PROJECT MANUAL

ARJWS WATER TREATMENT PLANT
RAW WATER PUMP STATION IMPROVEMENTS

Anderson, South Carolina

for

Anderson Regional Joint Water System

SCIIP

May 2025

Prepared By

Goodwyn Mills Cawood, LLC
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GMC PROJECT NUMBER: CGRE250033

Set Number: ____

LAKE HARTWELL WATER TREATMENT PLANT RAW WATER PUMP STATION IMPROVEMENTS

FOR

ANDERSON REGIONAL JOINT WATER SYSTEM

ANDERSON, SOUTH CAROLINA

GMC PROJECT NO. CGRE250033

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MEMO

To: All Plan Holders

From: Amy Hopkins, PE

Subject: LAKE HARTWELL WATER TREATMENT PLANT RAW WATER PUMP STATION IMPROVEMENTS

GMC Project No. CGRE250033

Date: May 1**9**, 2025

Please be advised that all questions or comments for the above subject project will be accepted in writing only via email. All questions or comments must be received in this office by **5 pm on June 6th, 2025.**

You can email your questions or comments to Amy.Hopkins@gmcnetwork.com. Appropriate responses will be issued only to those items considered necessary by the Engineer via an addendum. No questions will be accepted via telephone.

This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP), which is administered by the South Carolina Rural Infrastructure Authority (RIA) and funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF requirements and SCIIP requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. Respondents on this work will be required to comply with all applicable federal regulations, including those listed in Article 19 Federal Requirements and Section 00000 Grantee Debarment Certification Form.

Anderson Regional Joint Water System (Owner) is requesting Bids for the construction of the following Project:

Lake Hartwell Water Treatment Plant Raw Water Pump Station Improvements
CGRE250033

Bids for the construction of the Project will be received at the **office of ARJWS** located at **998 Hunters Trail Anderson, SC 29625**, until **June 19th, 2025** at **2:00 pm** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

Supply of one (1) 400-hp vertical turbine pump and motor as specified in 43 23 13. And an additive alternate option to supply one (1) 600-hp vertical turbine pump and motor as specified in 43 23 13.

Bids are requested for the following Contract: **Lake Hartwell Water Treatment Plant Raw Water Pump Station Improvements**

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found by reaching out to the following contact:

Amy Hopkins; amy.hopkins@gmcnetwork.com

Bidding Documents may be downloaded from the designated SharePoint site.. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Goodwyn Mills Cawood, LLC.
117 Welbon St Greenville, SC 29601
(864) 527-0460
Amy Hopkins
Amy.hopkins@gmcnetwork.com

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8am-5pm,** and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Copies of the Bidding Documents may be obtained from the Issuing Office upon payment of **$75 for a printed set.** No refunds will be granted. Check for Bidding Documents shall be payable to "**Goodwyn Mills Cawood, LLC.".** Upon receipt of check as indicated above, or electronic proof of check as submitted via email to becca.pick@gmcnetwork.com, the Issuing Office will transmit the Bidding Documents via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Bidder

is solely responsible for verifying the most recent version of Bidding Documents, including any addenda, have been downloaded if electronic access has been purchased.

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents or electronic documents on compact disk will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Pre-bid Conference

A pre-bid conference for the Project will be held on **May 28th, 2025** at **10 am** at **the offices of 998 Hunters Trail Anderson, SC 29625.** Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP), which is administered by the South Carolina Rural Infrastructure Authority (RIA) and funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF requirements and SCIIP requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. Respondents on this work will be required to comply with all applicable federal regulations, including those listed in the General Conditions and Supplemental Conditions.

This Advertisement is issued by:

Owner: **Anderson Regional Joint Water System**
By: **Christopher Weber**
Title: **Executive Director**
Date: **May 19 , 2025**

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - BIDS RECEIVED

2.01 Refer to advertisement for information on receipt of Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.

3.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.03 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

4.01 To demonstrate Bidder's qualifications to furnish Goods and Special Services, within five days of Buyer's request Bidder shall submit written evidence, such as financial data and previous experience.

4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION

5.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be provided so that Bidder may

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conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.

5.02 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;

B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;

D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;

E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and

F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 6 - PRE-BID CONFERENCE

6.01 A pre-bid conference will be held at 10 a.m. on Wednesday, May 28th, 2025 at 998 Hunters Trail, Anderson, sC 29625. Representatives of Buyer and Engineer will be present to

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discuss the Goods and Special Services to be furnished. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

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8.03 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods *or furnish Special Services within the Contract Times*, are set forth in the Agreement.

ARTICLE 11 - "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, including the Addenda. Bidders may propose "or equal" materials and equipment, which if approved by Engineer will be identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed "or-equal" item. No item of material or equipment will be considered by Engineer as an "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 5.04 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. Bidders shall not rely upon approvals unless set forth in an Addendum.

ARTICLE 12 - PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the Issuing Office.

12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates the words "No Bid," "No Change," or "Not Applicable" may be entered.

12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

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12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

12.06 A Bid by an individual shall show the Bidder's name and official address.

12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

12.08 All names must be typed or printed in ink below the signature.

12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS

13.01 Base Bid with Alternates

A. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to furnish the Goods and Special Services described in the Bidding Documents as the base, to which work may be added for sums stated in Alternate Bids. An "Alternate Bid" (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the Goods and Special Services, as described in the Bidding Documents, is accepted.

B. Bidder shall submit a Bid for the lump sum Base Bid, and include a separate Alternate Bid for each alternate described in the Bidding Documents as set forth in the Bid Form.

C. For determination of the apparent low Bid, Bids will be compared on the basis of the aggregate amount of the Base Bid, plus (in the order of priority listed on the Bid Form) the additive Alternate Bids providing the most features of the Project within the funds determined by the Buyer to be available before Bids are opened. If the addition of another Alternate Bid in the listed order of priority would make the aggregate amount exceed such available funds for all Bids, it will be skipped and the next subsequent Alternate Bid in a lower amount will be added if award thereon can be made within such funds.

D. The listed order of priority for Alternates will be followed only for the determination of the apparent low Bid. After the determination of the apparent low Bid as stated, award

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in the best interest of the Project may be made to said Bidder on its Base Bid and any combination of its additive Alternate Bids for which Buyer determines funds will be available at the time of award, provided that the award on any such combination of Base Bid and additive Alternate Bids does not exceed the amount offered by any other Bidder for the same combination.

E. The comparison of Bidders' data submitted with the Bid will include an evaluation of the operating expense during the anticipated useful life of the equipment. Costs related to efficiency will be calculated as follows:

F. Anticipated useful life 20 years.

G. Annual service_3650_ hours.

H. Average energy costs__.06__¢/kwh.

I. Capitalization at __7.00__% annual interest.

J. This contract will be awarded to the responsible Bidder whose Bid is lowest after factoring in all cost information."

ARTICLE 14 - SUBMITTAL OF BID

14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond. The unbound copy of the Bid Form is to be completed and submitted with the Bid security. Also submit the following documents:

14.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to 998 Hunters Trail, Anderson, SC 29625.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special

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Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

ARTICLE 16 - OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be nonresponsible. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.

