

January 23, 2024

Town of Ridgeland Sludge Holding Pond Aerator Replacement Plan Holders

To:

From: Blake Rodgers

Re: Addendum #1

Town of Ridgeland Sludge Holding Pond Aerator Replacement

Below are the Addendum #1 items for the project. If you have submitted a question or comment and do not see it addressed here, please resubmit it to us.

Addendum Reference #	Reference	Question / comment
1.1	Plan Sheet 2	Q: Does the Town want to keep any of the old equipment? Are the existing disconnects along the pond wall to be removed also? A: The Town does not want to keep any of the existing aerators including the existing control panels and disconnects. It will be the responsibility of the Contractor dispose of the removed equipment.
1.2	Section 46 51 13 – Floating Mechanical Aerators	Q: Is there any electrical control or SCADA (instrumentation) monitoring required? A: See revision 1 for Section 46 51 13 – Floating Mechanical Aerator for addition of programmable timers in control panels.
1.3	Plan Sheet 3	Q: The wall is not high enough to mount the new disconnects. Please provide detail (or description) for mounting. A: See revised Plan Sheet 3 for updated mounting detail.
1.4	Plan Sheet 2	Q: Can the existing conduits to the existing disconnects be utilized? Instead of new trenching? If not what is to be done with the existing conduits and wire? What panel are they fed from and where? A: Existing conduits cannot be utilized and underground conduits and conductors are to be abandoned in place. Existing aerator control panels are fed from panel located near the influent pump station, west of sludge holding pond. See revised Plan Sheet 2.
1.5		Q: Can the existing aerators be turned off and the pond have no aeration during the r/r in the pond? Or does it have to be staged? The spec indicates only trip for the mfg. to start-up the aerators. A: The pond can have no aeration for a reasonable amount of time – on the order of weeks not months.
1.6	Instructions to Bidders, Supplemental Conditions	Q: Section 21.02 of the instruction to bidders indicates the [funding agency] requirements are detailed in article 19 of the supplementary conditions. We cannot locate them. The last article in the supplemental conditions is 18. A: There is no Article 19 of the Supplemental Conditions. Article 21.02

		of the Instructions to Bidders now correctly references Article 18 of the Supplemental Conditions.
1.7	Technical Specifications	Q: The main T.O.C. stops with C942 – change order. It does not have the tech specs. listed or numbered. A: There is no main table of contents. There is a contract documents table of contents and a separate Technical Specifications table of contents. (Manual Page 157).
1.8	Supplemental Conditions	Added 4.02.B - Contractor shall place orders for all necessary aeration equipment within two (2) weeks from the date of receiving the Notice to Proceed.
1.9	Agreement Between Owner and Contractor	The contract times are now 270 days to substantial completion and 285 days to ready for final payment.
1.10	Mooring Post Detail	Q: Please provide anchor detail. A: See attached mooring post detail.

Sincerely,

Goldie Associates



Blake Rodgers, PE

Staff Engineer

Attachments - Plan Set Release B

Instructions to Bidders Rev 1

Section 46 51 13 – Floating Mechanical Aerators Rev 1

Supplemental Conditions Rev 1

Agreement Between Owner and Contractor Rev 1

Mooring post detail

Sludge Pond Aerators Replacement

TOWN OF RIDGELAND, JASPER COUNTY, SOUTH CAROLINA

ABBREVIATIONS			SITE LEGEND		
AC	ASBESTOS CEMENT	LF	LINEAR FEET	EXISTING	PROPOSED
ARV	AIR RELEASE VALVE	MAX.	MAXIMUM	X 000.00	X 000.00
ASP	ASPHALT	MIN	MINIMUM		
BFP	BACKFLOW PREVENTOR	N.T.S.	NOT TO SCALE		
BCC	BACK OF CURB	OHP	OVERHEAD POWER		
CIFG	CURB INLET FRAME & GRATE	PP	POWER POLE		
CMP	CORRUGATED METAL PIPE	R/W	RIGHT-OF-WAY		
CPP	CORRUGATED PLASTIC PIPE	R/W MRK	RIGHT-OF-WAY MARKER		
DIP	DUCTILE IRON PIPE	RCP	REINFORCED CONCRETE PIPE		
DIST	DISTANCE	RR	RAILROAD		
ELEV	ELEVATION	SMH	SEWER MANHOLE		
EOP	EDGE OF PAVEMENT	STA	STATION		
FF	FINISHED FLOOR	SW	SIDEWALK		
FG	FINISHED GRADE	TBM	TEMPORARY BENCHMARK		
FOC	FACE OF CURB	TYP	TYPICAL		
GICB	GRATE INLET CATCH BASIN	UGP	UNDERGROUND POWER		
INV	INVERT	W	WATER		
IP	IRON PIN	WCB	WEIR INLET CATCH BASIN		
JB	JUNCTION BOX	WS	WATER SURFACE		

GENERAL DRAWING SYMBOLS		
	SECTION LETTER IDENTIFICATION	
	SHEET WHERE THE SECTION IS DRAWN	
	SECTION LETTER IDENTIFICATION	
	SHEET WHERE THE SECTION IS CALLED OUT	
	DETAIL NUMBER IDENTIFICATION	
	SHEET WHERE THE DETAIL IS DRAWN	
	DETAIL NUMBER IDENTIFICATION	
	SHEET WHERE THE DETAIL IS CALLED OUT	

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SHEET #	REVISION	SHEET TITLE
1	1	Cover
2	1	Existing Conditions and Demolition Plan
3	1	Layout and Electrical Plan
4	0	Electrical One-line Diagram and Panel



VICINITY MAP

TOWN HALL
1 TOWN SQUARE
RIDGELAND, SC 29936

JIMMY MIXSON WRF
366 PEACHER STREET
RIDGELAND, SC 29936
LAT: 32°29'01.59"N
LONG: 80°58'22.72"W

Contractor's Scope of Work:

Remove existing sludge holding pond floating aerators and associated electrical equipment.

Purchase and install four (4) 25HP floating aerators including electrical equipment.

DEVELOPMENT REFERENCE

OWNER / APPLICANT/
PRIMARY PERMITEE: Town of Ridgeland
One Town Square
Ridgeland, SC 29936

CIVIL ENGINEER: Goldie Associates
210 W. North Second St.
Seneca, SC 29678
(864) 882-8194

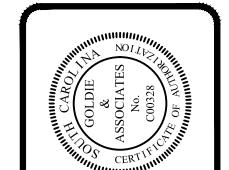
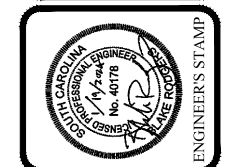
I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCR100000.



