

Bid Addendum

Addendum No. 2 for HRRSA North River WWTF Aeration Improvements ITB No. HRRSA-2015-06, Wiley|Wilson Comm. No. 214256.00.

Addendum Date: July 15, 2015
To: All Bidding Contractors
From: Wiley|Wilson
Lynchburg, VA

This Addendum contains 5 pages and listed attachments and forms a part of the bidding documents and modifies the Project Manual and Drawings dated June 15, 2015, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

Revise the Date/Time of Closing for HRRSA-2015-06 Aeration Improvements Project to July 23, 2015 at 2:00 PM.

A revised Section 00400 Bid Form and Form of Agreement (EJCDC C-520) are attached hereto.

RESPONSE TO QUESTIONS

Question 1: Would the Authority consider unit pricing for debris, grit, sludge removal in BIOR Tanks (Note 3, D-111)

Response: Please refer to Addendum 1 Drawings Item 2. Due to the revised scope of Contractor's responsibility for debris, grit and sludge removal, HRRSA does not feel that unit pricing is required and it will not be included in the Contract.

Question 2: C-130, Please confirm the scale of the Grading Plan.

Response: Revise the scale of Sheet C-130 to 1" = 5'

Question 3: Who is responsible for the E&S removal?

Response: The Contractor for this project, the Aeration Improvements Project, is responsible for removing E&S measures.

Question 4: Please confirm that this contract provides the final grading, top soil placement and seeding.

Response: The Contractor for this project, the Aeration Improvements Project, is responsible for final grading, top soil placement and seeding. The Contractor for the Bioreactor Blower Building will provide temporary seeding and rough grading to approximately the existing grade.

Question 5: Drawing D-130, shows 12" (Section 1) and 14" (Plan 1) blower cooling air exhaust duct. Which is correct?

Response: The motor outlet and cabin outlet ducts are 12-inch diameter as shown on the HST Blower Shop Drawings page 25. Provide 12-inch duct per D-130 Blower Building Section and revise the D-130 Blower Building – Upper Piping Plan to show 12-inch blower cooling air exhaust ducts.

Question 6: Drawing D-130 shows the blower piping from the discharge silencer to the 30-inch header as being 24-inch whereas the HST Blower Shop Drawings provided in Addendum 1 show the piping, valves and appurtenances as 20-inch. Please advise the correct size.

Response: Revise Drawing D-130 to show the HST blower discharge piping as 20-inch pipe, valves and appurtenances between the discharge silencer and the 30-inch header.

Question 7: Drawing D-130 shows the aerial pipe support foundation as a pier on which to mount pipes supports whereas Drawing S-101 shows the pipe support foundation encased in soil. Which is correct?

Response: The pipe support foundation and blower intake support foundations shown on Drawing D-130 are for illustrative purposes only. Provide pipe support foundation and blower intake support foundations as shown on Drawing S-101.

Question 8: Are ¼” thick pultruded weirs acceptable?

Response: No, provide weirs in accordance with Specification 06640.

Question 9: Are flexible duct connectors required at any of the motorized equipment connected to the sheet metal duct work by HVAC provider?

Response: Yes. Provide flexible duct connectors at intake and discharge of the FAC cooling fans.

Question 10: With respect to the Specification Section 114000 – 3.06.A and the Schedule detailed in Addendum #1, please clarify number of trips and service days required for the manufacturer’s representative. Given our experience, the manufacturer’s representative is able to assist with inspecting and troubleshooting after setup for multiple basins on any given trip.

Response: Specification 114000 defines the minimum required durations for the Manufacturer’s Representative to inspect the installation and assist with field testing. All durations are exclusive of travel times. Revise the referenced section as follows:

Section 114000 3.06 A 1: “Provide Manufacturer’s Representative to assist with installation and field testing for 5 days for each group of SAT Basins completed as part of Phases 1, 2 and 3 (total of 15 days).”

Section 114000 3.06 A 2: “Provide Manufacturer’s Representative to assist with installation and field testing for 5 days for each group of Bioreactor Basins completed as part of Phases 1, 2 and 3 (total of 15 days).”

Question 11: Please clarify Deductive Alternative No. 1 – Mandatory. As of reuse of existing piping and appurtenances is based on its unknown condition, should the deduct consider an entirely new aeration system for one (1) Bioreactor?

Response: Deductive Alternate No. 1 is applicable only to Bioreactors No. 1 through 7 which require new fine bubble air diffusion systems except for re-use of the diffuser membranes (not including any other portion of the diffuser assemblies) in Bioreactors 1 through 7 Swing Zones per Addendum 1. Deductive Alternate 1 shall include re-use of 100% of the diffuser membranes in Bioreactors 1 through 7 Swing Zones per Addendum 1.

Question 12: Where should the pressure differential switch for the HST Blower FAC and intake filters be installed?

Response: Contractor shall install the Owner furnished pressure differential switches for the FAC system filters and blower intake filters (6 total) on interior of the blower building adjacent to the filters. Contractor shall field route ½" 316 stainless steel impulse tubing to the filter box and install per the HST Blower Shop Drawings (refer to Addendum 1).