18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.

18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.

18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

18.06 The contract will be awarded to lowest responsive, responsible bidder able to meet specification requirements. SAM registration is required for all bidders.

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ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

19.01 Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.

ARTICLE 20 - SIGNING OF AGREEMENT

20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 21 - SALES AND USE TAXES

21.01 Buyer is exempt from South Carolina state sales and use taxes on materials and equipment to be incorporated in the Project (Exemption No. 2054503-000). Said taxes shall not be included in the Bid. Refer to Paragraph 5.05 of the Supplementary Conditions for additional information.

ARTICLE 22 - RETAINAGE

22.01 Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 23 - CONTRACT TO BE ASSIGNED

23.01 Bidder's attention is directed to the provisions of Paragraph 11.02 of the Agreement which provide for the assignment of the Contract to a construction contractor designated by the Buyer to construct the Lake Hartwell Raw Water Pump Station. Bidder should consider the application of the terms and conditions of the Contract Documents after assignment, and is advised of the duty to continue to perform the Contract after it has been assigned to the construction contractor. Timing of the assignment is set forth in the Agreement. Forms documenting the assignment of the Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Agreement.

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BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

ANDERSON REGIONAL JOINT WATER SYSTEM
998 HUNTERS TRAIL, ANDERSON, SC 29625

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

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D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1		1	ea	$	$
2		1	ea	$	$
	Summary TOTAL				$
3	Additive Alternate	1	ea	$	$
				Total of All Bid Prices	$

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of EJCDC C-430.

B. List of Proposed Major Suppliers;

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C. Required Bidder Qualification Statement with Supporting Data; and

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____

(SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

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A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

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E-mail address: _____

Second Joint Venturer Name: _____(SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone: _____Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture:_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

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BID BOND (PENAL SUM FORM)

Bidder Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**
Bond Penal Sum: **[Amount]** Date of Bond: **[Date]**	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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NOTE TO USER

EJCDC has designated Section 00520 for this Agreement. If this convention is used, the first page of the Agreement would be numbered 00520-1. If CSI's MasterFormat 04™ is being used for the Project Manual, consult MasterFormat 04™ for the appropriate section number and number the pages accordingly.

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AGREEMENT

THIS AGREEMENT is by and between ANDERSON REGIONAL JOINT WATER SYSTEM ("Buyer")
and _____("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:

ARTICLE 3 – ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by GOODWYN MILLS CAWOOD, LLC ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

4.01 The Point of Destination is designated as: ***998 HUNTERS TRAIL, ANDERSON, SC 29625***

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

A. Days for Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within 30 days after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited

whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

B. *Days to Achieve Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery within 180 days (but not earlier than 150 days) after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions.

5.03 *Buyer's Final Inspection*

A. Days to Achieve Final Inspection: Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 14 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any.

5.04 *Liquidated Damages*

A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer $50 for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods.

ARTICLE 6 – CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

A. The prices stated in Seller's Bid, attached hereto as an exhibit.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments; Retainage*

A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 10 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

2. Upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 *Final Payment*

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.

B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress and the furnishing of the Goods and Special Services.

C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.

D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages __ to __, inclusive);

~~2. Performance Bond (pages __ to __, inclusive);~~

3. Payment Bond (pages ____ to ____, inclusive);

4. Other bonds

a. ____Bid Bond_____ (pages ____ to ____, inclusive);

b. _____ (pages ___ to ___, inclusive);

c. _____ (pages ___to ___, inclusive);

5. General Conditions (pages ___ to ___, inclusive);

6. Supplementary Conditions (pages ___ to ___, inclusive);

7. Specifications as listed in table of contents of the Project Manual;

~~8. Drawings, consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title:~~

9. Addenda (Numbers ____ to ____, inclusive);

10. Exhibits to this Agreement (enumerated as follows):

a. ~~Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.~~

b. ~~Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety.~~

c. Seller's Bid, solely as to the prices set forth therein (pages ___ to ___, inclusive);

d. Documentation submitted by Seller prior to Notice of Award (pages ___ to ___, inclusive);

e. _____ ;

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;

b. Change Order(s);

c. Work Change Directive(s).

B. The documents listed in Paragraph 10.01.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 10.

D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

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

B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.02 *Successors and Assigns*

A. Buyer and Seller 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.

11.03 *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 Buyer and Seller. 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.

11.04 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.05 *Limitations*

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or

to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

B. Mutual Limitation of Liability: Buyer and Seller further agree that the total liability of each party to the other for claims, costs, losses, and damages arising from this Contract shall be limited to the amount established in this Agreement as the Contract Price.

C. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

11.06 *Other Provisions.*

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

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

Buyer: _____

By: _____
[Corporate Seal]

Attest: _____

Address for giving notice:

_____

_____

_____

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

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

Seller: _____

By: _____
[Corporate Seal]

Attest: _____

Address for giving notice:

_____

_____

_____

Agent for service of process:

_____

_____

_____

_____

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

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

PAYMENT BOND
FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer or other party shall be considered plural where applicable.

SELLER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

BUYER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Bond Number:
Amount:
Modifications to this Bond Form:

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

Seller as Principal
Company: (Corp. Seal)

Signature:
Name and Title:

Surety
Company: (Corp. Seal)

Signature:
Name and Title:
(Attach Power of Attorney)
Address:
Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal
Company: (Corp. Seal)

Signature:
Name and Title:

Surety
Company: (Corp. Seal)

Signature:
Name and Title:
Address:
Telephone Number:

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1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.

2. With respect to Buyer, this obligation shall be null and void if Seller:

   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.

3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2. Claimants who do not have a direct contract with Seller:

      a. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

      b. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and

      c. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.

5. If a notice required by Paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer

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accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.

9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, 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 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.

12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract 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. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

    15.1 *Claimant:* An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller'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.

    15.2. *Contract:* The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.

    15.3. *Buyer Default:* Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

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PERFORMANCE BOND
FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer, or other party shall be considered plural where applicable.

SELLER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

BUYER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Bond Number:
Amount:
Modifications to this Bond Form:

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

Seller as Principal
Company: (Corp. Seal)

Signature:
Name and Title:

Surety
Company: (Corp. Seal)

Signature:
Name and Title:
(Attach Power of Attorney)
Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal
Company: (Corp. Seal)

Signature:
Name and Title:

Surety
Company: (Corp. Seal)

Signature:
Name and Title:
Address:
Telephone Number:

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1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.

2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:

    3.1. Buyer has notified Seller and Surety pursuant to Paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller, and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and

    3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in Paragraph 3.1; and

    3.3. Buyer has agreed to pay the Balance of the Contract Price to:

        a. Surety in accordance with the terms of the Contract;

        b. Another seller selected pursuant to Paragraph 4.3 to perform the Contract.

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

    4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or

    4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

    4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and a seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or

    4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:

        a. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or

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b. deny liability in whole or in part and notify Buyer citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.

6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

   6.1. the responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;

   6.2. Additional legal, design professional, and delay costs resulting from Seller's Default, and resulting from the actions of or failure to act of Surety under Paragraph 4; and

   6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.

