



ROCHELLE MUNICIPAL UTILITIES

PROLOGIS PARK SUBSTATION
EQUIPMENT PURCHASE

2031 K003

SEPTEMBER 2020



Rochelle
MUNICIPAL UTILITIES
The City of Rochelle's locally-owned Utility

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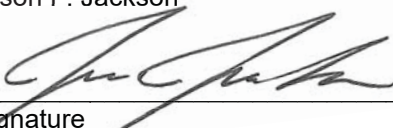
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Seals and Signatures

| | |
|---|--|
|  | <p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.</p> |
| | <p>Jason F. Jackson</p> <p> 09/15/2020</p> <hr/> <p>Signature Date</p> |
| | <p>Discipline: Mechanical Engineer, Illinois License #: 062-059318 License Expires: 11/30/2021</p> |

INVITATION FOR BIDS

Rochelle Municipal Utilities, Ogle County, Illinois will receive sealed bids for:

Prologis Park Substation
Equipment Purchase

until 11:00 a.m. local time on the 6th day of October 2020 at the Rochelle Municipal Utilities, 420 N 6th Street, Rochelle, Illinois 61068.

The plans and specifications are on file with the said Rochelle Municipal Utilities for viewing purposes only.

Copies of the documents may be acquired from BHMGE Engineers, Inc., 630 Jeffco Boulevard, Arnold, Missouri 63010, Consulting Engineers for said City. Please email Laura Stackle, Lstackle@bhmg.com with request.

Bids shall be received for the aforementioned items.

A certified check or bank draft on a responsible, solvent bank, or a satisfactory bid bond executed by the bidder and an acceptable surety company, payable to the Rochelle Municipal Utilities, Adam Lanning, Utility Manager, or Government Bonds or cash in the amount of not less than five percent (5%) of bid, shall be submitted with each bid.

The bid shall be marked to identify bid package contents, reference specification 2031 K003.

The successful bidder will be required to:

- Register as a bidder for this project.
- Furnish **in duplicate** the following executed documents:
 - Non-Collusion Affidavit
 - Bid Form
 - Bid Bond, Certified Check or Money Order
 - And any other documents as required by the specifications.

No bid shall be withdrawn after the opening of bids without the consent of the Utility for a period of sixty (60) days after the scheduled time of closing bids.

The said Rochelle Municipal Utilities reserves the right to reject any or all bids and to waive any informalities in bidding, and to determine and accept the bid most advantageous to the Utility.

Rochelle Municipal Utilities

Adam Lanning, Utility Manager

Date: September 15, 2020

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - BIDS RECEIVED

2.01 Refer to invitation to bid to for information on receipt of Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.

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

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

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

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

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

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

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

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

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

- A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;
- D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;
- E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

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

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

ARTICLE 6 - PRE-BID CONFERENCE - NOT USED

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - "OR-EQUAL" ITEMS

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

ARTICLE 12 - PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the Issuing Office.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates, the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names must be typed or printed in ink below the signature.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS

13.01 Lump Sum

- A. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- B. For determination of the apparent low Bidder, Bids will be compared on the basis of the lump sum.

ARTICLE 14 - SUBMITTAL OF BID

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

- A. Non-Collusion Affidavit.
- B. Bidder Qualifications.
- C. List of Proposed Suppliers.
- D. List of References.

14.02 Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied

by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to

**Rochelle Municipal Utilities
420 N 6th Street
Rochelle, IL 61068
2031 K003**

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

ARTICLE 16 - OPENING OF BIDS

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

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

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

changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.

- 18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.
- 18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

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

ARTICLE 20 - SIGNING OF AGREEMENT

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

ARTICLE 21 - SALES AND USE TAXES

- 21.01 Owner is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work. Exemption No. E9941376. Said taxes shall not be included in the Bid.

ARTICLE 22 - RETAINAGE

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

ARTICLE 23 - CONTRACT TO BE ASSIGNED - NOT USED

NON-COLLUSION AFFIDAVIT

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he is _____ * (sole owner, partner, president, secretary, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title

Subscribed and sworn to before me this ____ day of _____, 20__.

Seal of Notary

Notary Public

* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner", "Partner", "secretary", etc. should be struck out.

BID FORM

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This Bid is submitted by: _____

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

**Rochelle Municipal Utilities
420 N 6th Street
Rochelle, IL 61068**

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

| Addendum No. | Addendum Date |
|--------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer,