Question 13: The response to Question 6 in Addendum No. 1 says insulation shall be provided by Contractor for all air piping within the Bioreactor Blower Building per General Note 3 on Sheet D-130. Is the ambient air intake pipe and intake silencers included and required to be insulated? Is the ambient blower cooling air intake, silencers, and filter boxes included and to be insulated also?

Response: Yes.

Question 14: Note 9 on Sheet D-110 says the DO Sensors are owner furnished equipment for installation by contractor. According to Note 9, there are a total of 22 DO Sensors in the bioreactors but only fourteen (14) total DO Sensors are available. Is the contractor to reinstall eight (8) existing DO Sensors on new DO Probe Mounts?

Response: There are two (2) DO monitoring points in each of the eleven (11) Bioreactor Basins for a total of 22 monitoring points. Per Drawing D-110 Note 9, the Contractor shall provide probe mounts at all 22 monitoring points replacing the existing probe mounts. The Owner will provide fourteen (14) DO sensors for use during start-up and testing.

The DO sensors are "plug and play" with the SC200 controllers referenced on Drawings E-010 and E-020. The Contractor shall move the DO sensors to different DO mounting points to achieve the following per Drawing D-110 Note 9:

- Each in-service Bioreactor shall have one (1) installed DO sensor
- Each Bioreactor shall have two (2) installed DO sensors during start-up activities and diffusion performance testing

Question 15: At the pre-bid meeting, I thought it was said that the owner was providing the instrumentation. There are several items on Sheets E-010 and E-020 that are designated as CFCI in the Scope column. Please confirm this means Contractor Furnished and Contractor Installed and is correct as shown.

Response: The Owner will be providing controls and SCADA integration of the project as well as select instruments as Owner Furnished Equipment for Installation by Contractor, however the Contractor is required to furnish and install or upgrade new instrumentation as shown on the Drawings.

Revise Drawing E-020 New Equipment Schedule Item AIT HACH SC200 to be Owner Furnished Equipment for Installation by Contractor (OFCL).

DRAWINGS

(Information provided in “Response to Questions” Section of Addendum also includes additional changes to Drawings)

1. 1. Drawings E-020 and E-620: Add a local push-to-stop, pull-to-run Emergency Stop button for each of the 12 new SAT basin mixers.
2. Drawings E-120 and E-620: Change MCC-15 circuit breaker feeding MCC-15A from 600 amps to 200 amps. Change MCC-15A feeder cables to 1 set of (3) 3/0 and (1) 6 EGC in 2” conduit.
3. Drawing E-120: For each new mixer controller (located in MCC 13, MCC 14 and MCC-15A), route control cables from existing PLC control panel to controllers for the following signals: four 24V discrete signals (run command, stop command, running status, alarm status) and one 4-20 mA analog signal (alarm status from mixer). The Contractor shall be responsible for terminating all control cables inside the mixer controller enclosures. The Contractor shall not be responsible for terminating the control cables inside the PLC control panel, but shall label the cables clearly so they can be terminated by the Owner. Each mixer controller shall include a Flygt miniCAS or equivalent relay that converts the 4-20 mA analog alarm status signal into winding overtemperature and moisture leakage alarms that shall illuminate yellow status lights on the front of the controller. The Contractor shall connect the miniCAS relay combined alarm status discrete output signal to the “alarm status” signal cable to the PLC control panel. The Contractor shall provide and connect a green mixer running indication light, a run time meter, and a hand-off-auto switch on the front of the controller.
4. Drawing E-130: Provide one ¾” conduit and one control cable for one discrete status signal (high filter differential pressure) from each pressure differential switch mounted adjacent to each blower process air intake filter to the control cabinet on the blower. Provide one ¾” conduit and one control cable for one discrete status signal (high filter differential pressure) from each pressure differential switch mounted adjacent to each blower cooling air intake filter to the control cabinet on the blower. The contractor shall terminate the control cable to the filter differential pressure switches, and to the blowers. Reference the Sulzer blower shop drawings (page 39) and Question 12 hereinbefore for location of the air filters.
5. Drawings E-010 and E-130: Add one ¾” PVC-coated GRC conduit from the Rosemount 4088 multivariable transmitter to the blower building, mounted on the blower piping support structure. This conduit shall terminate at the remote terminal unit. The Contractor shall install one 24VDC control cable and terminate it to the 4088 transmitter. The Contractor shall not be responsible for terminating the 24VDC power cable inside the remote terminal unit, but shall label the cable clearly so it can be terminated by the Owner.
6. Drawings D-110, E-010 and E-130: Add a second pressure sensor / transmitter to the 30” main air header, adjacent to the Rosemount 4088 multivariable pressure sensor / transmitter. The process connection for the second sensor shall be a ½” NPT connection, separate from the process connection for the 4088 sensor / transmitter. The Contractor shall furnish and install one Emerson Rosemount 3051TG1A2B21AS5T1 or equivalent transmitter and one Emerson Rosemount 0306R122BA11 or equivalent two-valve manifold. The Contractor shall install one ¾” PVC-coated GRC conduit from the pressure transmitter to the blower building, mounted on the blower piping support structure. This conduit shall terminate at the Sulzer blower main

control unit. The Contractor shall install one 4-20 mA control cable and terminate it to the pressure transmitter. The Contractor shall not be responsible for terminating the control cable inside the Sulzer main control unit, but shall label the cable clearly so it can be terminated by the owner.