7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the 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 Buyer or its heirs, executors, administrators, successors, or assigns.

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

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location of the Point of Destination, and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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12. Definitions.

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

12.2. *Contract:* The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.

12.3. *Seller Default:* Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. *Buyer Default:* Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

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STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.

3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.

6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

8. *Buyer*—The individual or entity purchasing the Goods and Special Services.

9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

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10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.

13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.

14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.

15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.

16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

17. *Engineer*—The individual or entity designated as such in the Agreement.

18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.

19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.

21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

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22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.

24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.

25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.

26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.

27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.

28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.

29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.

30. *Seller*—The individual or entity furnishing the Goods and Special Services.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.

32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.

33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.

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35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

SC-1.01 *Definitions*

When using defined terms, it is essential to use initial capitals, as indicated in the General Conditions.

The modification of terms defined in Article 1 or the addition of more defined terms for general use in the Contract Documents should be accomplished in SC-1.01. Such definitions might include "Construction Coordinator," "Construction Manager," "Project Manager," and "Buyer's Site Representative." Obviously, the addition of any new defined terms presumably will also entail changes elsewhere in the General Conditions, and perhaps in other Contract Documents as well.

Two terms that are not used in EJCDC's construction (C-Series) or Engineering (E-Series) documents have been introduced here in the Procurement documents to define the parties executing the procurement contract. "Buyer" is used in lieu of "Owner," and "Seller" in lieu of "Contractor." In many instances, the procurement contract will be assigned to the construction contractor retained to build the Project. The EJCDC Procurement documents do not assume or require such an assignment, but provisions are made for that arrangement (see Paragraph A-11.02). After such an assignment, the construction contractor becomes the Buyer and assumes all Buyer duties and responsibilities. As a result of such an assignment the Project owner is relieved of all Buyer obligations and liabilities under the procurement Contract, but retains the duties and responsibilities of "Owner" under the construction contract. These Procurement Documents have been coordinated with respect to the duties and rights of all parties and if their terms are to be modified, a careful review of all parts of the Contract will be required.

SC-SC-1.01.A.9 Change Order

The definitions of "Change Order" (GC-1.01.A.9) and "Work Change Directive" (GC 1.01.A.36), and the related change procedures in GC-7.01 are straightforward and consistent with conventional practice. A Change Order is fundamentally an agreement between Buyer and Seller, and in the standard Procurement Documents does not require Engineer's recommendation or signature. This approach may differ from that of some owners in which case any necessary changes of these definitions should be made in SC-1.01.A, and changes of the procedures should be made in SC-7.01. Before doing so, however, a careful review should be made of the numerous contexts in which the term

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"Change Order" is used in the Contract Documents. Care should also be taken when those terms are used in the Specifications.

SC-SC-1.01.A.10 Claim

The term "Claim" is narrowly defined to include demands or assertions by Buyer or Seller and to exclude the claims of third parties. This term may need to be modified to comply with applicable Laws and Regulations or practices.

SC-1.01.A.11 *Contract*

The term "Contract" has been included in recognition of its wide use as a Project identifier. This term may need to be modified to comply with applicable Laws and Regulations or existing practices.

SC-1.01.A.24; SC-1.01.A.25 *Notice of Award; Notice to Proceed*

It may be that the parties do not contemplate giving a Notice of Award or a Notice to Proceed and wish to eliminate reference to these terms in the General Conditions. Such changes may be accomplished in SC-1.01.A.24 and SC-1.01.A.25. However, in any such case, all references to the particular defined term appearing elsewhere in the General Conditions should be eliminated. The term "Notice to Proceed" is used primarily in GC 2.04, and any change with respect to it should be accomplished in SC-2.04. The term "Notice of Award" is used primarily in the Instructions, Bid Form, and Agreement, and any required corresponding changes should be made directly in those documents.

SC-1.01.A.26 *Point of Destination*

This term is included to recognize that in many instances, Goods will not be delivered to the Project site, but may be designated for delivery to an alternate location, perhaps a storage area or facility. The specific address or location of the Point of Destination must be designated in the Agreement.

SC-1.01.A.28 *Project Manual*

The term "Project Manual" follows CSI concepts and terminology. If the components will vary, this should be noted in SC-1.01.A.28.

SC-1.01.A.37 *Unit Price Goods and Special Services*

If unit prices are requested with the Bid, the following definition should be added. See additional modifications to SC-9.07 and SC-10.08.

SC-1.01.A

37. Unit Price Goods and Special Services—Goods and Special Services to be paid for on the basis of unit prices.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that fail to conform to the Contract Documents.

3. The word "receipt" when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.

4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

SC-*Terminology*

GC-1.02, *Terminology*, discusses terms used throughout the Bidding Documents and Contract Documents but not otherwise defined. Other terms used repeatedly may be referenced in SC-1.02.

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In GC-1.02.B.2, the term "non-conforming" is used when referring to Goods and Special Services, rather than the term "defective" which is used in the EJCDC Construction Documents. When considering the rights and remedies in a purchase transaction, the word "defective" may be too restrictive. For example, even if a "good" is not defective, it can still be non-conforming if it is delivered untimely or to the wrong location.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

SC-2.01 *Delivery of Bonds*

If Seller will not be required to furnish a performance or payment bond, it may be desirable to delete GC-2.01 and GC-4.01. Such changes should be accomplished in SC-2.01 and SC-4.01. In addition, corresponding changes may be required in other Bidding Documents.

2.02 *Evidence of Insurance*

A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

SC-2.02 *Evidence of Insurance*

Under GC-2.02 Seller must provide evidence of insurance at the same time it delivers the executed counterparts of the Agreement. This early deadline is a more prudent practice than allowing insurance verification to be submitted at or shortly before delivery. Any exceptions to the early deadline should be noted in SC-2.02.

2.03 *Copies of Documents*

A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03 *Copies of Documents*

If it is desired to change the number of copies of the Contract Documents to be furnished to Seller, use SC-2.03.

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2.04 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

SC-2.04 *Commencement of Contract Times; Notice to Proceed*

The Instructions, Bid Form, Agreement, and General Conditions establish a schedule of events from the opening of Bids to the day when the Contract Times must start to run.

The events contemplated by the proposed schedule, based on a 60-day period for Bids to remain subject to acceptance, may be summarized as follows:

Day 1 Bid Opening

Day 1-35, or pre-opening. Within 5 days of a request therefor each Bidder must submit to Buyer written evidence of Bidder's qualifications as provided in I-4.

Day 36 Notice of Award should be given to Successful Bidder by this date in order to complete the two subsequent events within the time specified and not exceed the 60-day period for Bids to remain open. Notice of Award must be accompanied by the Agreement in form for signing and with all exhibits attached (see I-20.01).

Day 51 By this date (or within 15 days of delivery of Notice of Award) Successful Bidder (Seller) must return the signed Agreement, evidence of insurance, and other required documents to Buyer (see I-20.01). Failure to do so will permit forfeiture of Bid security under I-8.02.

Day 61 By this date (or within 10 days of receipt of signed Agreement and other documents from Seller) Buyer must sign and deliver to Seller one signed counterpart of Agreement with all Exhibits attached (see I-20.01). This is usually the Effective Date of the Agreement.

