

**IFB No. 100314-FY11-02  
LEESBURG CENTRAL MAINTENANCE FACILITY  
FUEL ISLAND UPGRADE**

**ADDENDUM NO. 4  
May 25, 2011**

**NOTE #1:** Updated Bid Set includes minor changes on the following sheets. See individual sheets for red-lined / clouded updates (see attached plan sheets).

**Cover Sheet**

Revised table of contents. Added revision block update.

**Sheet C002**

Updated SWM/BMP narrative.

**Sheet C005**

Updated information on project limits and revised note.

**Sheet C006**

Added additional notes for clarification of design and revised utility alignment. Added water line coordination note. Labeled proposed manhole.

**Sheet C007**

Revised hydrology computations and updated information on project limits. Added invert note. Labeled proposed manhole.

**Sheet C008**

Updated adequate outfall computations and limits of disturbance.

**Sheet C009**

Updated information on project limits. Labeled proposed manhole.

**Sheet C010**

Provided more precise information about oil/water separator design and updated conduit bedding detail.

**Sheet C011**

Updated pipe profiles to reflect design changes; also added clarification note. Added yard hydrant details. Labeled proposed manhole.

**Sheet C012**

Added additional invert information for trench drain system and provided connection specifications.

**IFB NO. 100314-FY11-02 LEESBURG CENTRAL MAINTENANCE FACILITY FUEL  
ISLAND UPGRADE  
ADDENDUM NO. 4  
MAY 25, 2011  
PAGE 2 OF 3**

**Sheet C013**

Revised BMP sizing information and added dimension to slotted drain detail.

**Sheet C014**

New sheet added.

**Sheet C015**

New sheet added.

**Sheet C016**

New sheet added.

**Sheet G001**

Added coversheet and letter from geotechnical engineer as well as information about availability of geotechnical engineering report.

**Sheet A100**

Added vent through roof penetrations to roof plan.

**Sheet A300**

Added vent through roof detail to all elevations.

**Sheet A350**

Added vent through roof view to longitudinal section. Added vent through roof stand detail.

**Sheet S101**

Revised heavy duty grooved concrete pavement for heavy broom surface finish.

**Sheet M001**

Added extension of vents through roof for each tank. Deleted 3" vapor recovery line for diesel tank. Added general note for fuel storage to provide ground from each tank to grounding grid.

**NOTE #2:** All Alternate(s) shown on the bid form (updated bid form is attached) must be bid. The alternate(s) are listed in the order in which they will be utilized if and only if the base bids received exceed the budgeted funds for this project.

**NOTE #3:** Article 11: Bonds & Insurance in the General Conditions of the bid documents was updated (*in italics*) and is attached.

**IFB NO. 100314-FY11-02 LEESBURG CENTRAL MAINTENANCE FACILITY FUEL  
ISLAND UPGRADE  
ADDENDUM NO. 4  
MAY 25, 2011  
PAGE 3 OF 3**

**NOTE #4:** Please see the following changes in the Project Manual:

**TECHNICAL SPECIFICATIONS**

**DIVISION 13 – SPECIAL CONSTRUCTION**

**131200 Fuel Island Canopy – 2.3 PRE-ENGINEERED METAL CANOPY**

**ADD:** “E. Canopy Lights: Canopy lights shall be LSI Industries Inc., Encore Series Model # EC S 320 PSMV F MT BRZ or approved equal. Lights shall be provided by canopy manufacturer.”

**NOTE #5:** All references to Director, Capital Projects Management, shall mean **Deputy Director, Department of Public Works**. All references to Department of Capital Projects Management shall mean **Department of Public Works**.

1. Q: Kindly specify if the Oil Water Separator should achieve 10ppm or 15ppm oil effluent. Also mention if it is going to be a single wall or double wall unit?