7. Drawing E-020: On the New Equipment Schedule, change scope for AIT equipment (11 SC200 controllers) from CFCI to OFCI.

8. Drawing E-020: Install conduits on the north west side of the SAT Basins, to include portions of conduit that cross walkways, on blower support structure with structural support members as referenced in Addendum 1 Question 1.

9. Drawings E-010 and E-020: For each Rosemount 4088 multivariable transmitter, furnish and install a Hyde Park Python Power PM100 or equivalent in-line DC power supply to convert the 120VAC power supplied to the existing flow transmitters to the 5-30VDC required by the 4088 transmitter and extend power conductors and conduit in-kind as needed to each Rosemount 4088 multivariable transmitter. Install the power supply inside the nearest junction box to each flow transmitter.

10. Drawing D-501: Replace Pipe Wall Mount Support Detail with the attached SSK-001.

PROJECT MANUAL **(Information provided in “Response to Questions” Section of Addendum also includes additional changes to Project Manual)**

1. Delete Section 00400 Bid Form in its entirety and replace with the attached.
2. Delete Form of Agreement (EJCDC C-520) in its entirety and replace with the attached.

End of Addendum No. 2

Wiley|Wilson



Rob Mangrum, P.E. BCEE



Aaron Tice, P.E.

SECTION 00400 BID FORM

Sharon Foley
Executive Director
Harrisonburg-Rockingham Regional Sewer Authority (HRRSA)
P.O. Box 8
Mount Crawford, VA 22841

Gentlemen:

The undersigned, having visited and examined the site and having carefully studied the Drawings and Project Manual for the HRRSA Aeration Improvements Project, hereby proposes to furnish all labor, equipment, materials, and services and to perform all operations necessary to execute and complete the Work required for the Project, in strict accordance with the Drawings and Project Manual prepared by Wiley|Wilson, dated June 15, 2015, together with the addenda issued during bidding period and acknowledged below subject to the terms and conditions of the agreement for the sum of

_____ **(words)**
(\$ _____) **(numerals)**

which shall be referred to hereinafter as the Base Bid. The following addenda are hereby acknowledged:

Addendum Number:	Date Issued:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to provide a bid value for any of the Deductive Alternates will render the base bid non-responsive.

The base bid is founded upon furnishing equipment and materials of specified manufacturers. Equipment or materials of other manufacturers are offered as “or equals” or “Substitutes” as shown on Section 00400.2 Proposed “Or Equal” and/or “Substitute” Equipment and are not part of the base Bid Form. Owner will determine before Contract Award which, if any, “or equals” or “substitutes” that will be included in the Contract.

Award will be based upon the Base Bid, without consideration of “or equals” or “substitutes” or “Deductive Alternate” items.

The Base Bid shall include the quantities on the attached Bid Schedule. The bidder declares that he understands that the quantities shown in the Bid Schedule are approximate only; and are subject to either increase or decrease based on the work shown on the Drawings and for changes in the work as directed by the Owner and that should the quantities of any of the items of work be increased, the undersigned proposes

to do the additional work at the unit price set out herein, and should the quantities be decreased, he also understands that payment will be made on the actual quantities installed at the unit prices, and will make no claim for the anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the work. Lump sum bid items will not be adjusted.

Deductive alternative items listed below, are not part of the Base Bid and thus not used to determine the apparent low bidder; however, failure to provide a bid value for any of the deductive alternate items will render the base bid non-responsive. Owner will determine before Contract Award which, if any, Deductive Alternative(s) will be included in the Contract

Deductive Alternate No. 1 – Mandatory

Description: Provide a deductive price for removing air diffusion systems and appurtenances for one (1) Bioreactor from the project scope. This deductive alternate only includes diffusers and related air pipe and appurtenances. This deductive alternate does not include removal from the project scope of D.O. meters/transmitters, air flow meter, flow control valve actuator or Modbus Gateway Enclosure for the Bioreactor. At HRRSA’s option, this deductive alternate may be applied for up to four (4) Bioreactors to be chosen by HRRSA from Bioreactors No. 1 thru No. 7. The total cost of the deductive alternative will be determined by multiplying the stated amount of the deductive alternative (below) by the number of HRRSA selected Bioreactors (zero to four, number and location as chosen by HRRSA).

For the sum of:

_____ dollars (\$_____), which is deducted from the Base Bid amount.

The Bidder agrees to furnish and install, in accordance with the Contract Documents, all items of equipment specified in the Major Equipment and Product Schedule. The equipment required under each section of the Specifications is to be furnished and installed in strict compliance with the requirements of the Contract Documents for the lump sum base bid price stated by the Bidder.