Day 61 The Contract Times must start running no later than this date (or 30 days after the Effective Date of the Agreement if that is earlier), but by use of a Notice to Proceed as contemplated by GC-2.03 they may start running earlier than that once the Agreement has been signed by both parties and has become effective.

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2.05 *Designated Representatives*

A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.

B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

SC-2.06 *Progress Schedule*

Supplemental information with respect to the schedule is considered administrative in nature or work-related and should be covered in the General Requirements (Division 1 of the Specifications). If the time of submitting a schedule for review is to be changed, it should be done in SC-2.06.B, and coordinated with the time for the preliminary conference in GC-2.07.

2.07 *Preliminary Conference*

A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

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ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

SC-3.01 *Intent*

Some specifiers prefer to list the various Contract Documents in the order in which they are to be given precedence in case there is a conflict between documents. EJCDC does not consider such "order of precedence" clauses desirable (see Commentary) but, if used, such a clause may be added at SC-3.01.A.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

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SC-3.02 *Standards, Specifications, Codes, Laws and Regulations*

The words "except as may be otherwise specifically stated in the Contract Documents," which appear at the end of GC-3.02.A (and at the beginning of GC-3.03.B), customarily refer to a change or supplement to be added in the Specifications rather than in the Supplementary Conditions. Frequently, the Specifications make reference to standards, specifications, manuals, or codes of technical societies, organizations, or associations. These references are intended to amplify the descriptions of materials, equipment, construction systems, standards, and workmanship; however, they are not intended to revise or supersede the provisions of the Contract Documents except in special circumstances and then only if specifically so stated.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Seller's Review of Contract Documents Before the Performance of the Contract*: Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.

2. *Seller's Review of Contract Documents During the Performance of the Contract:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.

3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

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3.04 *Amending and Clarifying Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.

B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.

C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or

3. Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 *Bonds*

A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Seller 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 or it ceases

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to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

SC-4.01 *Bonds*

If Seller will not be required to furnish performance or payment bonds, it will be necessary to delete GC-2.01 and GC-4.01. Where reference is made to the surety, corresponding changes may be required in other Contract Documents as well. Paragraph I-8.01 refers to GC-4.01, where certain requirements for surety companies are set forth. If these requirements are to be changed or if Seller will be required to furnish bonds other than those prescribed in GC-4.01 or if the form of any bond is to be prescribed (see Performance Bond for Procurement Contracts, EJCDC P-610, and Payment Bond for Procurement Contracts, EJCDC P-615), this information should appear in SC-4.01. Note that the time periods provided in other bond forms may differ from those required by GC-4.01.

4.02 *Insurance*

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.

B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.

D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.E:

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

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claims under workers' compensation, disability benefits, and other similar employee benefit acts;

claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;

claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs SC-4.02.F.3 through SC-4.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and [*Here list by name, (not Project role) other persons or entities to be included on policy as additional insureds*] all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of

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insurance furnished by the Seller pursuant to Paragraph SC-4.02.I will so provide);

6. **remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 8.03;**

7. **with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter); and**

8. **with respect to any delegation of professional design services to Seller pursuant to Paragraph 5.10 of the General Conditions, include professional liability coverage by endorsement or otherwise.**

H. The limits of liability for the insurance required by Paragraph SC-4.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers' Compensation, and related coverages under Paragraphs SC-4.02.F.1 and F.2:**

State: Statutory

Applicable Federal
(e.g., Longshoreman's): Statutory

Employer's Liability: $500,000

2. **Seller's General Liability under Paragraphs SC-4.02.F.3 through F.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:**

General Aggregate $2,000,000

Products - Completed

Operations Aggregate $2,000,000

Personal and Advertising

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Injury **$1,000,000**

Each Occurrence (Bodily Injury and Property Damage) **$1,000,000**

Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

Excess or Umbrella Liability

General Aggregate **$2,000,000**

Each Occurrence **insurance** **2,000,000**

3. Automobile Liability under Paragraph SC-4.02.F.6:

Bodily Injury:

Each person **$1,000,000**

Each Accident **$1,000,000**

Property Damage:

Each Accident **$500,000**

Combined Single Limit of **$1,000,000**

I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

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4.03 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 *Labor, Materials and Equipment*

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.

B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:

1. new, and of good quality;

2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and

3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and

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other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:

a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and

b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

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C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 *Taxes*

A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

SC-5.05

B. Buyer is exempt from payment of sales and compensating use taxes of the State of South Carolina and of cities and counties thereof on all materials and equipment to be incorporated into the Project facilities.

1. Buyer will furnish the required certificates of tax exemption to Seller with respect to materials and equipment to be incorporated into the Project facilities.

2. Buyer's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Seller, or to supplies or materials not incorporated into the Project facilities.

3. The Contract Price does not include the cost of sales or compensating use taxes to the extent such are exempted by this paragraph.

5.06 *Shop Drawings and Samples*

A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.

B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:

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a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and

b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.

2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.

3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.

4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples.

2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.

3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

SC-5.06

F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for

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reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Seller shall reimburse Buyer for Engineer's charges for such time.

F. In the event that Seller requests a change of a previously approved item, Seller shall reimburse Buyer for Engineer's charges for its review time unless the need for such change is beyond the control of Seller.

5.07 *Continuing Performance*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.

B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.

C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or

2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;

3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or

4. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and

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Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;

2. recommendation by Engineer or payment by Buyer of any progress or final payment;

3. use of the Goods by Buyer;

4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;

5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;

6. any inspection, test or approval by others; or

7. any correction of non-conforming Goods and Special Services by Buyer.

E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

F. Seller makes no implied warranties under this Contract.

5.09 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent cause by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.

E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 *Shipping*

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

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6.02 *Delivery*

A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.

B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.

E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

6.04 *Progress Schedule*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.

1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

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ARTICLE 7 – CHANGES: SCHEDULE AND DELAY

7.01 *Changes in the Goods and Special Services*

A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).

B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.

C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.02 *Changing Contract Price or Contract Times*

A. The Contract Price or Contract Times may only be changed by a Change Order.

B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.

C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.

D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.

E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.

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F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 - BUYER'S RIGHTS

8.01 *Inspections and Testing*

A. *General:*

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.

3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.

6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

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1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.

3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.

2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.

3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods:

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.

3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

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C. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-comformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

D. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

F. *Buyer's Rejection of Conforming Goods:*

If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

8.03 *Correction Period*

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

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ARTICLE 9 - ROLE OF ENGINEER

9.01 *Duties and Responsibilities*

A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 *Clarifications and Interpretations*

A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 *Authorized Variations*

A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 *Rejecting Non-Conforming Goods and Special Services*

A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 *Decisions on Requirements of Contract Documents*

A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.

B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

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9.06 *Claims and Disputes*

A. *Notice*: Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.

B. *Engineer's Decision*: Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.

E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.

G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

SC-9.07 *Determinations of Unit Price Quantities*

Engineer will determine the actual quantities and classifications of Unit Price Goods and Special Services furnished by Seller, and the written decisions of Engineer on such matters will be final and binding upon Buyer and Seller (except as modified by Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Paragraph 9.06.