RELEASE HISTORY			
RELEASE	DATE	SHEETS INCLUDED	DESCRIPTION
A	11/14/23	Sheets 1-4	Issued for Bidding
B	1/19/24	Sheets 1-3	Revised for Bidding

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NOT FOR CONSTRUCTION		REVISION FOR BIDDING	DATE	BY
		INITIAL - ISSUED FOR BIDDING	11/14/23	
		NO. DATE		



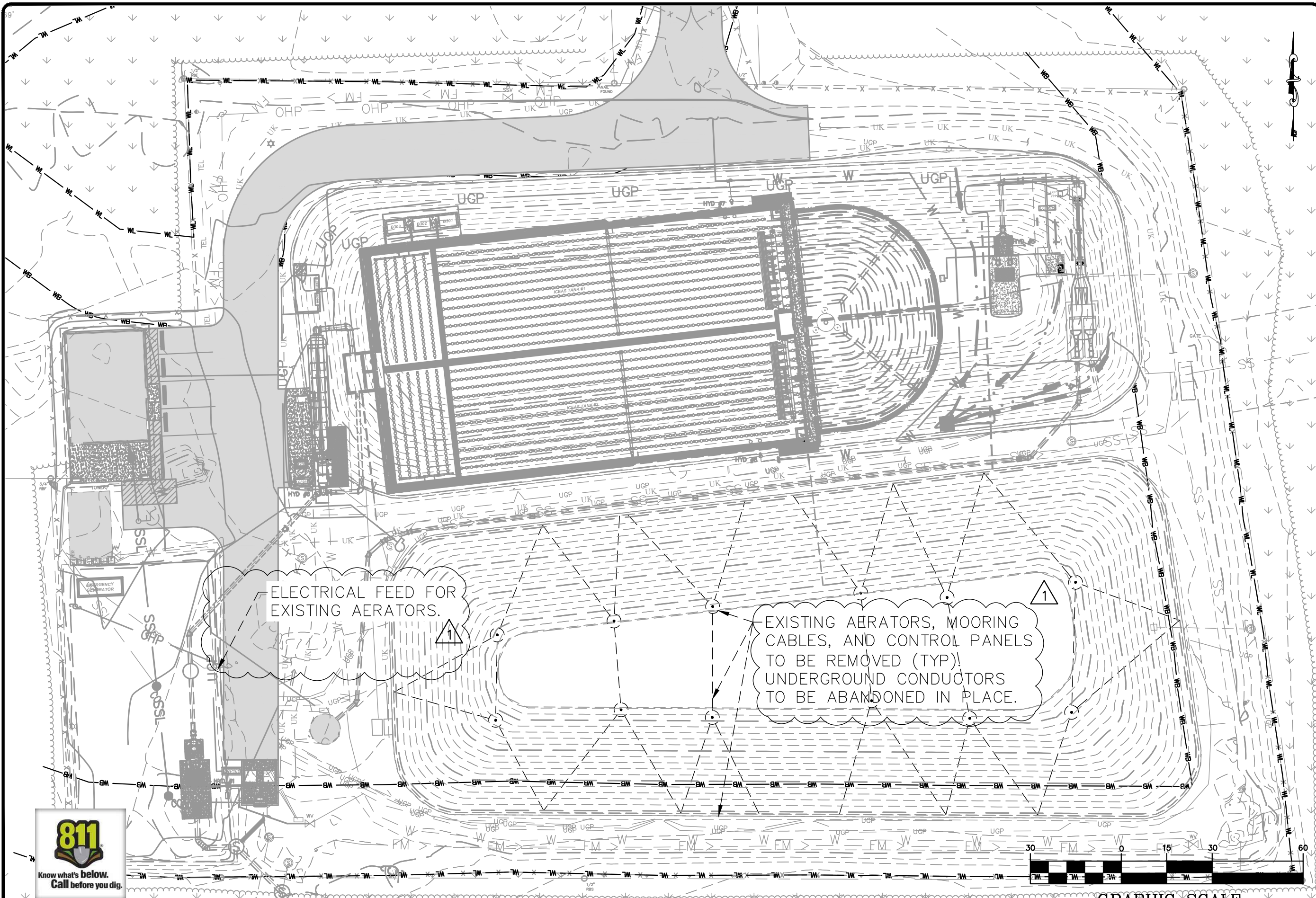
210 W. North Second Street
Seneca, SC 29678
Phone: (864) 882-8194

Civil and Environmental Engineering
Environmental Consulting
Utility Operations
Environmental Laboratory

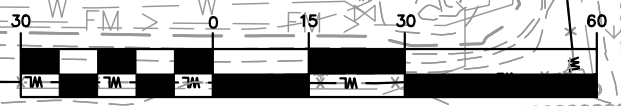


CLIENT	Town of Ridgeland
PROJECT	Sludge Pond Aerators Replacement
SHEET TITLE	Cover

SHEET NO.	OF
1	4
FILE NO.	1636.6.10

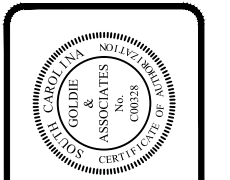


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GRAPHIC SCALE
 1 inch = 30 ft.
 (When printed on 11x17 paper)