It is understood and agreed that the Owner, in protecting his best interest, reserves the right to:

Reject any or all bids,

Accept any bid at the Base Bid price, whereupon the Contractor shall furnish equipment and materials as specified, or

Accept any bid at the Base Bid price and, if equipment or materials of substitute manufacturers are offered, to accept any, none, or all of such offered “or equal” and/or “substitutes”, which are approved, the Contract price being adjusted accordingly.

We are properly equipped to execute work of the character and extent indicated by the Bidding Documents and so covered by this Bid and will enter into agreement for the execution and completion of the Work in accordance with the Drawings and Project Manual and this bid; and we further agree that if awarded the Contract, we will commence the Work on the date stated in "Notice to Contractor to Proceed" and prosecute the Work and all obligations within 390 calendar days.

The following documents are attached to and made a condition of this Bid. Failure to comply with the submission of appropriate documentation may result in determination of a bidder as non-responsible and shall be cause for the bid to be rejected.

1. Bid Security
2. Section 00200 ITB Form
3. Section 00400.1 Bid Schedule
4. Section 00400.2 Major Equipment and Product Schedule
5. Section 00400.3 Proposed "Or Equal" and/or "Substitute" Equipment
6. Section 00400.4 Contractor Qualifications
7. Section 00500-1 Insurance Requirements Form
8. Section 00500-2 State Corporation Commission Form
9. Section 00500-3 Non-Collusion Certification
10. Section 00600 MBE/WBE Solicitation Requirements
11. List of Proposed Subcontractors
12. List of Proposed Suppliers
13. Contractor's License No.: _____

Enclosed herewith is the following security, offered as evidence that the undersigned will enter into agreement for the execution and completion of the Work in accordance with the Drawings and Project Manual:

Cashiers Check for the Sum of _____
Name of Bank _____
Bidder's Bond in Amount of _____
Bond Issued by _____

The undersigned further agrees that in case of failure on his part to execute the said agreement within the 10 consecutive calendar days after written notice being given on the award of the Contract, the moneys payable by the securities accompanying this bid shall be paid to HRRSA as liquidated damages for such failure; otherwise, the securities accompanying this Bid shall be returned to the undersigned.

This Bid is subject to acceptance within a period of 90 days from this date.

Respectfully submitted,

Contractor

by _____

Address

Telephone number

Date _____

Contractor's current Virginia license number _____ Code _____

SECTION 00400.1 BID SCHEDULE

Item No.	Description	Unit	Unit Price	Quantity	Total
1.	Aeration Improvements Project	LS		1	
2.	Membrane Diffuser Assemblies	EA		500	
3.	Membrane Diffuser Holders	EA		500	
4.	4-inch Air Distributor Piping	LF		500	
5.	4-inch Air Manifold Piping	LF		25	
6.	6-inch Air Manifold Piping	LF		25	
7.	8-inch Air Manifold Piping	LF		60	
8.	10-inch Air Manifold Piping	LF		60	
BASE BID PRICE:					

Bid Schedule Measurement and Payment Definitions for individual items included on Bid Schedule:

1. Aeration Improvements Project: Lump sum (LS) price for the Aeration Improvements Project shall include furnishing all materials, equipment, and labor necessary for construction of the Aeration Improvements Project in accordance with Project Manual and Drawings.

2. Membrane Diffuser Assemblies: Price per membrane diffuser assembly as defined in Section 114000 Part 2.04 F. This pay item is only applicable to membrane diffuser assemblies in Bioreactors 1 through 7 Swing Zones, Bioreactors 9 through 12 and SAT Basins 1 through 6 where Owner determines diffuser assemblies are not acceptable for re-use.

3. Membrane Diffuser Holders: Price per membrane diffuser holder as defined in Section 114000 Part 2.04 C. This pay item is only applicable to membrane diffuser holders in Bioreactors 9 through 12 and SAT Basins 1 through 6 where Owner determines diffuser holders are not acceptable for re-use.

4. 4-inch Air Distributor Piping: Price per linear foot for 4-inch air distributor piping to include manifold connections as defined in Section 114000 Part 2.04 C and D. This item includes coupling as recommended by Manufacturer to existing piping being re-used. This pay item is only applicable to air distributor piping in Bioreactors 9 through 12 and SAT Basins 1 through 6 where Owner determines air distributor piping is not acceptable for re-use.
5. 4-inch Air Manifold Piping: Price per linear foot for 4-inch air manifold piping to include manifold connections as defined in Section 114000 Part 2.04 B and D. This item includes coupling as recommended by Manufacturer to existing piping being re-used. This pay item is only applicable to air manifold piping in Bioreactors 9 through 12 and SAT Basins 1 through 6 where Owner determines air manifold piping is not acceptable for re-use.
6. 6-inch Air Manifold Piping: Price per linear foot for 6-inch air manifold piping to include manifold connections as defined in Section 114000 Part 2.04 B and D. This item includes coupling as recommended by Manufacturer to existing piping being re-used. This pay item is only applicable to air manifold piping in Bioreactors 9 through 12 and SAT Basins 1 through 6 where Owner determines air manifold piping is not acceptable for re-use.
7. 8-inch Air Manifold Piping: Price per linear foot for 8-inch air manifold piping to include manifold connections as defined in Section 114000 Part 2.04 B and D. This item includes coupling as recommended by Manufacturer to existing piping being re-used. This pay item is only applicable to air manifold piping in Bioreactors 9 through 12 and SAT Basins 1 through 6 where Owner determines air manifold piping is not acceptable for re-use.
7. 10-inch Air Manifold Piping: Price per linear foot for 10-inch air manifold piping to include manifold connections as defined in Section 114000 Part 2.04 B and D. This item includes coupling as recommended by Manufacturer to existing piping being re-used. This pay item is only applicable to air manifold piping in Bioreactors 9 through 12 and SAT Basins 1 through 6 where Owner determines air manifold piping is not acceptable for re-use.