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ARTICLE 10 - PAYMENT

10.01 *Applications for Progress Payments*

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.

1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.

2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 *Review of Applications for Progress Payments*

A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.

1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.

2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.

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3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 *Amount and Timing of Progress Payments*

A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and

2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer’s written request.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer’s satisfaction.

10.05 *Final Application for Payment*

A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

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10.06 *Final Payment*

A. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

SC-10.08 ***Unit Price Goods and Special Services***

Where the Contract Documents provide that all or part of the furnishing of the Goods and Special Services is to be paid for with unit prices, initially the Contract Price will be deemed to include, for all Unit Price Goods and Special Services, an amount equal to the sum of the products resulting from multiplication of the unit price for each separately identified item of Unit Price Goods and Special Services by the estimated quantity of each such item as indicated in the Agreement.

The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Goods and Special Services furnished by Seller will be made by Engineer subject to the provisions of Paragraph SC- 9.07.

Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified item.

Buyer or Seller may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 9.06 if:

the quantity of any item of Unit Price Goods and Special Services furnished by Seller differs materially and significantly from the estimated quantity of such item indicated in the Agreement, and

there is no corresponding adjustment with respect to any other item of Unit Price Goods and Special Services; and

Seller believes that Seller is entitled to an increase in Contract Price as a result of having incurred additional expense or Buyer believes that Buyer is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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10.07 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.

2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 *Suspension of Performance by Seller*

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

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11.04 *Breach and Termination*

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:

a. wrongful rejection or revocation of Buyer's acceptance of the Goods,

b. failure to make payments in accordance with the Contract Documents, or

c. wrongful repudiation of the Contract.

2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:

a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,

b. wrongful repudiation of the Contract, or

c. delivery or furnishing of non-conforming Goods and Special Services.

2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

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b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 *Intellectual Property and License Fees*

A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.

B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 *Seller's Infringement*

A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.

B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.

C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

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12.03 *Buyer's Infringement*

A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).

B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.

C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or ~~(~~2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 - DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.

B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

SC-13.02 *Arbitration*

A. All Claims or counterclaims, disputes, or other matters in question between Buyer and Seller arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by

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Paragraph 10.07) not resolved under the provisions of Paragraph 13.01 will be decided by binding arbitration in accordance with the rules of South Carolina, subject to the conditions and limitations of this Paragraph SC-13.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

No demand for arbitration of any Claim or counterclaim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 9.06 will be made until the earlier of: (i) the date on which Engineer has rendered a written decision, or (ii) the 31st day after the parties have presented their final evidence to Engineer if a written decision has not been rendered by Engineer before that date. Subject to the provisions of SC-13.02.A, no demand for arbitration of any such Claim or counterclaim, dispute, or other matter will be made later than 30 days after the date on which Engineer has rendered a written decision in respect thereof in accordance with Paragraph 9.06; and the failure to demand arbitration within said 30 day period will result in Engineer's decision being final and binding upon Buyer and Seller. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph SC-13.02.B, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statue of limitations.

No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

The award rendered by the arbitrator shall be in writing and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

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The award will be consistent with the agreement of the parties and final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

ARTICLE 14 - MISCELLANEOUS

14.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Point of Destination is located.

B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 *Survival of Obligations*

A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

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14.06 *Entire Agreement*

A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

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SCIIP
South Carolina
Infrastructure
Investment Program

1201 Main Street, Suite 1600
Columbia, SC 29201
www.ria.sc.gov

Grantee Debarment Certification Form

SCIIP Grant #: _____ **RIA State Grant # *(if applicable):*** _____

Grantee: _____ **Grant Period:** _____

Project: _____

Subrecipient, Contractor, or Consultant Name: _____

Subrecipient, Contractor, or Consultant SAM Unique Entity ID (UEI) #: _____

In accordance with the regulations implementing Executive Orders 12549 and 12689 regarding Debarment and Suspension, Uniform Guidance regulations at 2 CFR Part 200 for Grantee responsibilities, 2 CFR Part 180, and Treasury's regulation at 31 CFR Part 19, SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status should be checked on the System for Award Management (SAM) website at www.sam.gov.

The Grantee certifies to the best of its knowledge and belief that:

- Neither the Grantee nor any of its subrecipients or contractors under the Grant is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department, the Rural Infrastructure Authority (RIA) or any local government department or agency.
- The Grantee further agrees that it will immediately notify the RIA if during the term of this Grant it or any of its subrecipients or contractors under the Grant become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government or local government department or agency.
- The Grantee further agrees by submitting this Certification that it has included the clause titled "Debarment and Suspension (Executive Orders 12549 and 12689)" as written in the SCIIP Grant Project Management Procedures, without modification, in all SCIIP-funded contracts and solicitations for SCIIP-funded contracts.
- The Grantee will provide immediate written notice to the RIA if at any time the Grantee learns that its certification or that of its subrecipient or contractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

This signed form certifies compliance with the above-referenced requirements regarding debarment and suspension.

_____	_____	_____
Chief Executive Official	**Title**	**Date**

Note: This form must be signed by the Grantee and submitted with all SCIIP-funded agreements and contracts for review and approval by RIA prior to executing the agreement or contract. The form can be accepted electronically with a scanned signature.

SCIIP FEDERAL REQUIREMENTS

M. Terms and Conditions for Federal Contracts

RIA is accountable to Treasury for oversight of Grantees, including ensuring their subrecipients as well as subcontractors or contractors comply with the following applicable contract provisions required by 2 CFR 200 Appendix II. Grantees should include these provisions, when applicable as outlined below, in all contracts or subawards related to the SCIIP-funded grant project. In the event of a conflict between these Federal Provisions, the body of the contract, or any attachments or exhibits incorporated into and made a part of the contract, the Federal Provisions shall control.

1. Termination for Cause and Convenience

   The following provision is required for all SCIIP-funded contracts:

   The contract may be terminated in whole or in part as follows:

   i. By the Grantee, if a contractor fails to comply with the terms and conditions of the SCIIP award;

   ii. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

   iii. By the Grantee with the consent of the contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

   iv. By the Grantee upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the Grantee may terminate the contract in its entirety; or

   v. By the Grantee pursuant to termination provisions included in the SCIIP award.

2. Administrative, Contractual, and Legal Remedies

If the contract is in excess of $150,000, the following provision is required for the SCIIP-funded contract:

In addition to any of the remedies described elsewhere in the contract, if the contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, RIA or the Grantee may take one or more of the following actions:

i. Temporarily withhold payments pending correction of the deficiency by the contractor;

ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

iii. Wholly or partly suspend or terminate this Contract; and

iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Grantee shall have the right to demand a refund, either in whole or part, of the funds provided to the contractor for noncompliance with the terms of this Contract.