**A: Please refer to Addendum #3.**

2. Q: How many uncoded chipkeys will be required?

**A: 200**

END ADDENDUM NO. 4

BID FORM – **BASE BID (Updated 05-25-2011)**

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<i>Miscellaneous</i>				
1	Mobilization / Demobilization	LS	1		
2	Construction Survey	LS	1		
	<b>Sub-Total Miscellaneous</b>				

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<i>Erosion &amp; Sediment Controls</i>				
3	Safety Fence Complete in Place Incl. Maintenance & Removal	LF	328		
4	Inlet Protection Complete in Place Incl. Maintenance & Removal	EA	2		
5	Silt Fence Complete in Place Incl. Maintenance & Removal (as directed by Loudoun County E&S Field Inspector)	LF	200		
	<b>Sub-Total Erosion &amp; Sediment Controls</b>				

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<i>Demolition / Removal</i>				
6	Remove existing UST fuel tanks to include tanks / pumps / concrete pad / concrete island / concrete wall enclosure, existing manhole / 12-inch DIP / connections and all incidentals related thereto. Note that no on-site stockpiling of materials is allowed and the contractor is responsible for removal and disposal of any in-situ soils to an approved dump site.	LS	1		
	<b>Sub-Total Demolition / Removal</b>				

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<i>Fuel Island</i>				
7	Installation of fuel island to include tanks / pumps / appurtenances complete in place / concrete pad / concrete island / asphalt resurfacing / Contech slotted trench drains, and all incidental items related thereto; all to be complete in place.	LS	1		
	<b>Sub-Total Fuel Island</b>				



Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<i>Canopy</i>				
8	Installation of canopy to include canopy / lighting / appurtenances and all incidentals related thereto; all to be complete in place	LS	1		
	<b>Sub-Total Canopy</b>				

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<b>Storm Sewer and BMP</b>				
9	Installation of storm sewer and BMP to include storm sewer pipe / Contech StormFilter BMP structure / appurtenances / connections to include canopy / downspouts / appurtenances and all incidentals related thereto; all to be complete in place	LS	1		
	<b>Sub-Total Storm Sewer and BMP</b>				

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<b>Oil/Water Separator</b>				
10	Installation of oil/water separator to include Underground Containment Solutions 1,000 gallon oil/water separator or approved equivalent / DIP / SS- 36manhole / appurtenances, connections and all incidental items related thereto; all to be complete in place	LS	1		
	<b>Sub-Total Oil/Water Separator</b>				

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<b>Conduits</b>				
11	Compressed air / appurtenances complete in place	LF	235		
12	Electrical / appurtenances complete in place	LF	215		
13	Communications / appurtenances complete in place	LF	205		
	<b>Sub-Total Conduits</b>				

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<b>Contaminated Soil Removal and Disposal (if required)</b>				
14	Excavation, removal, transport and proper disposal of contaminated soils at an approved dump site. Removal will be at the direction of the engineer (RK&K).	CY	25		
	<b>Sub-Total Contaminated Soil Removal (if required)</b>				

	<b>Base Bid (Items 1 to 14) Total</b>				
--	---------------------------------------	--	--	--	--

ADD ALTERNATE (Updated 05-25-2011)

Ref.	DESCRIPTION	Units	Qty.	Unit Price	Extension
	<b>Fleet Management Software</b>				
A	Faster Asset Solutions by CCG (See page 111460-15 and 111460-16 of Project Manual)	LS	1		
	<b>Sub-Total Fleet Management System</b>				

	<b>Add Alternate (Item A) Total</b>				
--	-------------------------------------	--	--	--	--



## CONTRACT ITEMS OF WORK (BASE BID)

### **Sequence of Construction:**

- 1- Demolition of existing concrete pad, adjacent concrete wall and pad, appurtenant structures, and removal of underground storage tanks, fittings, appurtenances, etc.
- 2- Installation of above ground storage tanks, forming of concrete pad and island.
- 3- Installation of trench drains, stormwater BMP structure, oil/water separator, and associated sewer connections.
- 4- Fuel dispenser installation, canopy erection, and utility connectivity to building.
- 5- All incidentals related thereto.
- 6- Start up all equipment, clean up job site, perform final checklist with owner/customer and train Town Personnel on running new equipment.

### **Miscellaneous:**

This item is to include mobilization, construction survey, removal and responsible disposal of on-site generated waste, and all incidentals thereto.

### **Erosion and Sediment Controls:**

This item is to include installation of the safety fence, complete and in place (including removal); inlet protection complete and in place (including removal), and the placement of silt fence as directed by Loudoun County E&S Field Inspector; and all erosion and sediment control incidentals thereto.