SECTION 00400.2 MAJOR EQUIPMENT AND PRODUCT SCHEDULE

All items on the Major Equipment and Product Schedule shall be bid according to the following:

The Major Equipment and Product Schedule designates major equipment items to be provided. The bidder shall indicate which of the specified manufacturers/supplier's equipment it is offering to provide by circling one of the named manufacturers/suppliers listed. A named manufacturer/supplier for each identified major equipment item shall be circled, even if only one is specified.

If the bidder desires to propose a "or equal" and/or "substitute" for any named manufacturer/supplier of a specified item, it shall circle the named manufacturer/supplier (in the major equipment schedule) it is offering to provide and also shall write in the space/form provided the name of the offered "or equal" and/or "substitute" manufacturer/supplier and provide for such the price deduction resulting to the Owner upon the allowed use of the "or equal" and/or "substitute". Named manufacturers/suppliers are defined as those listed in the major equipment schedule. Or equal and/or substitute manufacturers/suppliers are defined as those proposed and written in by the bidder in the space so designated. Should the "or equal" and/or "substitute" manufacturer/supplier be determined "not equal" in the Owner/Engineer's discretion, the bidder must provide the named manufacturer/supplier circled in the major equipment schedule.

Should the bidder fail to indicate the named manufacturer/supplier on which its bid is based, or circle more than one named manufacturer/supplier per equipment item, the bid shall be deemed to have been based upon the first listed manufacturer in the Schedule, and the bidder, if awarded the contract, shall provide the first of the listed named manufacturers/suppliers for that item.

Equipment	Named Manufacturer
066400 Fiberglass Weirs, Baffles and Launderers- Fiberglass and resin overflow weirs	NEFCO
	MFG Water Treatment Products
	VPC, LLC
	Warminster Fiberglass
	Enduro
066400 Fiberglass Weirs, Baffles and Launderers- Fiberglass and resin baffle walls	Enduro Aquaspan
114000 Fine Bubble Diffusion Systems	Xylem Sanitaire
	Gummi-Jaeger (Wilfley Weber)
114350 Submersible Mixers	Xylem Flygt
Division 16 Electrical Gear	Schneider Electric/Square D
	General Electrical Company
	Eaton

SECTION 00400.3 PROPOSED “OR EQUAL” AND/OR “SUBSTITUTE” EQUIPMENT

Or equals and/or substitutes are offered for the Owner's consideration in accordance with the Modified Standard General Conditions and in accordance with the Virginia Public Procurement Act.

If a proposed “or equal” and/or “substitute” manufacturer/supplier is allowed by the Owner, the associated “deduct” will be subtracted from the amount of the successful bidder’s base bid to determine the contract price.

Determination of the low bidder will be based on the base bid without consideration of any deductions resulting from bidder-proposed “or equal” or “substitute” equipment. Allowance of an “or equal” and/or a “substitute” manufacturers/suppliers does not constitute a waiver of the specifications or of any other requirements of the Contract Documents.

Unless otherwise stated, all proposed deducts for “or equal” and/or “substitute” manufacturers/suppliers are deducts for the equipment associated with the base bid only.

Within 7 calendar days of bid opening, the apparent low bidder shall provide a “qualifications” package for all proposed “or equal” and/or “substitute” items proposed by Bidder. The qualification packages will be used solely by the Owner to evaluate, on an administrative level, proposed “or equal” and/or substitute items. If Owner elects to allow specific “or equal” and/or “substitute” item(s), this action does not constitute a waiver of the specifications or of any other requirements of the contract documents, and formal submittal and acceptance of said items will be in accordance with the Modified Standard General Conditions and the Contract Documents.

Project Name: HRRSA Aeration Improvements

Equipment Specification Name And Number	Indicate As “E” For Equal Or “S” For Substitute*	Manufacturers Name, Catalog Or Model No. Of “Or Equal” Or “Substitute” Offered	Amount Of Add Or Deduct From Base Bid Price
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$

*** Failure to indicate “E” or “S” will result in that item being treated as a proposed substitute.**

The above listed “or equal” and/or “substitute” items are hereby guaranteed to perform in all respects the functions of the items of specified manufacturers and in accordance with the Modified Standard General Conditions, and it is fully understood that approval of such items is contingent upon this guarantee.