3. Equal Opportunity Clause

Per the definition of "federally assisted construction contract" as defined by 41 CFR Part 60 – 1.3, the following provisions are required for all SCIIP-funded contracts:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4. <u>Debarment and Suspension (Executive Orders 12549 and 12689)</u>

The following provision is required for all SCIIP-funded contracts:

i. The Contractor certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

5. Contract Work Hours and Safety Standards Act

If the contract is in excess of $100,000 and involves the employment of mechanics or laborers, the following provision is required for the SCIIP-funded contract:

i. The Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Davis-Bacon and Related Acts

For projects using over $10 million of SLFRF funds (SCIIP and/or local ARPA funds) or those that are funded in any part with federal, non-SLFRF funds where the Davis-Bacon Act and other labor standards are required, then the whole construction project is subject to those requirements, and the following provision is required for the SCIIP-funded contract:

i. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week.

ii. The Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

SECTION 26 05 93 - COMMON MOTOR REQUIREMENTS PROCESS EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Single- and three-phase motors for application on equipment provided under other Sections and for motors furnished loose to Project.

B. Related Requirements:
   1. Division 26 – Electrical

1.2 REFERENCE STANDARDS

A. American Bearing Manufacturers Association:

   1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.

B. National Electrical Manufacturers Association:

   1. NEMA MG 1 - Motors and Generators.

C. International Electrical Testing Association:

   1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit catalog data for each motor furnished loose. Indicate nameplate data, standard compliance, electrical ratings and characteristics, physical dimensions, weights, mechanical performance data, and support points.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

D. Test and Evaluation Reports: Indicate procedures and results for specified factory and field testing and inspection.

E. Qualifications Statements:

   1. Submit qualifications for manufacturer and testing agency.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum ten years' documented experience.

B. Testing Agency: Member of International Electrical Testing Association and specializing in testing products specified in this Section with minimum ten years' documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

B. Lift only with lugs provided. Handle carefully to avoid damage to components, enclosure, and finish.

C. Protect products from weather and moisture by covering with plastic or canvas and by maintaining heating within enclosure.

D. For extended outdoor storage, remove motors from equipment and store separately.

PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS FOR MOTORS FURNISHED WITH EQUIPMENT

A. Motors 3/4 hp and Larger: Three-phase motor as specified below.

B. Motors Smaller than 3/4 hp: Single-phase motor as specified below, except motors less than 250 watts or 1/4 hp may be equipment manufacturer's standard.

C. Three-Phase Motors: NEMA MG 1, Design B, energy-efficient squirrel-cage induction motor with windings to accomplish starting methods and number of speeds.

1. Voltage:

    a. As indicated on Drawings.

2. Service Factor: 1.15.
3. Enclosure: Meet conditions of installation unless specific enclosure is indicated on Drawings.
4. Design for continuous operation in 40-degree C environment, with temperature rise according to NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
5. Insulation System: NEMA Class H.
6. Motor Frames: NEMA Standard T-Frames of steel, aluminum, or cast iron with end brackets of cast iron or aluminum with steel inserts.
7. See equipment specification for thermal protection requirements.

8. Bearings: Grease lubricated anti-friction ball bearings with housings equipped with plugged provision for relubrication, rated for minimum ABMA 9, L-10 life of 200,000 hours. Calculate bearing load with NEMA minimum, V-belt pulley with belt center line at end of NEMA standard shaft extension. Stamp bearing sizes on nameplate.
9. Sound Power Levels: Conform to NEMA MG 1.

D. Single-Phase Motors:

1. Permanent split-capacitor type where available; otherwise use split-phase start/capacitor run or capacitor start/capacitor run motor.
2. Voltage: 115/230 volts, single phase, 60 Hz.

E. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated.

2.2 THREE-PHASE MOTORS FURNISHED LOOSE

A. Manufacturers:

1. General Electric
2. ABB/Baldor/Reliance Electric Company.
3. Siemens.
4. Nidec Motors
5. Or Approved Equal.

B. Description: NEMA MG 1, Design B, energy-efficient squirrel-cage induction motor, with windings to accomplish starting methods and number of speeds indicated.

C. Shall be suitable for VFD operation.

D. Voltage: 4160V

E. Service Factor: 1.15.

F. Enclosure: Meet conditions of installation unless specific enclosure is specified or indicated.

G. Design for continuous operation in 40-degree C environment, with temperature rise according to NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.

H. Insulation System: NEMA Class H.

I. Motor Frames: NEMA Standard T-Frames of steel, aluminum, or cast iron with end brackets of cast iron or aluminum with steel inserts.

J. Bearings: Grease lubricated anti-friction ball bearings with housings equipped with plugged provision for relubrication, rated for minimum ABMA 9, L-10 life of 200,000 hours. Calculate bearing load with NEMA minimum, V-belt pulley with belt center line at end of NEMA standard shaft extension. Stamp bearing sizes on nameplate. Lubricant shall be identified in the submittal and on motor data plate.

K. Sound Power Levels: Conform to NEMA MG 1.

L. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated.

2.3 SOURCE QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.

B. Factory Testing: Test motors according to NEMA MG 1, including winding resistance, no-load speed and current, locked rotor current, insulation high-potential test, and mechanical alignment tests.

PART 3 - EXECUTION

3.1 PREPARATION

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.

B. Disconnect and remove abandoned motors.

C. Clean and repair existing motors to remain or those to be reinstalled.

3.2 INSTALLATION

A. Maintain access to existing motors and other installations remaining active and requiring access. Modify installation or provide access panel.

B. Install securely on firm foundation. Mount ball bearing motors with shaft in any position.

C. Install engraved plastic nameplates according to Section 26 05 53 - Identification for Electrical Systems.

D. Ground and bond motors according to Section 26 05 26 - Grounding and Bonding Electrical Systems.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.

B. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.

C. Inspect and factory test according to NETA ATS, except Section 4.

END OF SECTION 40 05 93

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SECTION 43 23 13 – VERTICAL TURBINE PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Vertical turbine pumps for raw water pump station.

1.2 REFERENCE STANDARDS

A. American Bearing Manufacturers Association:

1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.

B. ASME International:

1. ASME B16.5 – Pipe Flanges and Flanged Fittings.

C. ASTM International:

1. ASTM A29 - Standard Specification for General Requirements for Steel Bars, Carbon and Alloy, Hot-Wrought.
2. ASTM A36M – Standard for Carbon Structural Steel.
3. ASTM A48 – Standard Specification for Gray Iron Castings.
4. ASTM A53 – Standard for Pipe, Steel Black and Hot Dipped, Zinc Coated, Welded and Seamless.
5. ASTM A108 – Standard for Steel Bars, Carbon and Alloy, Cold Finished.
6. ASTM B148 – Standard for Aluminum-Bronze Sand Castings.
7. ASTM A276 – Standard for Stainless Steel Bars and Shapes.
8. ASTM A536 - Standard Specification for Ductile Iron Castings.
9. ASTM A582M – Standard for Free-Machining Stainless Steel Bars.
10. ASTM B584 – Standard for Copper Alloy Sand Casting for General Applications
11. ASTM A744 - Standard Specification for Castings, Iron-Chromium-Nickel, Corrosion Resistant, for Severe Service.

1.3 COORDINATION

A. Section 01 31 00 – Project Management and Coordination: Requirements for coordination.

B. Coordinate installation and startup of Work of this Section with plant operations.

C. Work of this Section shall not interfere with the continuous operation of the raw water pump station. Contractor shall follow the written construction sequencing plan to allow for transition to the new system with no or extremely limited downtime.