NOT FOR CONSTRUCTION	
REVISION FOR HIDDING	DATE
1. 1/1/2024	1/1/2023
INITIAL - ISSUED FOR HIDDING	DESCRIPTION

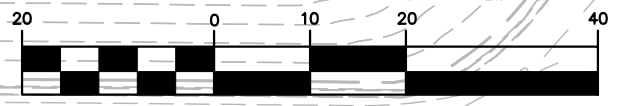
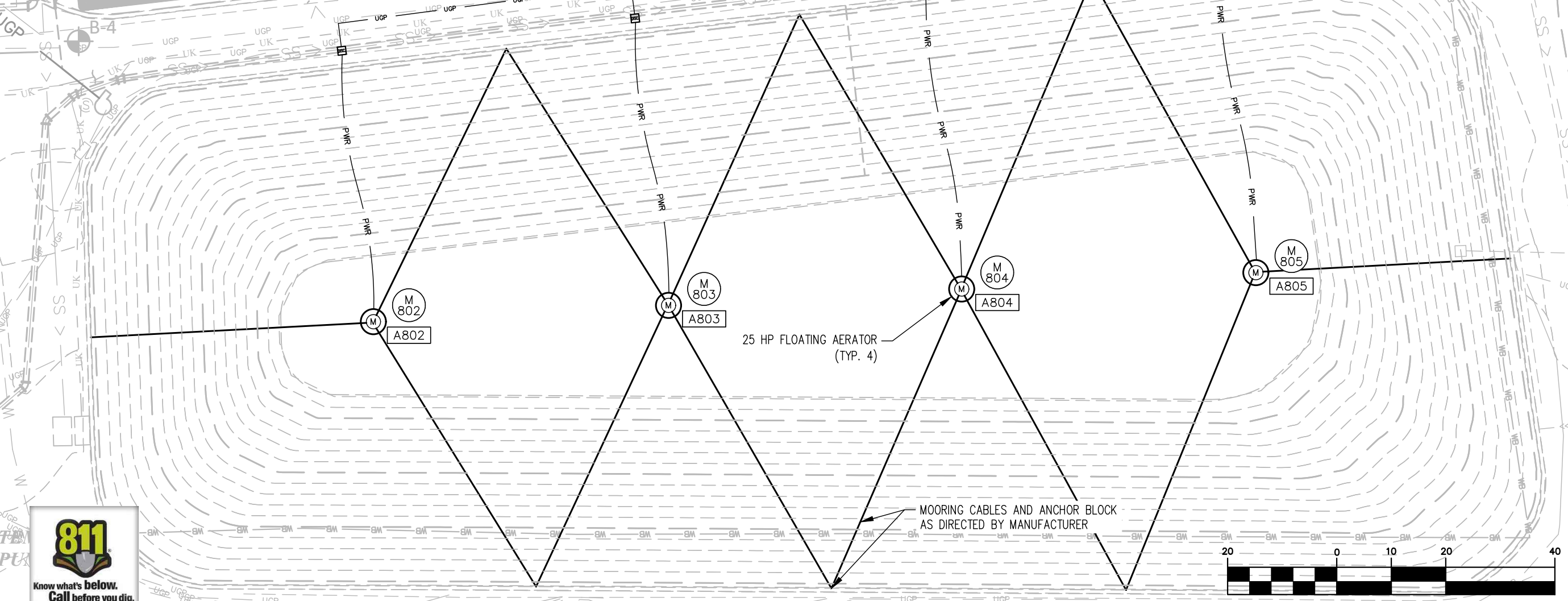
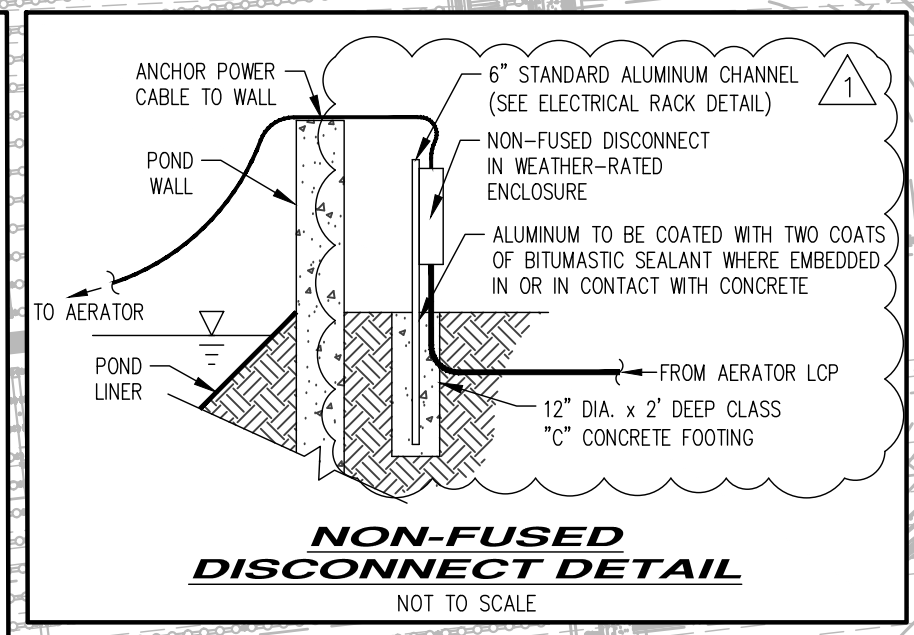
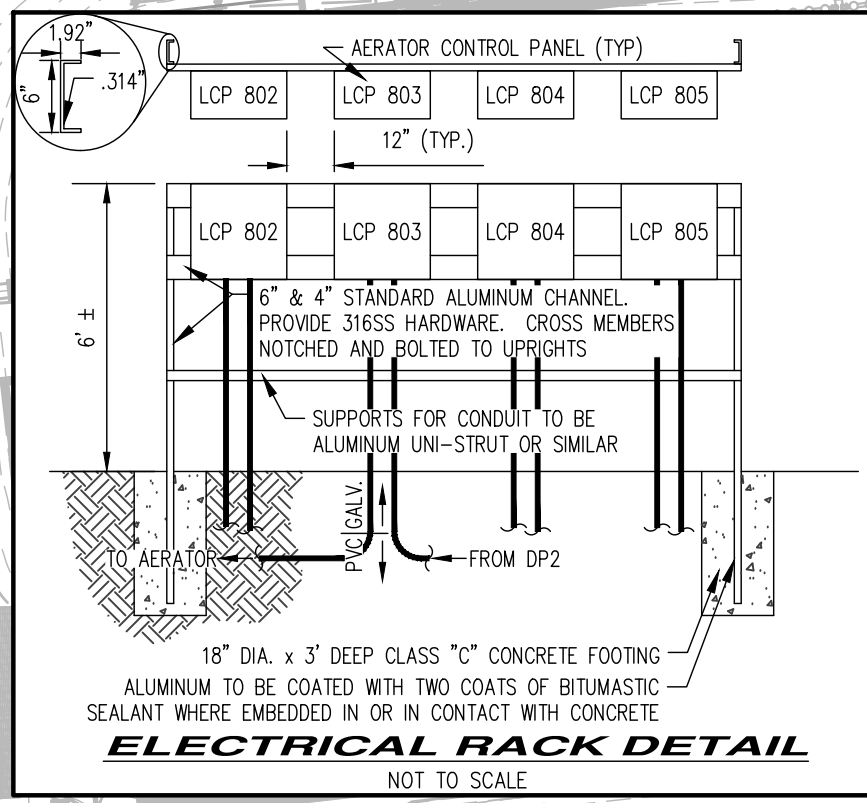


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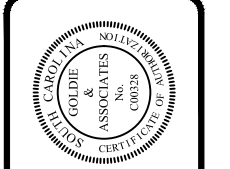
CLIENT	Town of Ridgeland
PROJECT	Sludge Pond Aerators Replacement
SHEET TITLE	Existing Conditions and Demolition Plan

SHEET NO.	OF
2	4
FILE NO.	1636.6.10



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NOT FOR CONSTRUCTION	
REVISION FOR HIDDING	DATE
1 11/19/24	11/19/24
INITIAL - ISSUED FOR BIDDING	NO. DATE
	9 11/14/23
	10 11/14/23
	11 11/14/23
	12 11/14/23



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Phone: (864) 882-8194

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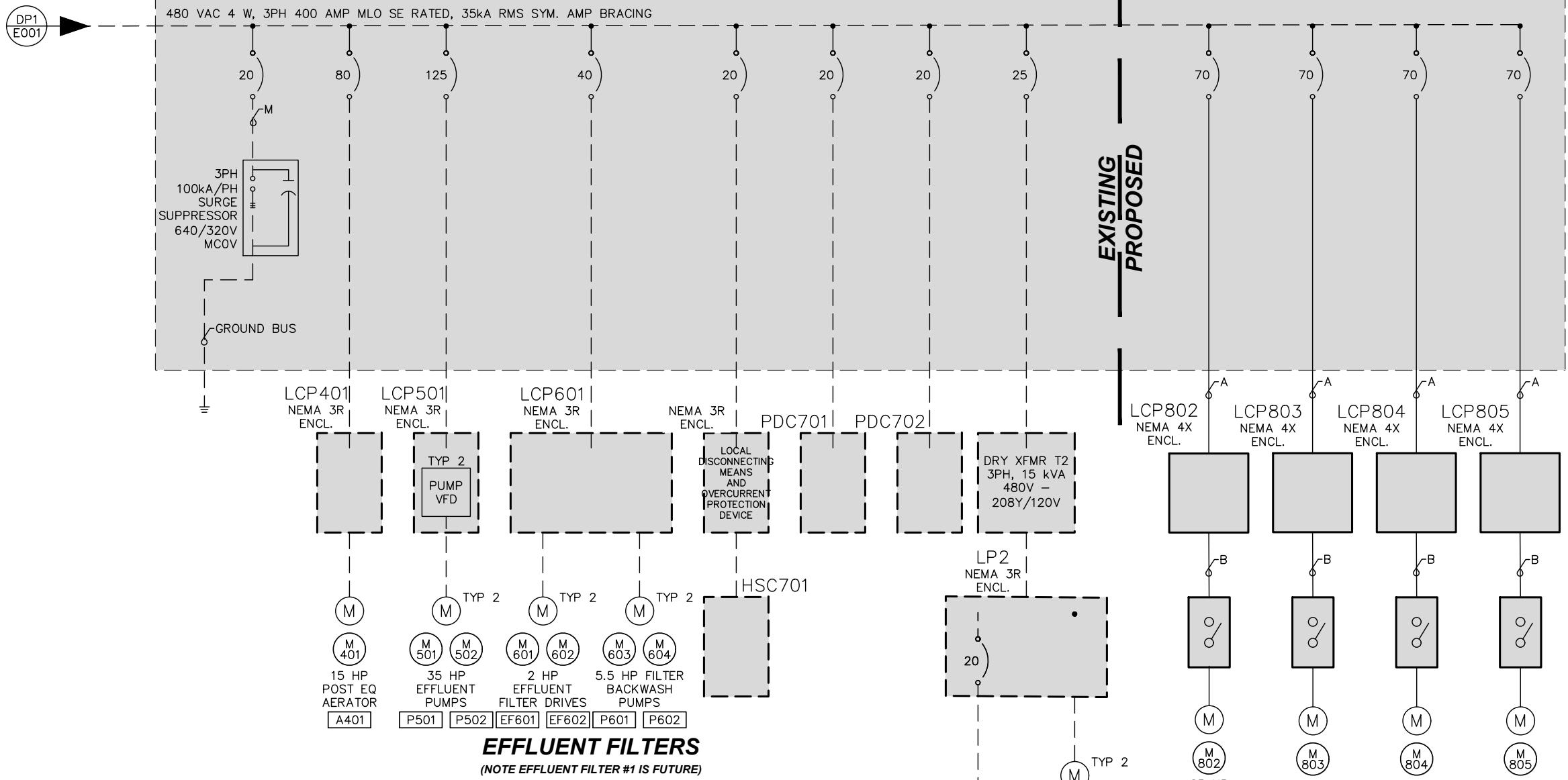
CLIENT: **Town of Ridgeland**

