Air Outlet	3.1°	3'-4 5/8"	3'-2 1/8"	2'-10 5/8"	28 - 7/8"	1/2"	A36
N5	Pressure/Temperature		1" NPS x Sch 40 Pipe and 3000# Full Threaded Coupling and Plug					Pipe A53 Cplg A105
N6	Access Door	270°	24" I.D. Hinged/Bolted Door w/separate Ceramic Fiber filled Plug					



AMERICAN SCHACK COMPANY, INC.
PITTSBURGH, PA.
TYPE 73T FGTT HEAT EXCHANGER
EQUIPMENT NO. 1X100
AS. CO. ORDER NO. 0/1105 CUSTOMER REFERENCE NO. P.O. # N-4003-1
MAXIMUM SAFE OPERATING CONDITIONS
FLUE GAS INLET TEMP. 1750 °F
MAX. PREHEAT TEMP. 1300 °F
OPERATING PRESSURE 6 PSIG



PRINCE WILLIAM COUNTY, VIRGINIA
HANKIN ENVIROMENTAL SYSTEMS INC. 9301

FOR APPROVAL
Revision 2
Revision Date 08-26-93
73 TUBE FGTT HEAT EXCHANGER
GENERAL ARRANGEMENT
American Schack
American Schack Company, Inc.
Pittsburgh, PA, USA
(724)935-5725 FAX: (724)935-6580
mail@amschack.com www.amschack.com
Drawn D. Keltzer 6/9/93
Checked R. Williams 8/16/93
Engineering
Operations
Marketing G. Homoki 6/22/93
Design Services
Certified
Job/Project: 0/1105
1105-01
Filename: Plot Scale:

2	Revised Per Customer Comments.	WE	8/13/93
1	Checked Drawing	DK	6/21/93