D. Contractor may submit an RFI proposing alternate methods of construction sequencing that also allow for continuous operation to be approved by Engineer.

1.4 SCHEDULING

A. Section 01 31 00 – Project Management and Coordination: Requirements for scheduling.

B. Schedule Work of this Section to install pumps prior to connecting piping Work.

1.5 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit manufacturer information for materials of construction and fabrication.

C. Shop Drawings:

1. Submit detailed dimensions for materials and equipment, including wiring and control diagrams, performance charts and curves, installation and anchoring requirements, fasteners, and other details.
2. Include manufacturer's specified displacement tolerances for vibration at operational speed specified for pumps.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures, anchoring, and layout.

F. Source Quality-Control Submittals: Indicate results of shop/factory tests and inspections.

G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

H. Manufacturer Reports: Certify that equipment has been installed according to manufacturer instructions.

1.6 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

B. Project Record Documents: Record actual locations and final orientation of equipment and accessories.

1.7 WARRANTY

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.

B. The Manufacturer and Contractor shall furnish a warranty extending twelve (12) months after substantial completion date or eighteen (18) months from shipment, whichever occurs first.

PART 2 - PRODUCTS

2.1 VERTICAL TURBINE PUMPS

A. Manufacturers:

1. The vertical turbine pumps shall be manufactured by:

a. Flowserve
b. Xylem Goulds Water Technology
c. Floway
d. Patterson Pump Company
e. Pentair
f. Or approved equal.

B. Description: Vertical multi-stage type, consisting of a fabricated steel discharge head, vertical hollow shaft motor, discharge column and shafting, and bowl assembly electric motor. In general, pumps should be designed to meet Hydraulic Institute recommended standards and NSF 61 requirements.

C. Pump Designation:

1. Pump 5 (Base Bid)
2. Pump 2 (Alternate #1)

D. Performance and Design Criteria:

Criteria	Pump 5 (Base Bid)	Pump 2 (Alternate #1)
Design Flow Rate (GPM)	6,950	11,500
Design TDH (FT)	156	156
Number of Stages	2	2
Maximum Motor Horsepower	400	600
Maximum Efficiency at Design Flow Rate	80%	80%
Maximum Pump Speed (RPM)	1180	1180
Minimum Column Diameter (Inch)	20	20
Minimum Pump Discharge Diameter (Inch)	20	20
Minimum line shaft diameter (Inch)	1.50	2.75
Column and Bowl Assembly	Must allow for installation within 38” x 33” opening.	

E. Critical Elevations

1. Sole Plate Elevation: 676.5 Feet
2. Top of Structure: 676 Feet
3. Centerline of discharge: 665 Feet
4. Bottom of Structure: 613 Feet
5. Critical elevations for the pump have been taken from record drawings.

F. Bowl Assembly:

1. Suction Bell: Shall be constructed of cast iron and machined for bolting to the bowls. The suction bell shall be a smooth bell-shaped entrance as a waterway to the impellers and shall incorporate an integrally cast suction manifold bearing housing. The housing shall have a Vesconite Hi-Lube engineered thermoplastic bearing and a cast iron suction manifold plug. Bowl inlet shall include a 304 stainless steel inlet strainer with 3/4 inch openings.
2. Pump Bowls: Shall be constructed of ASTM A48 Class 30 close grained cast iron with integrally cast diffusion vanes. The bottom bowl shall be machined to bolt to the suction bell. Each bowl shall be equipped with a Vesconite Hi-Lube engineered thermoplastic bearing. Each bowl interior shall be enameled or coated with TNEMEC 21 epoxy or approved equal to provide smooth passage of water and increase efficiency.
3. Impellers: Shall be semi-open type for maximum hydraulic efficiency, constructed of ASTM B148 C95200 aluminum bronze or ASTM A743 Type 316 stainless steel, dynamically and statically balanced. The impeller vanes shall be machined to match the contours of the suction bell, and also the contour of the series case. Impeller shall be secured by means of ASTM A582 S41600 stainless steel key and split rings to the bowl shaft. The impeller shaft shall be ASTM A582 Type 416 stainless steel and shall be not less than the minimum diameter noted above. The total hydraulic down-thrust for pump shall be minimized. Up-thrust developed upon starting shall be acceptable, but pumps that operate in continuous upthrust shall not be acceptable and will not be considered. Verification of thrust values shall be provided and documented with standard manufacturers published information. Failure to verify thrust calculations shall be basis for rejection of equipment.

G. Column Assembly:

1. The Column Assembly: The pump shall be of open lineshaft construction designed for lubrication by the pumped media. Column pipe shall be flanged and shall be fabricated of ASTM A53 Grade B, carbon steel. Column assembly shall have fabricated carbon steel bearing retainers that are welded into the column sections. Each guide shall contain a water lubricated cutlass Vesconite Hi-Lube bearing designed for open line shaft, vertical turbine service. Maximum length of one column section shall be 10 feet. Column sections located directly below the discharge head and directly above the pump bowl assembly shall not generally exceed 5’-0” in length. Column sections shall be secured by means of ASTM F593-Gr 316. CW2 stainless bolts and ASTM F594-Gr 316.CW2 stainless steel nuts or threaded flanges.
2. Line Shafting: Shall be of ASTM A582 Type 416 stainless steel, ground and polished. Shafting shall be connected by means of ASTM A582 Type 416 stainless steel couplings. All shaft journals shall be provided with AISA 304 S.S. sleeves at the location of each shaft bearing. The use of flame sprayed stainless steel or chrome plating is not considered an acceptable alternate to the specified shaft sleeves. Shafting size shall be determined from the thrust characteristics of the particular pump bowl under consideration but shall in no case be less than one inch in diameter, and shall be adequate size to transmit the full motor horsepower without failure. Undersized shafting shall be basis for rejection of the pump. Pump supplier shall submit manufacturer's published data to verify shafting selection. Failure to verify shaft sizing shall be basis for rejection of the equipment.

H. Discharge Head

1. The pump discharge head shall be fabricated steel type. The head shall be suitable for floor mounting and shall be furnished with a steel sole plate to facilitate future removal. Sole plate mounting surface shall be fully machined to provide a perfectly flat base for accurate leveling of the discharge head, and the sole plate shall be accurately leveled to the tolerances specified by the manufacturer prior to installation of the pump. The discharge head base shall be machined to accept the sole plate and shall include a Class 150 integral discharge flange. The head shall have provisions for the mounting and securing of a vertical hollow -shaft motor. The motor mounting flange shall be machined for a perfect fit and angular misalignment shall not be allowed.
2. Lifting lugs shall be provided on the discharge head and shall be capable of supporting the entire weight of the pump. A 1-inch NPT drain connection, 1/2-inch NPT pre-lube connection, and a 1/4-inch NPT gauge connection shall be provided. The pump discharge flange shall be provided. The pump discharge flange shall conform to CL 150 ANSI standard drilling for pipe flanges. The pump shall be sealed at the discharge head by means of graphited packing. A Vesconite Hi-Lube engineered thermoplastic bushing and a A743 Type 316 stainless steel two-piece packing gland shall secure the packing and allow for adjustment for lubrication. A removable coupling guard comprised of two (2) large hinged doors constructed of framed expanded steel and coated per Specification Section 09 96 00 for the non-wetted discharge head exterior shall be provided to protect operating personnel from accidental contact with the shaft or flanged coupling during operation.
3. Lubrication shall be with process water only, no external water source is provided.
4. The pump discharge head shall be provided with shaft critical speed calculations, and a structural natural frequency analysis shall be performed on the discharge head and motor combination to ensure low-vibration operation. The pumps will be driven by reduced voltage auto-transformer starters. ANSI/HI Standard 9.6.8 calculations are required per Level 1 for lateral and structural analysis, and Level 2 for torsional analysis. Separation margin by calculation shall be 25% for the Level 1 analyses and 15% for the Level 2 analysis. The calculations and results shall be provided in the pump submittal data, for review and approval by the engineer.