PROJECT: **Sludge Pond Aerators Replacement**

SHEET TITLE: **Layout and Electrical Plan**

SHEET NO.	OF
3	4
FILE NO.	
1636.6.10	

PANELBOARD (DP2)
NEMA 3R ENCLOSURE



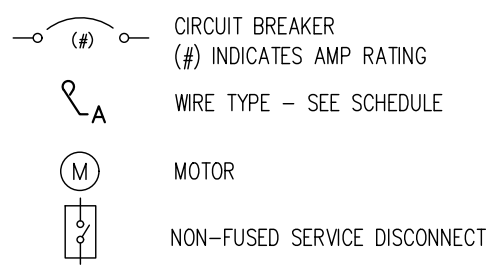
WIRE SCHEDULE

- A. 3 #4, 1 #8 G; 1-1/4" C
- B. 3 #6, 1 #10 G; 1" C

PANEL: DP2			AMPS: 400			MOUNT: SURFACE									
SERVICE: 277 / 480 V, 3Φ, 4W			MAIN: LUGS ONLY			ENCLOSURE: NEMA 1									
			MODEL:			AIC: 35,000									
			SUBFEED LUGS: NO												
CKT NUM	DESCRIPTION	CODE	BREAKER		CONNECTED LOAD (KVA)			BREAKER		CODE	DESCRIPTION	CKT NUM			
			A	P	A	B	C	A	P						
1	T2	EQ	25	3	5.00			10.00		80	3	MTR	LCP 401	2	
3	T2	EQ				5.00			10.00				MTR	LCP 401	4
5	T2	EQ					5.00						MTR	LCP 401	6
7	UV PDC	EQ	20	3	1.87			25.00		125	3	MTR	LCP 501	8	
9	UV PDC	EQ				1.87			25.00				MTR	LCP 501	10
11	UV PDC	EQ					1.87						MTR	LCP 501	12
13	UV HYDRAULIC SYSTEM CENTER	EQ	20	3	1.87			5.00		40	3	MTR	LCP 601	14	
15	UV HYDRAULIC SYSTEM CENTER	EQ				1.87			5.00				MTR	LCP 601	16
17	UV HYDRAULIC SYSTEM CENTER	EQ					1.87						MTR	LCP 601	18
19	25 HP Floating Aerators LCP802	MTR	70	3	10.00			1.00		20	3	MTR	LCP 801	20	
21	25 HP Floating Aerators LCP802	MTR				10.00			1.00				MTR	LCP 801	22
23	25 HP Floating Aerators LCP802	MTR					10.00		1.00				MTR	LCP 801	24
25	25 HP Floating Aerators LCP803	MTR	70	3	10.00			0.10		20	3	EQ	SURGE SUPPRESSOR	26	
27	25 HP Floating Aerators LCP803	MTR				10.00			0.10				EQ	SURGE SUPPRESSOR	28
29	25 HP Floating Aerators LCP803	MTR					10.00		0.10				EQ	SURGE SUPPRESSOR	30
31	25 HP Floating Aerators LCP804	MTR	70	3	10.00			0.00					SPACE	32	
33	25 HP Floating Aerators LCP804	MTR				10.00			0.00				SPACE	34	
35	25 HP Floating Aerators LCP804	MTR					10.00		0.00				SPACE	36	
37	25 HP Floating Aerators LCP805	MTR	70	3	10.00			0.00					SPACE	38	
39	25 HP Floating Aerators LCP805	MTR				10.00			0.00				SPACE	40	
41	25 HP Floating Aerators LCP805	MTR					10.00		0.00				SPACE	42	
					48.7	48.7	48.7	41.1	41.1	41.1					

EFFLUENT FILTERS
(NOTE EFFLUENT FILTER #1 IS FUTURE)

ELECTRICAL SYMBOL LEGEND



ALL WORK SHALL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE N.E.C., AND ALL STATE & LOCAL CODES.

ALL FEEDERS SHALL BE COPPER CONDUCTORS IN CONDUIT.

BOND ALL BUILDING STEEL AND PIPING TO BUILDING GROUND TRIAD.

ALL CONDUITS TO BE ONE SIZE LARGER THAN REQUIRED BY N.E.C. FOR THE NUMBER AND GAUGE OF WIRES IN THE CONDUIT (3/4" MINIMUM)

CLIENT: **Town of Ridgeland**

PROJECT: **Sludge Pond Aerators Replacement**

SHEET TITLE: **Electrical One-Line Diagram and Panel**

NOT FOR CONSTRUCTION

ENGINEER'S STAMP: CAROLINA GOLDIE & ASSOCIATES, INC. No. 40178

WE LISTEN. WE SERVE.

210 W. North Second Street, Seneca, SC 29078, Phone: (864) 882-8194

Civil and Environmental Engineering, Environmental Consulting, Utility Operations, Environmental Laboratory

SHEET NO. 4 OF 4

FILE NO. 1636.6.10

Electrical One-Line Diagram and Panel

INSTRUCTIONS TO BIDDERS

Revision #	Date	Comments
1	1/22/2024	Article 21.02 – Reference updated to Article 18 of Supplemental Conditions.