Contractor’s Name: _____

Contractor’s Signature: _____

Current License Number: _____ Code: _____

Date: _____

SECTION 00400.4 CONTRACTOR QUALIFICATIONS

The Bidder shall state here what previous municipal type work he has performed similar to that contemplated in this contract, and give references that will afford HRRSA an opportunity to judge experience and skill of proposed Contractor and all subcontractor(s). The Contractor shall list ten (10) projects of similar size and dollar value completed within the last ten (10) years where bidder was the General Contractor. If proposing to use subcontractors or joint partners to complete more than 20 percent of the work by partnership, joint venture, or subcontract means, then provide project experience information as outlined above for all contractors, partners, or subcontractors.

Submittal of this information on other standard forms containing all the information noted below is acceptable.

Failure to provide satisfactory evidence of experience may cause the Bid to be rejected.

Location	Dollar Value	Year Completed	Owner/ Engineer	Phone No.	Contact Person	Type of Work Done

Location	Dollar Value	Year Completed	Owner/ Engineer	Phone No.	Contact Person	Type of Work Done

**EJCDC
FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between

Harrisonburg-Rockingham Regional Sewer Authority, Mount Crawford, VA (Owner) and

_____ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

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

The North River WWTF Aeration Improvements project generally consists of providing air flow control and measurement systems, dissolved oxygen monitoring systems, fine bubble air diffusion systems, supplemental mixing systems, and FRP baffle walls in existing aeration basins and of installing high speed turbo blowers, HVAC ductwork and electrical work in a blower building. This project includes the installation of high speed turbo blowers as owner furnished equipment in a blower building being procured under separate contract.

This short description of the Work, however, shall not in any way be construed to limit Contractor's obligation for compliance with the Contract Documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Aeration Improvements

ARTICLE 3 - ENGINEER

1.01 The Project has been designed by

Wiley|Wilson
127 Nationwide Drive
Lynchburg, VA 24502-4272
Commission No.: 214256.00

Engineer, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **330** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **390** days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Description of Work to be substantially completed within sixty (60) days, but no later than February 12, 2016, of notice that the HST Blowers are available to be installed and the blower building and electrical switchgear are complete: The Contractor shall install the HST blowers, electrical and controls wiring, process air piping, blower cooling air ductwork and related appurtenances to allow the Owner to begin functional and performance testing. The HST Blowers will be available for installation and the blower building and electrical switchgear will be complete no later than December 14, 2015.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Contractor covenants and agrees the actual damages that may result from failure to complete the Work within the time required under the Contract Documents are uncertain and difficult to determine with exactness and that the amount fixed as liquidated damages in the Contract Documents is not out of proportion to the probable loss. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner and Owner may retain, deduct and/or offset from money to be paid Contractor \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner and Owner may retain, deduct and/or offset from money to be paid Contractor \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Contractor covenants and agrees that Owner retains the right to make such deduction or offset for liquidated damages at any time prior to and including Final Completion and that the imposition and the deduction and/or offset of such liquidated damages shall not be subject to the notice or claim provisions of the Contract Documents. Contractor further covenants and agrees that Contractor expressly waives any defense as to the validity of any liquidated damages stated in the Contract Documents as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

B. Substantial Completion liquidated damages shall not be cumulative with Final Completion liquidated damages if Contractor fails to be substantially complete by the final completion deadline. Instead, Contractor shall pay Owner Substantial Completion liquidated damages until the Work is substantially complete.

4.04 – Early Completion Bonus

~~A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will gain a financial benefit if the Work is completed before the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Accordingly, Owner and Contractor agree that as an incentive for early completion, Owner shall pay Contractor (N/A) for each day that Contractor achieves Substantial Completion of the entire Work before the time specified in Paragraph 4.02 for Substantial Completion (the “Bonus”); provided, however, that the Bonus shall not be payable until the time of final payment. If the Contractor has earned a Bonus with respect to the Work, the Owner shall have the right, at the Owner’s election, to deduct from the Bonus any amounts due from the Contractor to the Owner. Contractor shall include a provision in each of its subcontracts in excess of 10 percent of the Contract Sum (“Major Subcontractors”) that requires the Contractor to pay such Major Subcontractor a share of any Bonus that bears the same ratio to the Bonus as the amount of the Major Subcontract bears to the Contract Sum. In no event shall the Contractor be awarded any portion of the Bonus if the entire Work is not substantially complete on or before expiration of the Substantial Completion Contract Time.~~

~~B. If Contractor achieves Substantial Completion of the entire Work before the Substantial Completion Contract Time and is entitled to a Bonus, then the time specified in Paragraph 4.02 for completion and readiness for final payment shall be reduced to 30 days after the date Contractor actually achieved Substantial Completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Final Completion Contract Time, as modified by this Paragraph, or any proper extension thereof granted by Owner, Contractor shall pay Owner liquidated damages as specified in Paragraph 4.03 above. Any liquidated damages shall first be used to reduce the Bonus, if any.~~

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B, below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

B. For all Work other than Unit Price Work, a Lump Sum of:

(\$ _____)

_____ (words)

(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment submitted by the 1st day of each month on or about the 15th day of the following month (approximately 45 days) during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (~~and in the case of Unit Price Work based on the number of units completed~~) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and~~

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage) provided said materials and equipment are scheduled for installation in the Work within a reasonable time and are stored on site or proof is submitted that materials and equipment are stored at a site that is secure and bonded and held in Owner's name.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of — per annum as set forth by the Secretary of the Treasury pursuant to 31 U.S.C. § 3902(a).