I. Motor

1. Each turbine pump shall be driven by a vertical hollow shaft motor suitable for 4160 volt, 3 phase, 60 hertz. See design criteria for motor size. The motor shall be an integral part of the pumping unit and shall be suitable for mounting as shown on the plans. All motors shall be sized so that they will not be overloaded at their rated capacity at any point on the pump performance curves. Motors shall be WP-1 with Class H insulation and shall have a minimum service factor of 1.15. Pumps will be driven by reduced voltage auto-transformer starters.
2. Each motor shall be inverter duty for future VFD.
3. The main terminal box shall be made of welded sheet steel, sized for stress cones and have a minimum size of ANSI type II.
4. Each motor hall have thrust bearing(s) capable of carrying the dead weight of all rotating parts of the pump plus the hydraulic thrust incurred during operation.
5. Motor shall be vertical hollow shaft, squirrel cage induction type and shall conform to IEEE standards. Each motor shall be equipped with a non-reverse coupling. A coupling at the top of the motor shall facilitate vertical adjustment of the impellers of the pump. The motor shall also be furnished with a protective cap. All bearings shall be oil or grease lubricated, with proper provisions made to guard against the escape of lubricant.

6. A 120v space heater shall be supplied with the motor.
7. Two 100 ohm RTDs shall be provided in the windings of each phase to afford protection of the motor against excessive operating temperature. (6 total).
8. Upper and lower bearing RTD shall be provided and be similar to the winding RTDs.
9. Vibration protection shall be provided.
10. Space heaters, RTD leads and vibration sensors shall be directed to a separate junction box, for field wiring by the contractor. These leads shall not be routed through the primary junction box.
11. Motors shall conform to Specification Section 26 05 93 – Common Motor Requirements for Process Equipment

J. Miscellaneous

1. Data Plates: Each pump shall be equipped with a data plate securely fastened to the pump that contains the manufacturer's name, pump size and type, serial number, pump speed, impeller data, capacity and head rating, and any other pertinent information.
2. A fabricated 40” x 40” steel sole plate shall be provided with each pump to facilitate installation and future removal. The plate shall be sized by the manufacturer including anchor bolts and tapped holes corresponding to drilling of the pump discharge head base bolting. Anchor bolts shall be embedded hardened steel J-bolts cast into the pedestal. J-bolts and connection hardware to be sized and provided by the pump vendor. Contractor shall remove and replace existing pedestal per structural details with minimum compressive strength as indicated in Structural General Notes to the size required by pump vendor for sole plate sizing and floor opening. A suitably sized hole shall be accurately cut in the center of the plate to allow passage of the pump, and the top surface shall be accurately machined to provide a perfectly flat surface for mounting the discharge head. Raw or mill finished steel plate is not considered acceptable. The base plate shall be grouted in place by the Contractor, in the position as indicated on the Plans.
3. Testing: The pump shall be performance tested prior to shipment to confirm pump performance. Test shall comply with ANSI/HI 14.6 Grade 1U requirements, and shall include, but not be limited to, checking the unit at its rated speed, capacity, head, efficiency, and brake horsepower at such conditions of head and capacity so as to properly establish the actual performance curve. Certified copies of the test reports shall be submitted for review prior to shipment. Hydrotesting shall also be provided for the discharge head, column pipe sections, and bowl assembly to confirm integrity of the components. Hydrotesting shall be performed with water at the pump manufacturer’s facility, with certified test results being provided for review and approval prior to shipment.
4. Painting: All equipment comprising each pumping unit shall be painted with a potable epoxy finish meeting NSF 61 requirements by the pump manufacturer prior to shipment. Epoxy shall be Carboline 891, TNEMEC 21, or approved equal, and shall be applied to the discharge head ID/OD, column pipe ID/OD, and bowl OD for a total dry film thickness of 16 mils on all wetted components, factory finish coated. Non-wetted components including the discharge head exterior and sole plate shall be factory primer coated with TNEMEC 66, Carboline 825, or approved equal and field finished to match color coating.
5. All pumps shall be completed assembled to the greatest extent possible at the manufacturer’s facility prior to shipment. Pumps may require some on-site assembly to facilitate shipment, but only to the extend required to keep the assembly within the required shipping dimensions.

K. Operation:

1. Electrical Characteristics: As specified in Division 26 – Electrical and the following:

    a. Voltage: 4160V, three phase, 60 Hz.

2. Control Panel: Existing.
3. Disconnect Switch: Factory mounted on existing equipment.
4. Operation Sequences:

    a. The purpose of the vertical turbine pumps is to pump raw water from the intake well to the water treatment plant. The pumps are vertical turbine type, and are on auto-transformer reduced voltage starters. The pumps are turned on and off by the SCADA system based on operator control.

L. Fabrication:

1. Shaft Guard: Enclose shaft and pump threaded coupling with hinged door type guard complying with OSHA standards. Also, install a reverse ratchet to prevent the impeller from loosening if the motor turns in reverse.
2. Pump and Drive Mating Surfaces: Machine finished.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install pumps where indicated on Drawings and according to manufacturer instructions.

B. Provide and connect piping, power, and control conduit, and wiring to make system operational and ready for startup.

C. Flush piping with clean water after installation.

3.2 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.

B. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.

C. Preoperational Check: Before operating system or components, perform following:

1. Check pump and motor alignment.
2. Check for proper motor rotation.
3. Check pump and drive units for proper lubrication.

D. Startup and Performance Testing:

1. Operate pump on clear water at design point for continuous period of two (2) hours, under supervision of manufacturer's representative and in presence of Engineer.

E. Manufacturer Services: Furnish services of manufacturer's representative experienced in installation of products furnished under this Section for not less than two (2) eight-hour days on Site for installation, inspection, startup, field testing, and instructing Owner's personnel in maintenance of equipment

F. Verify pump performance by performing time-fill test.

G. Check pump and motor for excessive vibration according to manufacturer instructions. Check for motor overload by taking ampere readings.

H. Equipment Acceptance:

1. Adjust, repair, modify, or replace system components that fail to perform as specified and rerun tests.
2. Make final adjustments to equipment under direction of manufacturer's representative.

END OF SECTION 43 23 13