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders 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.
 - B. *ARPA* – American Rescue Plan Act of 2021 (federal economic stimulus bill, funding resource)
 - C. *RIA* – South Carolina Rural Infrastructure Authority (funding agency)
 - D. *SCIIP* – South Carolina Infrastructure Investment Program (funding agency program to distribute ARPA funds)

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Electronic Documents
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in PDF (Portable Document Format) (.pdf) that is readable by most PDF readers. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Project Drawings (AutoCAD .dwg)
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Contractor's license number as evidence of Bidder's State Contractor's License.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4 – PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-Bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. The pre-Bid conference will be held at the Site. Site address: 366 Preacher Road, Ridgeland, SC 29936.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Blake Rodgers (blake@goldieassociates.com). Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Questions are to be submitted via email in writing, response to questions will be issued as an addenda and provided to registered plan holders. Contact information and submittal procedures for such questions are as follows:

A. Engineer:

Goldie Associates

Blake Rodgers, PE

864-882-8194

blake@goldieassociates.com

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and

furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
 - A. To address possible material delivery delays, attention is called to Paragraph 4.05 of the General Conditions (Delays in Contractor's Progress).
- 9.02 This project is funded by SCIP. The SCIP Grant Federal Deadline (grant period end date) is June 1, 2026. Therefore construction must be completed by June 1, 2026. See the Agreement for actual contract times.

ARTICLE 10 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. 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. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Electrical
 - B. Floating Aerator Manufacturer
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½-inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms

which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

- 13.01 Unit Price
 - A. Bidders must submit a Bid on a unit price basis for each item (including lump sum line items) of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 Allowances

- A. For cash allowances, if any, the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS (CHOOSE ONE)

- 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 major alternates, 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 Owner 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 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20 – SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 – FUNDING AGENCY REQUIREMENTS

21.01 This project will be partially funded with Federal funds from the American Rescue Plan Act of 2021 (ARPA), administered by the South Carolina Rural Infrastructure Authority (RIA) under the South Carolina Infrastructure Investment Program (SCIIP).

21.02 Bidder shall thoroughly review and comply with the following provisions that are defined in Article 18 of the Supplementary Conditions:

- A. Termination for Cause and Convenience
- B. Administrative, Contractual, and Legal Remedies
- C. Equal Opportunity Clause
- D. Debarment and Suspension (Executive Orders 12549 and 12689)
- E. Contract Work Hours and Safety Standards Act
- F. General

Contractors must comply with any and all applicable funding agency requirements.

SECTION 46 51 13
FLOATING MECHANICAL AERATORS

Revision #	Date	Comments
1	1/22/2024	Section 2.2.A.4 – added timers to control panels

PART 1 — GENERAL

1.1 SECTION INCLUDES:

- A. Floating aerators, control panels, and related accessories for aeration and mixing of sludge lagoon contents.

1.2 DESCRIPTION:

- A. The following specifications cover the performance, design, construction and installation of the floating aeration equipment. The Contractor shall furnish and install four (4) floating aerators and control panels, complete and operable under normal conditions and in accordance with the plans and specifications.
- B. The aerator will consist of a motor, a direct drive propeller driven at a constant speed, and an integral flotation unit to be secured in place with stainless steel mooring cables and accessories.
- C. Aerators to be designed for long life service at 24 hr/day operation.
- D. Related accessories to include control panels, electric cable, and accessories, mooring cable and accessories, electric cable flotation devices.

1.3 SUBMITTALS:

- A. The submittal shall at minimum include the following information.
- B. Fabrication and installation drawings indicating mechanical and electrical components of the proposed floating aerator, control panel, and accessories.
- C. Data sheets providing information on the construction and features of the proposed floating aerator, control panel, and accessories.
- D. Performance data
- E. Reference List (with phone numbers) from a minimum of 10 sites that have been operating in the state of South Carolina for at least 10 years.
- F. Detailed list of any or exceptions taken to these specifications which shall include the specific specification reference and proposed alternative with reason stated for exception.
- G. Project specific Installation, Operation and Maintenance Manual.

1.4 PERFORMANCE:

A. Horsepower will be computed by:

$$HP = \frac{(\text{Volts}) \times (\text{Amps}) \times (\text{Efficiency}) \times (\text{P.F.}) \times (1.732)}{746}$$

Where: HP = Delivered Horsepower
 P.F. = Power Factor of Motor

PART 2 — PRODUCTS

2.1 APPROVED MANUFACTURER

- A. Aerators shall be Model A25-SSS EcoJet™ Aerator as manufactured by Aerator Solutions or “pre-approved equal”.
- B. Other manufacturers will not be considered unless pre-approved prior to the bid opening and listed by addendum.
- C. Other manufacturers wishing to be considered as a “pre-approved equal” must provide the following submittal information at a minimum of 15 days prior to the bid opening date for the Engineer to review and to determine if the proposed equipment is a “pre-approved equal.” Only manufacturers approved prior to the bid opening will be considered. In order to be considered as a “pre-approved equal”, the manufacturer must demonstrate to the Engineer that all requirements of materials, experience, performance, and workmanship will be met or exceeded by the equipment proposed. The submittal information provided to the Engineer for consideration as a “pre-approved equal” must include, at minimum, all of the information required in Paragraph 1.03. All of the submittal information shall be prepared specifically for this project. Sales catalog cuts or marked up drawings from previous projects will not be reviewed. Incomplete submittals will not be considered.

2.2 FLOATING AERATOR COMPONENTS

A. AERATOR DRIVE MOTOR

- 1. The motor shall deliver 25 horsepower and shall be wired for 230 or 460 volt, 3-phase, 60 cycle service.
- 2. The motor shall be totally enclosed, fan-cooled and rated for severe chemical duty, and shall have a 1.15 service factor.
- 3. The motor windings shall be non-hygroscopic, and insulation shall equal or exceed NEMA Class F.
- 4. A condensate drain shall be located at the lowest point in the lower end-bell housing.
- 5. A labyrinth seal shall be provided below the bottom bearing to prevent moisture from penetrating around the motor shaft.

6. All motor parting surfaces shall be deep registered and Permatex sealed.
7. All through bolts, nuts, and screws shall be of type 18-8 stainless steel.
8. A stainless steel nameplate shall be provided with each motor and shall be securely fastened thereto. The voltage, speed, insulation class, amperage, service factor, wiring diagram, motor serial number, and the manufacturer's name and address shall be steel stamped or otherwise permanently marked.
9. The motor supplied shall be U.S. Electric Motors, Baldor Reliance Motors, or equal.
10. The motor shall be cast iron, with a 304 stainless steel rain shield.

B. MOTOR SHAFT

1. The motor shaft shall have a one-piece shaft continuous from the top motor bearing, through the lower bearing, and down to and through the propeller.
2. The one-piece shaft will have a minimum diameter of 2.125 inches and be manufactured of 17-4PH stainless steel, in the 1150-HT condition.
3. The one-piece shaft shall have minimum yield strength of 135,000 PSI.
4. The one-piece shaft will be machined to a tolerance of plus or minus .006 inches total indicated runout.
5. The one-piece motor shaft will be keyed and threaded to mate to a keyed propeller. Shafts that require pinning and gluing are not acceptable.

C. MOTOR RPM

1. The motor shall operate at a nominal speed of 1200 RPM.
2. Motors that have a nominal speed greater than 1200 RPM are not acceptable.

D. MOTOR BEARINGS

1. Motor bearings will be regreasable. Sealed bearings are not acceptable.
2. The top and bottom motor bearings will be of the combined radial and axial thrust type and will be packed at the factory with Chevron Black Pearl Grease.
3. The top motor bearing shall be shielded on the bottom side only.
4. The bottom motor bearing shall be open.
5. The lower motor bearing inner race shall be locked to the motor shaft via a special washer and locking nut arrangement. The shaft shall be threaded just below the lower bearing and shall have a keyway cut into the motor shaft. This key shall accept a tab from the I.D. of the locking washer, and the locking nut shall have recesses to accept a tab from the O.D. of the locking washer to prevent the nut from backing off. Snap ring type retainers will not be acceptable.