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work. Contractor shall comply with OSHA requirements.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the ~~Supplementary Conditions~~ Contract Documents as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the ~~Supplementary Conditions~~ Contract Documents as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature, and possess sufficient working capital to complete the Work and perform all obligations hereunder.

L. Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder.

M. Contractor is authorized to do business in the state in which the Project is located, and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it and over the Work and Project.

N. Contractor's execution of this Agreement and its performance thereof is within its duly authorized powers.

O. Contractor possesses the experience and expertise in the administration, construction, management, and superintendence of projects of the size, complexity, and nature of this particular Project, and that it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to __, inclusive).
2. Performance Bond (pages ____ to ____, inclusive).
3. Payment Bond (pages ____ to ____, inclusive).
4. Other Bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages ____ to ____, inclusive).
6. Specifications as listed in the Table of Contents of the Project Manual.
7. Drawings consisting of ____ sheets with each sheet bearing the following general title: ____.
8. Addenda (numbers ____ to ____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. ____.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).

- b. Construction Change Directives.
 - c. Change Order(s).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Construction Change Directives.
 - c. Change Order(s).

12. HRRSA Supplemental Terms & Conditions

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions ~~and the Supplementary Conditions.~~

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, any rights under or interest (including moneys that may become due and moneys that are due) in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to any third party; or any control of any claims or causes of action arising from or under the Agreement, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

NONE.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2015 (which is the Effective Date of the Agreement).

OWNER: HRRSA

CONTRACTOR:

By: Sharon G. Foley, P.E.

By: _____

Title: Executive Director

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest : _____

Title: _____

Title: _____

Address for Giving Notices:
P.O. Box 8
Mt. Crawford, VA 22841

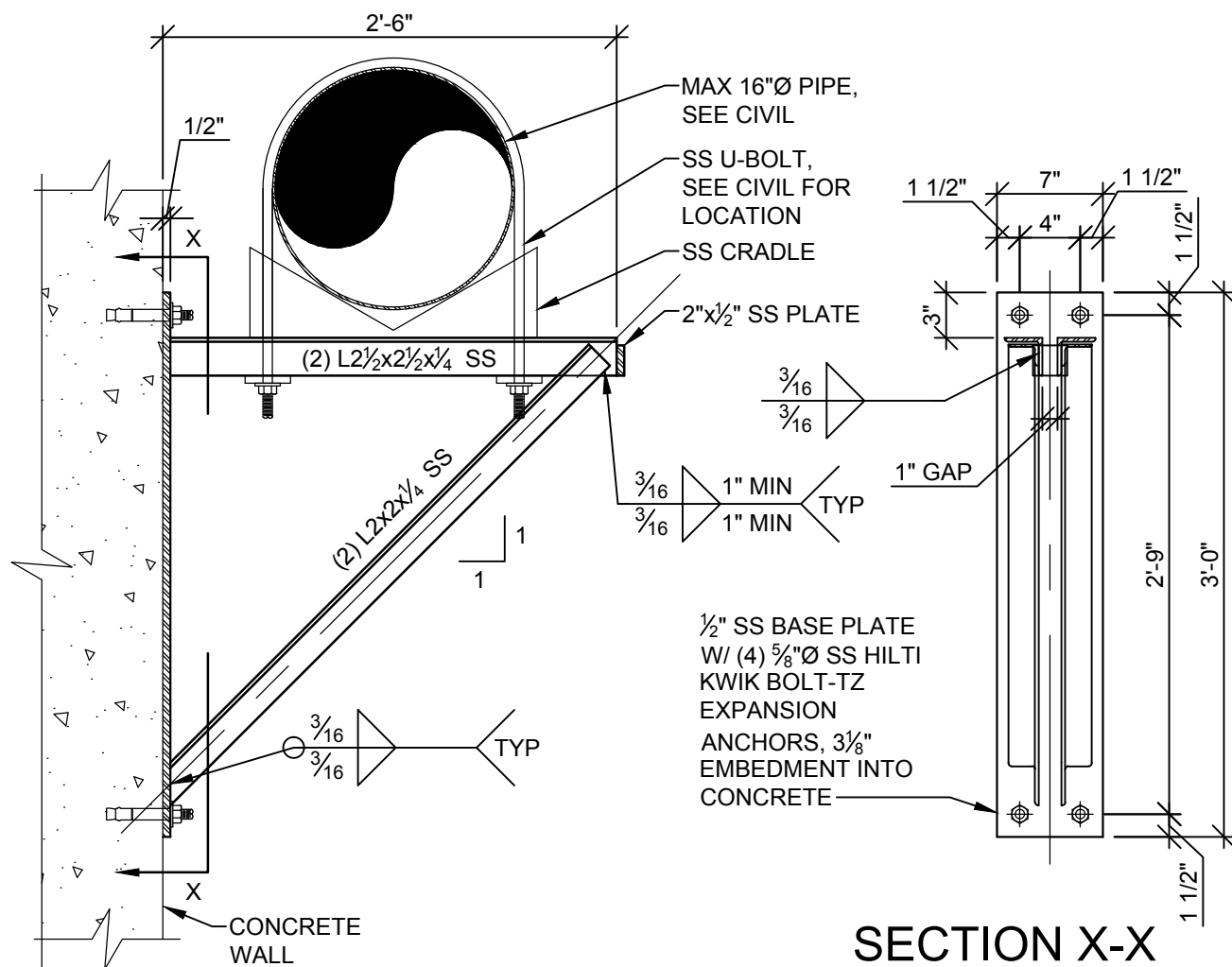
Address for Giving Notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____
(Where applicable)