### **Demolition / Removal:**

This item is to include asphalt demolition; concrete pad/island demolitions; concrete wall and concreted pad demolition; excavation; underground storage tank removal including all appurtenances, connections, etc.; underground existing fuel island connections, including all appurtenances, connections, etc.; back-filling operations, removal and responsible disposal of on-site generated waste; and all incidentals related thereto. Note: No excavated materials to be stored on-site. All excavated soils will be transported to an approved dump site. Contractor to coordinate UST Closure with Engineer (Rummel, Klepper & Kahl, LLP) and the Town of Leesburg.

### **Fuel Island:**

This item is to include the installation of the concrete pad and associated appurtenances, complete and in place; installation of the concrete fuel island and associated appurtenances all complete in place, above ground storage tank installation with fuel dispensers and appropriate connections and appurtenances, complete and in place; asphalt resurface as necessary; Contech slotted trench drains, connections to BMP and oil/water separator, all items complete in place; and all incidental items related thereto. Contractor is responsible for removal and responsible/proper disposal of on-site generated waste.

### **Canopy:**

This item is to include the installation of the canopy; lighting; appurtenances complete and in place and all incidentals items related thereto. Contractor is responsible for removal and responsible/proper disposal of on-site generated waste.

**Storm Sewer and BMP:**

This item is to include the installation of the storm sewer and BMP; storm sewer pipe/ Contech Storm Filter BMP structure; connections to canopy downspouts; all associated appurtenances, all items complete in place; and all incidental items related thereto. Contractor is responsible for removal and responsible/proper disposal of on-site generated waste.

**Oil/Water Separator:**

This item is to include the installation of the 1,000 gallon Underground Containment Solutions (or approved equivalent) oil/water separator, connection pipes, SS-36 manhole and all associated appurtenances; all complete and in-places; and all incidental items thereto. Contractor is responsible for removal and responsible/proper disposal of on-site generated waste.

**Conduits:**

This item is to include the installation the compressed air, associated appurtenances and incidental items thereto; electrical lines, associated appurtenances and incidental items thereto; communication lines, associated appurtenances and incidental items thereto; asphalt demolition, trenching and replacement and all incidental items thereto; all complete in place. Contractor is responsible for removal and responsible/proper disposal of on-site generated waste.

**Contaminated Soil Removal and Disposal (if required)**

If contaminated soils are present, this item is to include the excavation, removal, transport and dumping of the contaminated soil at an approved dump site. The contractor will coordinate the UST removal and closure plan with the Engineer (RK&K) and the removal of contaminated soils will be at the direction of the Engineer. The Engineer will be on-site and will collect up to 8 samples for testing

**Permits:**

This item is to include permit coordination. The Town of Leesburg can apply for the building permit(s), however the contractor is to pick up the permit(s) and transfer them to his name and assign all sub-consultants to the applicable permits.

**CONTRACT ITEMS OF WORK (ADD ALTERNATE)****Fleet Management System:**

This item is to include the purchase, installation and training for a Fleet Management Software system, based on the requirements outlined in the Project Manual, pages 111460-15 and 111460-16. The system identified is the Faster Asset Solutions by ACG.

This item is considered **an add alternate**. If funding is available, the award will be made to the lowest responsive, responsible bidder whose base bid plus alternate is the lowest price. If this price exceeds available funds, the bidder with the lowest base bid will be awarded the contract.

**END OF SECTION**



## GENERAL CONDITIONS

### ARTICLE 11: BONDS AND INSURANCE

#### 11.1 BONDS

- 11.1.1 The Contractor shall furnish to the Owner a performance bond in the sum of the contract price executed by a surety authorized to do business in Virginia, payable to the Town of Leesburg, Virginia, or such other entity as may be identified in the Contract, and conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications, and conditions of the Contract Documents.
- 11.1.2 The Contractor shall furnish to the Owner a payment bond in the amount of the contract price payable to the Town of Leesburg or such other entity as may be identified in the Contract, and executed by a surety authorized to do business in Virginia. Such bond shall be conditioned on the prompt payment to all claimants who have and fulfill contracts to supply labor or materials to the Contractor for all material furnished or labor supplied or performed in the prosecution of the Work. "Labor and materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the project site.
- 11.1.3 If the amount of all Work subcontracted to any one Subcontractor is in excess of \$10,000, the Contractor may at his option require the Subcontractor to furnish a Labor and Material Payment Bond with surety thereon, in the amount of fifty percent of the amount of the Subcontract.
- 11.1.4 The Contractor shall ensure that all sureties providing bonds for the Project will give written notice to the Owner, at least thirty days prior to expiration or termination of the bond(s).
- 11.1.5 If the surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, the Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Owner.
- 11.1.6 If at any time, the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance and Labor and Materials Payment Bonds, or if for any other reason, such bond shall cease to be adequate security to the Owner, the Contractor shall within five days after notice from the Owner to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to the Owner. The premium on such bond(s) shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new sureties have been qualified and accepted by the Owner.
- 11.1.7 If more than one surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond.