E. DISCHARGE CONE

1. The discharge cone casting shall act as a base for the aerator motor, and alignment of the motor to this base shall be controlled by machined index fittings that engage the

P-base of the motor.

2. The discharge cone casting shall act as a thrust block to deflect the high velocity, pumped volume of the aerator from the vertical to the horizontal direction. In order to minimize vibration and to provide adequate strength, the discharge cone casting shall weigh no less than 185 pounds. The bottom side of the casting shall have a 90-degree radiused transition to effect the hydraulic change in direction with a minimum of head loss.
3. The discharge cone shall absorb normal and shock loads encountered by the propeller and transmitted to the discharge cone via the shaft and motor end bell. The discharge cone shall distribute these forces into the float via the webs that terminate in a flange or ring that is an integral part of the discharge cone. This flange shall mate with a similar flange that is an integral part of the float to spread the stresses generated by the propeller uniformly around the float so that no point loading of the float is allowed. The alignment of the discharge cone to the float shall be by use of a 360-degree pilot. The use of boltholes only shall not be acceptable. Specifically, discharge cone designs that use studs and spacers, shoulder bolts, or fiberglass are not allowed. Load bearing, machined flat, flange-to-flange connections are mandatory.
4. The discharge cone shall contain an anti-deflection journal insert to limit the radial deflection of the motor shaft. This anti-deflection journal insert shall be located in the lower extremity of the discharge cone, approximately one-half the distance between the motor base and the lower end of the shaft. The journal insert shall be machined from Delrin and shall be a minimum of 0.020" larger through the bore than the diameter of the motor shaft. Units featuring a one-piece unsupported shaft will not be acceptable.
5. There shall be a fluid deflector located on the motor shaft, immediately below the anti-deflection journal insert and the lower portion of the discharge cone. The fluid deflector will be machined from Delrin and attached to the motor shaft by 3 recessed allen head stainless steel set screws. Fluid deflectors that are press fit onto the shaft are not acceptable.
6. The discharge cone shall be a minimum of 23" diameter with a minimum overall opening dimension of 8-5/16". The top of the discharge cone shall be 11-1/16" above the float.
7. The design of the discharge cone shall be such that the liquid spray will discharge at an angle of 90 degrees to the motor shaft, and over a 360-degree spray pattern in the horizontal plane.
8. The discharge cone shall be a monolithic casting manufactured of 304 stainless steel. No fabricated, welded, or non-metallic discharge cones will be allowed.

F. FLOATS

1. The float will be manufactured of 14 gauge, 304L stainless steel.
2. The float construction shall be such that the volute will distribute the load of the entire motor, drive, discharge cone, and volute static load, plus the entire dynamic load from

the propeller thrust and radial forces by spreading these forces uniformly around the full 360 degree circumference of the float's central core. Point connected joints or point stressed connections will not be acceptable.

3. The float shall be a minimum of 84.5" in diameter and 14" thick.
4. The float shall be constructed so that all stress imposed from wave action and mooring line tension shall be transmitted from each mooring line to another by pulling across the float in such a manner as not to flex the structure.
5. All floats shall be constructed so that the internal void will be filled full of closed cell polyurethane foam having a minimum 2.0 lbs/cubic foot density and shall be completely sealed water tight.
6. Floats shall have six mooring points, spaced for 3 or 4 – point mooring around the outer circumference. No mooring connections will be allowed as embedments in the upper or lower float covers. Only tension type connections perpendicular to the outer sidewall will be approved. All mooring connections shall be stainless steel.
7. The float will have a composite 304L stainless steel volute. Four stainless steel gussets welded from the top flange of the volute to the bottom flange will be provided to further strengthen the overall structure of the central core of the float. Fiberglass or stainless steel lined volutes are not acceptable.
8. The aerator shall have a minimum of 1,400 pounds reserve buoyancy to ensure stability. Floats shall be one piece. Segmented floats will not be acceptable. Floatation stability will be mandatory. Under no circumstances will unstable floatation designs requiring counter balancing, ballast of liquid, solid mass or submerged major fabricated assemblies to stabilize the operation of the aerator be allowed. Only aerators demonstrating stable operational characteristics, without rocking or oscillating will be acceptable.

G. PROPELLER

1. The propeller will be a two-bladed, marine precision casting specifically designed for the application intended and will be manufactured of 316 stainless steel.
2. The propeller shall have a diameter of 14.5".
3. The blade design will be anti-fouling with dual sweptback leading edges so that it will not accumulate fibers, rags, stringy materials, etc.
4. The propeller will have a diameter not allowing a greater clearance with the volute of 0.25".
5. Each propeller blade shall be pitched so that the pitch angle and rake angle is within +/- 2 percent of the other blade.
6. The propeller shall be keyed to mate to the keyed shaft for ease of maintenance and assembly.
7. The propeller shall be secured to the shaft by a locking nut.
8. Propellers that are pinned and require gluing to the shaft will not be acceptable.

9. Aerators using inclined screw propellers will not be acceptable.

H. VOLUTE

1. The propeller shall operate in a volute made of 304 stainless steel and shall be a minimum of 15”.
2. The volute shall be round and true so that the propeller blade tips clearance is uniform within the volute as the propeller rotates.
3. The volute shall have a minimum of 3/16” wall thickness, and a minimum of four full-length gussets welded on a 90 degree spacing around the circumference of the volute between the top and bottom flanges.
4. The volute shall have a large machined flange at its top extremity that completely encircles the volute. This flange shall match a similar flange on the bottom of the discharge cone to provide for a bolted, machined flange-to-flange fit to provide uniform distribution of the dynamic loads generated by the propeller and the static weight of the motor module.
5. There shall be a 360 degree machined index in the upper flange that will provide concentric alignment of the propeller in the volute by engaging the inside diameter of the mating flange on the discharge cone. Bolt holes alone will not be acceptable to locate the alignment of the propeller.
6. Fiberglass volutes, carbon steel volutes, or fiberglass volutes, or stainless steel lined volutes will not be acceptable.

I. INTAKE CONE

1. The intake cone shall be fabricated of 304 stainless steel with a gradually expanding opening outward to the end of the intake cone.
2. The length and inlet diameter shall be sufficient to provide uniform inlet hydraulics so that no increase in vibration is caused due to its size or shape.
3. The stainless steel used to fabricate the intake cone assembly shall be structurally sufficient to support the weight of the entire aerator assembly when the aerator is free standing on dry ground.
4. For maximum in-depth mixing efficiency, the intake cone shall be designed so that the suction lift from the aerator propeller is vertical from the liquid depth below the aerator.
5. The intake cone shall have anti-vortex cross vanes of 304 stainless steel.
6. Fiberglass intake cones are not acceptable.

J. ANTI-EROSION ASSEMBLY

1. Each unit shall be furnished with a 304 stainless steel anti-erosion assembly to protect lined or shallow earthen bottom lagoons from erosion.
2. This Anti-Erosion assembly shall be attached below the intake cone, causing water to enter the unit from the sides rather than directly beneath.