Agent for Service or Process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

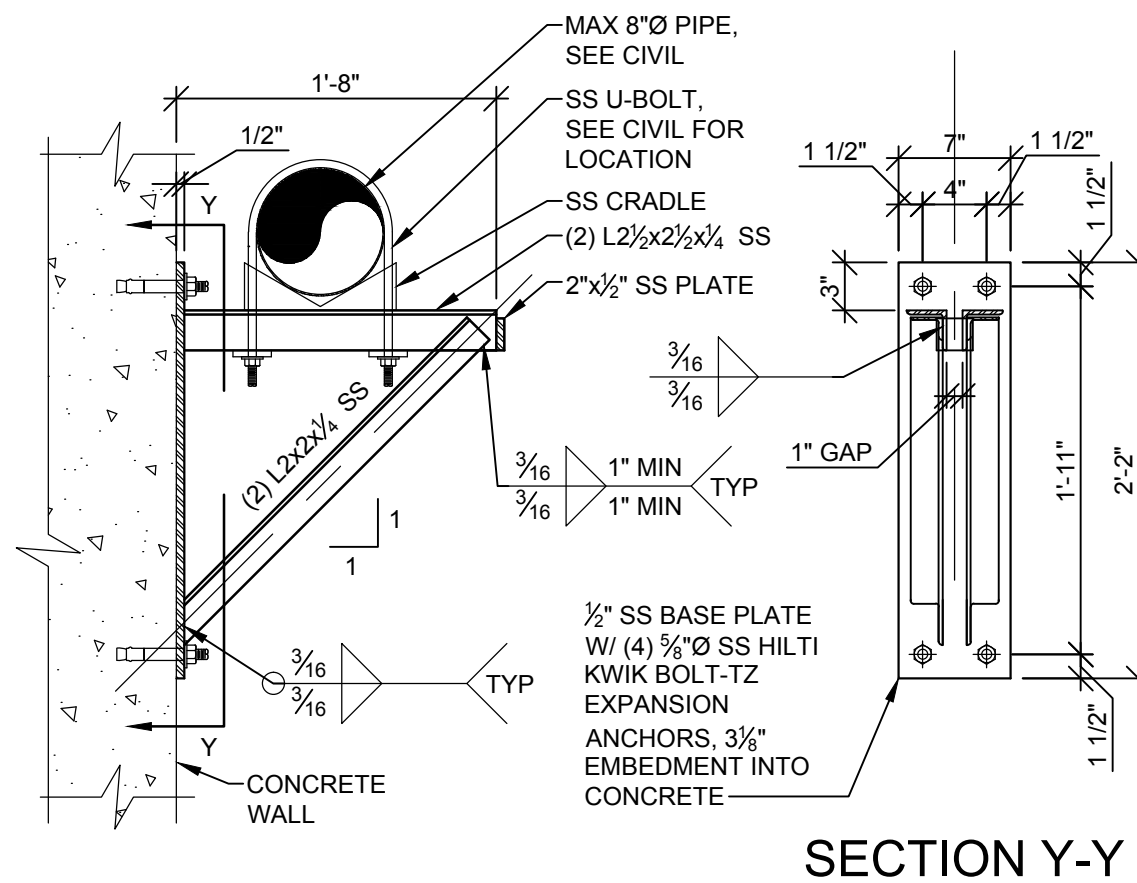
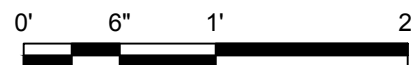


NOTE: SEE S-101 FOR STRUCTURAL NOTES

1

PIPE SUPPORT WALL BRACKET

SCALE: 1" = 1'-0"

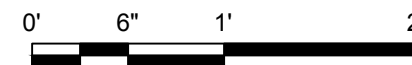


NOTE: SEE S-101 FOR STRUCTURAL NOTES

2

PIPE SUPPORT WALL BRACKET

SCALE: 1" = 1'-0"



PROJECT

HRRSA NORTH RIVER WWTF

TITLE

AERATION IMPROVEMENTS

COMM. NO.
214170.00

DRAWN
NKT

CHECKED
SMF

DWG. REFERENCE NO.
S-101

SKETCH NO:
SSK-001

DATE
7/15/2015

REV.