## GENERAL CONDITIONS

### 11.2 CONTRACTOR'S LIABILITY INSURANCE

11.2.1 The Contractor shall provide to the Owner, a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the Owner. The minimum insurance coverage shall be:

1. Workers Compensation Insurance – as required by federal, state, and municipal laws for the protection of all Contractors' employees working on or in connection with the project shall be in accordance with Title, 2.2-4332, Va. Code Ann.
2. Comprehensive General Liability Bodily Injury and Property Damage: *\$3,000,000 combined single limit/each occurrence in the primary policy or through the use of Umbrella or Excess Limits.*

The General Liability Insurance shall include the following coverages; comprehensive form, premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual liability insurance, broad form property damage including completed operations, contractors protective liability, personal injury (all insuring agreements) deleting the employee exclusion, and owners protective liability.

3. Contractor's Automobile Liability (Bodily Injury and Property Damage):

*\$3,000,000 combined single limit per occurrence in the primary policy or through the use of Umbrella or Excess Limit*

The Automobile Liability Insurance shall include the following coverages; comprehensive form, owned, hired, and non-owned.

4. Property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Article 9.8 or until no person or entity other than

## GENERAL CONDITIONS

the Owner has an insurable interest in the property required by this Article 11.5 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

*If the liability insurance purchased by the Corporation has been issued on a "claims made" basis, the Corporation must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same.*

*The Corporation must either:*

- 1. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Corporation's work under this Agreement, or*
- 2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.*

- 11.2.2** Additional Insured – The Owner, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate and a copy of the additional insured endorsement shall be forwarded to the Owner along with the copy of the insurance certificate.
- 11.2.3** Contract Identification – The insurance certificate shall state this Contract's number and title.
- 11.2.4** The Contractor shall secure and maintain until all work required under the Contract is accepted, such insurance as will protect the Contractor and the Owner from claims directly or indirectly arising or alleged to arise out of the performance of, or failure to perform the Work, or the condition of the Work or the jobsite, from claims by workers, suppliers, Subcontractors, and the general public; from claims made under safe place laws, or any law with respect to protection of adjacent landowners; and from any other claims for damages to property from operations by the Contractor or any Subcontractor, or anyone directly or indirectly employed by either of them.



## GENERAL CONDITIONS

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all 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.

No acceptance or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

- 11.2.5** These certificates and the insurance policies required by Article 11.2 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Article 9.8. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- 11.2.6** Neither the Owner nor the Owner's Project Manager shall have any obligation to review any Certificates of Insurance provided by the Contractor or to check or verify the Contractor's compliance with any and all requirements regarding insurance imposed by the Contract. The Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or Certificate of Insurance provided by the Contractor not comply with the Contract's insurance requirements.
- 11.2.7** If the Contractor fails to comply with the Contract's insurance requirements, the Owner shall be entitled to recover all amounts payable as a matter of law to the Owner or any other parties, including but not limited to the Owner's Project Manager, had the insurance coverage been in effect. Any recovery shall include but is not limited to interest for the loss of the use of such amounts of money, attorneys' fees, costs and expenses incurred in securing such determination and any other consequential damages.
- 11.2.8** Partial occupancy or use in accordance with Article 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **11.3 WAIVERS OF SUBROGATION**

## **GENERAL CONDITIONS**

**11.3.1** The Owner and Contractor waive all rights against (1) each other and any of the Subcontractors, Sub-subcontractors, agents and employees, each of the other, and (2) the Owner's Project Manager and Engineer or Architect or their consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Article 11.5 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of his consultants, separate contractors, if any, and the Subcontractors, Sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### **11.4 ADDITIONAL INSURANCE PROVISIONS**

**11.4.1** A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Article 11.5.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**11.4.2** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 12.

**11.4.3** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Article 7.4. The Owner as fiduciary shall, in the case of disputes, make settlement with insurers in accordance with orders of the Court.

**END OF ARTICLE 11**