3. Minimum water level with Anti-Erosion Assembly is 4.0 ft.

K. BALANCING

1. The entire rotating assembly including the motor, shaft, shaft accessories, and propeller shall be dynamically balanced to within 2.0 MILS, peak to peak, measured at the upper and lower motor bearings.
2. Measurements shall be taken at a frequency equal to 1200 RPM and at a 2400 RPM.
3. Measurements shall be taken with the motor in a vertical, shaft down position with the entire motor module mounted on resilient pads.
4. Certified copies of the balance inspection reports shall be supplied with each aerator.

L. CABLE MOORING

1. Aerator manufacturer shall provide stainless steel mooring cable as specified herein and of sufficient length for installing aerators as placed and shown on the drawings.
2. The mooring cable shall be installed as recommended by the manufacturer so the aerator shall be permitted to rise and fall with some water level variations, but will have a minimum of lateral movement.
3. Mooring cable shall be 7 x 19-strand construction, Type 304 stainless steel and 3/16" in diameter.
4. Mooring hardware, consisting of thimbles and clips, shall be of Type 316 stainless steel.
5. Galvanized hardware is not acceptable.

2.2 ELECTRICAL

A. CONTROL PANEL

1. Each aerator shall be supplied with a simplex control panel as specified herein for mounting outside as shown on the drawings.
2. Each control panel shall be NEMA 4X 304SS rated for 480V, 3Ph, 60Hz incoming and outgoing power.
3. Each panel shall be UL listed.
4. Each control panel shall include the following at minimum.
 - IEC starter
 - lightning arrestor
 - hand-off-auto selector switch
 - programmable timer for on/off operation of aerator
 - motor running light
 - fault light
 - fault reset pushbutton

- remote run contact
- Common alarm output contact

B. ELECTRICAL SERVICE CABLE

1. Each aerator manufacturer shall be provided with electrical cable of sufficient length to connect the motor with the control panel.
2. The aerator manufacturer shall supply electric cable floats at maximum 15 feet intervals to float the electric cable.
3. Power cable will be #8-4 and wired into the motor junction box for 460 volts. The aerator manufacturer shall be responsible for making the connection to the motor before shipping to job site.
4. The cable shall have three power conductors and a ground conductor.
5. The conductors shall be flexible type annealed copper stranded.
6. Each conductor, including the ground conductor, shall be insulated. Cables containing an uninsulated ground conductor will not be acceptable.
7. The insulated conductors shall be assembled together with a non-hygroscopic filler material.
8. The outer jacket shall be high quality CPE, PVC, TPE, or equal, and shall be rated at a conductor operating temperature of not less than 90 degrees centigrade.
9. The cable shall be rated for hard usage outdoor service and shall be resistant to oil, sunlight, ozone, grease, acids, water, abrasion and impact.
10. Insulation tensile strength shall be 2,600 psi nominal.
11. Dielectric withstand shall be 4,000 volts AC.
12. Spark test shall be 10,000 volts AC.
13. Color codes of the insulation for the cables shall be black, white, red, and green.
14. Jacket tensile strength shall be 2300 psi nominal.

PART 3 — EXECUTION

3.1 DELIVERY, STORAGE AND HANDLING:

- A. Equipment must be plainly labeled of any precautions to be taken for unloading at job site.
- B. Equipment shall be stored in accordance with the manufacturer's installation, operation and maintenance manual.

3.2 INSTALLATION

- A. Each aerator and control panel shall be located and installed as shown on the plans.
- B. Each aerator and control panel shall be installed in accordance with the manufacturer's

installation, operation and maintenance manual.

3.3 FIELD SERVICES

- A. Provide the services of a manufacturer's representative for one (1) trip of one (1) day for the purpose of startup and training. Startup shall be performed by the mixer manufacturer's technical representative. The technician shall confirm that the aerators are installed properly, that the voltage and amps are correct, that the rotation is correct, and that the aerator is approved for continuous operation. The technician shall train the owner on the proper operation and maintenance of the aerators.

END OF SECTION

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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Revision #	Date	Comments
1	1/22/2024	Added 4.02.B - Contractor shall place orders for all necessary aeration equipment within two (2) weeks from the date of receiving the Notice to Proceed.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

SC-1.01.A.11 – Delete and replace with the following:

11. *Constituent of Concern*—Asbestos; petroleum; radioactive materials; polychlorinated biphenyls (PCBs); lead-based paint (as defined by the HUD/EPA standard); hazardous waste; contaminated environmental media, metal bearing protective coatings, paints, and liners; metals such as but not limited to arsenic, cadmium, chrome, cobalt, lead, and mercury; and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund), 42 U.S.C. §9601 et seq.; (b) the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; (c) the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq.; (d) the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (e) the Clean Water Act (CWA), 33 U.S.C. §1251 et seq.; (f) the Clean Air Act (CAA), 42 U.S.C. §7401 et seq.; or (f) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, or material.

SC-1.01.A.16 – Add the following at the end of the Paragraph:

The terms Contractor and CONTRACTOR are interchangeable and shall have the same meaning in the Contract Documents.

SC-1.01.A.22 – Add the following at the end of the Paragraph:

The terms Engineer and ENGINEER are interchangeable and shall have the same meaning in the Contract Documents.

SC-1.01.A.30 – Add the following at the end of the Paragraph:

The terms Owner and OWNER are interchangeable and shall have the same meaning in the Contract Documents.

SC-1.01.A.30 – Add the following at the end of the Paragraph:

For the purposes of Rural Development, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

SC 1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:

51. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in 40 CFR 261 titles “Identification and Listing of Hazardous Waste,” as amended from time to time.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one printed copy of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any

applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other

communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a

software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$200 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A – Delete the last sentence of paragraph.

4.02 Starting the Work

SC-4.02.B Add the following new Paragraph 4.02.B immediately after Paragraph 4.02.A:

B. Contractor shall place orders for all necessary aeration equipment within two (2) weeks from the date of receiving the Notice to Proceed.

4.05 Delays in Contractor’s Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Owner within five days of the end of the abnormal weather condition event. Owner will review the request and decide if an extension of Contract Times is warranted. Owner may approve or deny request at his sole discretion. Owner may consult the Engineer for guidance in making the decision.
- b. Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the National Oceanic and Atmospheric Administration weather monitoring station at the nearest location to the Project Site.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No reports available		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No drawings available		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at Owner’s Office during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No reports available		

- 5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No reports available		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (~~2010~~, 2013 or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (~~2010~~, 2013 or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Employer’s Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,

2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$
for	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7 A.M. to 7 P.M., Monday through Friday.
2. Owner's legal holidays are Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas.

3. To perform work outside of the regular working hours or on Owner's legal holiday, Contractor must request permission in writing to Owner. Generally, permission will not be granted unless construction schedule has been or is anticipated to be affected by severe weather delays or other unforeseen delays.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as \$1,500 per day to cover cost of Resident Project Representative to be present at the Site.

ARTICLE 8—OTHER WORK AT THE SITE

8.02 Coordination

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
 1. Contractor shall coordinate with others to allow access to worksite.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested supplementary conditions in this article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

~~No suggested Supplementary Conditions in this Article.~~

SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due 35 days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

SC-15.02.A – Amend paragraph by striking out the following text: “7 days after”.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association’s supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated

under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will 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:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. 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;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the

following new Paragraph immediately after Paragraph 17.01” and revise the numbering accordingly].

17.03 *Attorneys’ Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties’ initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

SC-18.11 Add the following new paragraph immediately after Paragraph 18.10:

18.11 *Termination for Cause and Convenience*

In Addition to the Termination for Cause listed in the General Conditions, please see the additional requirements for SCIIP-funded grant projects. 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.

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

1. By the Grantee, if a contractor fails to comply with the terms and conditions of the SCIIP award;
2. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
3. 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;
4. 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
5. By the Grantee pursuant to termination provisions included in the SCIIP award.

SC-18.12 Add the following new paragraph immediately after Paragraph 18.11:

18.12 *Administrative, Contractual, and Legal Remedies*

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:

6. Temporarily Withhold payments pending correction of the deficiency by the contractor;

7. 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;
8. Wholly or partly suspend or terminate this Contract; and
9. 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.

SC-18.13 Add the following new paragraph immediately after Paragraph 18.12:

18.13 *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:

- B. 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 applications 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:
 1. 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 applications 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 received consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 2. 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.
 3. 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

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. 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.
5. 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.
6. 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.

SC-18.14 Add the following new paragraph immediately after Paragraph 18.13:

18.14 *Debarment and Suspension (Executive Orders 12549 and 12689)*

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."

SC-18.15 Add the following new paragraph immediately after Paragraph 18.14:

18.15 *Contract Work Hours and Safety Standards Act*

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.

SC-18.16 Add the following new paragraph immediately after Paragraph 18.15:

18.16 Contractors must comply with any and all applicable funding agency requirements.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Revision #	Date	Comments
1	1/22/2024	4.02 – Substantial completion 270 days, ready for final payment 285 days.

This Agreement is by and between **Town of Ridgeland** (“Owner”) and **[name of contracting entity]** (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all work as specified or indicated in the contract documents. The work is generally described as follows: Sludge Holding Pond Aerator Replacement

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Replace existing dysfunctional floating aerators in the sludge holding pond at the Jimmy Mixson Water Reclamation Facility (WRF). This includes removal and disposal of the existing aerators, procurement and installation of new aerators and associated electrical components.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Goldie Associates (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **270** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **285** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments

will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual.
 7. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: Sludge Pond Aerators Replacement.
 8. Addenda (numbers [number] to [number], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid.
 - b. A written statement that Bidder is authorized to do business in the state where the Project is located.
 - c. Copy of Bidder's state or other contractor license.
 - d. Subcontractor and Supplier qualification information.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor 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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner 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 Owner, 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.

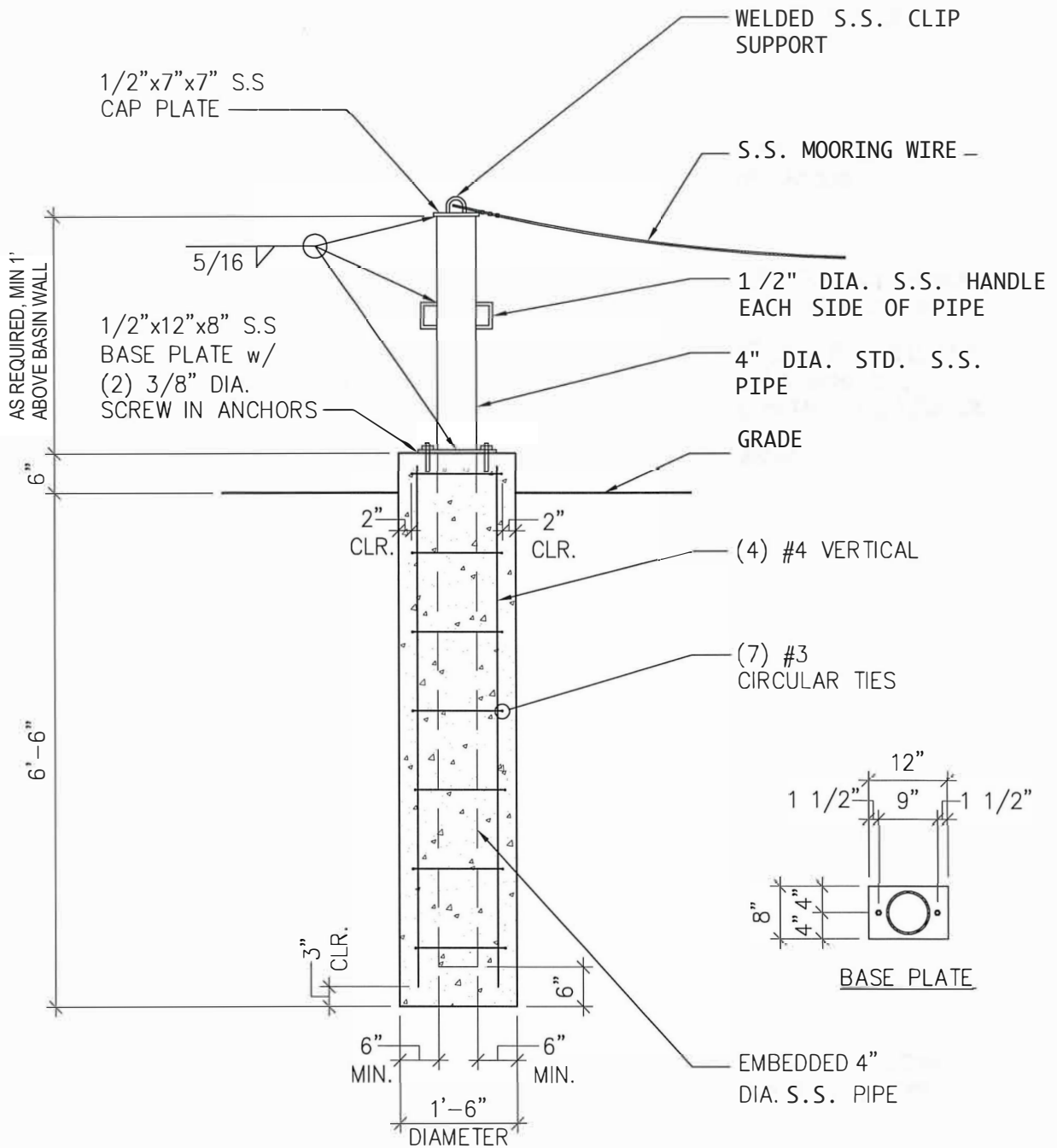
8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

<p>Owner:</p> <p>Town of Ridgeland <i>(typed or printed name of organization)</i></p> <p>By: _____ <i>(individual's signature)</i></p> <p>Date: _____ <i>(date signed)</i></p> <p>Name: <u>Dennis E. Averkin</u> <i>(typed or printed)</i></p> <p>Title: <u>Town Administrator</u> <i>(typed or printed)</i></p> <p>Attest: _____ <i>(individual's signature)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p>Address for giving notices: _____ _____ _____</p> <p>Designated Representative:</p> <p>Name: _____ <i>(typed or printed)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p>Address: _____ _____ _____</p> <p>Phone: _____</p> <p>Email: _____ <i>(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</i></p>	<p>Contractor:</p> <p>_____ <i>(typed or printed name of organization)</i></p> <p>By: _____ <i>(individual's signature)</i></p> <p>Date: _____ <i>(date signed)</i></p> <p>Name: _____ <i>(typed or printed)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p><i>(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</i></p> <p>Attest: _____ <i>(individual's signature)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p>Address for giving notices: _____ _____ _____</p> <p>Designated Representative:</p> <p>Name: _____ <i>(typed or printed)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p>Address: _____ _____ _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>License No.: _____ <i>(where applicable)</i></p> <p>State: _____</p>
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NOTE: S.S. DENOTES STAINLESS STEEL MATERIAL

MOORING POST DETAIL