(b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 **Proposal No. 1** - Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

| ITEM # | DESCRIPTION | QTY | UNIT PRICE | TOTAL PRICE |
|--------|--------------------------------------|-----|------------|-------------|
| 1 | 138kV Circuit Breaker | 4 | | |
| 2 | 138kV Line Disconnect Switch | 1 | | |
| 3 | 138kV Breaker Disconnect Switch | 4 | | |
| 4 | 138kV CCVT | 4 | | |
| 5 | 138kV Surge Arrestor | 3 | | |
| 6 | 138kV Station Post Insulator | 42 | | |
| 7 | 138kV Suspension Insulator | 6 | | |
| 8 | 138kV A-Frame Deadend Support | 1 | | |
| 9 | 138kV 3-Phase CCVT Support | 1 | | |
| 10 | 138kV 1-Phase CCVT Support | 1 | | |
| 11 | 138kV Switch Operator Platform | 5 | | |
| 12 | 138kV 3-Phase Low Bus Support | 7 | | |
| 13 | 138kV 3-Phase High Bus Support | 7 | | |
| 14 | 138kV 3-Phase Low Vee Switch Support | 4 | | |
| 15 | 65 ft Lightning Mast | 7 | | |

| | |
|--|-----------|
| Lump Sum Total Bid Price for Proposal No. 1 | \$ |
|--|-----------|

SCHEDULE GUARANTEES

| | |
|-----------------------------------|-------------------|
| Breaker Delivery: _____ | Calendar days ARO |
| Disconnect Switch Delivery: _____ | Calendar days ARO |
| Steel Structures Delivery: _____ | Calendar days ARO |
| CCVT Delivery: _____ | Calendar days ARO |
| Insulator Delivery: _____ | Calendar days ARO |

- 5.02 It is understood and agreed by the undersigned that the Municipal Utility reserves the unrestricted privilege to reject the foregoing proposal indicated above and which the Municipality may consider excessive or unreasonable; to accept such proposal which it may consider fair and reasonable.

The lump sum of the proposal shall be the basis for establishing the amount of the performance bond and for comparison of bids.

The above delivery dates and times are to be filled in by the bidder before submitting his proposal.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the work will be substantially complete on or before date specified in 5.01 and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after date specified in 5.01.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Bid Bond.
 - B. List of Proposed Major Suppliers.
 - C. Affidavit of Non-Collusion.
 - D. List of Project References.
 - E. Bidder's Qualifications.

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name: _____

By: _____

Doing Business As: _____
(Individual's signature)

Business address: _____

Phone: _____

Email address: _____

A Partnership

Partnership Name: _____
(Seal)

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

Name: (typed or printed) _____

Business Address: _____

Phone: _____

Email Address: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

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

By: _____
(Signature – attach evidence of authority to sign)

Name: *(typed or printed)* _____

Title: _____
(Corporate Seal)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone: _____

Email Address: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in which
organized: _____

By: _____
(Signature – attach evidence of authority to sign)

Name: *(typed or printed)* _____

Business Address: _____

Phone: _____

Email: _____

A Joint Venture

First Joint Venturer
Name:

(seal)

By:

(Signature – attach evidence of authority to sign)

Name: *(typed or printed)*

Title:

Business Address:

Phone:

Email Address:

Second Joint Venturer
Name:

(seal)

By:

(Signature – attach evidence of authority to sign)

Name: *(typed or printed)*

Title:

Business Address:

Phone:

Email Address:

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

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

QUALIFICATIONS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Appointment of Counsel.
- B. Pre-qualifications.
- C. Bidder's Qualifications.
- D. Certifications.
- E. References.
- F. Signatures.

1.02 AWARD OF BID

- A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.
- B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

- A. Bidder has appointed _____, whose address is _____, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

- A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

2.03 BIDDER'S QUALIFICATIONS

- A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.
- B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.
- C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.
- D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.
- E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

2.04 CERTIFICATIONS

- A. The Bidder certifies the following as required by law:
 - 1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.
 - 2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.
 - 3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):
 - Individual
 - Corporation
 - Partnership
 - Corporation
 - Not-for-Profit Corporation
 - Tax Exempt Organization (IRC 501 (a) only)
 - Medical and Health Care Services Provider Corporation
 - Real Estate Agent
 - Government Entity
 - Trust or Estate

4. Bidder, if an individual, is not in default on an educational loan.

2.05 REFERENCES

- A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.
- B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous Projects with very similar Scope of Work completed under the current Bidder's name.
- C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

2.06 SIGNATURES

Firm Name: _____

Federal Taxpayer Identification Number: _____

By: _____

Title: _____

By: _____

Title: _____

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

PART 3 – EXECUTION

NOT USED

END OF SECTION

AGREEMENT

THIS AGREEMENT is by and between

Rochelle Municipal Utilities, 420 N 6th Street, Rochelle, IL 61068 (“Buyer”) and

_____ (“Seller”)

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

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

ARTICLE 2 – THE PROJECT

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

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as:
***Rochelle Municipal Utilities, Prologis Park Substation
16000 E Richie, Rochelle, IL 61068.***

ARTICLE 5 – CONTRACT TIMES

- 5.01 *Time of the Essence*

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

- 5.02 *Milestones*

- A. Days for Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer

for Engineer's review and approval within _____ days after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

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

5.03 *Buyer's Final Inspection*

- A. *Days to Achieve Final Inspection:* Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 5 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any.

5.04 *Liquidated Damages - NOT USED*

ARTICLE 6 – CONTRACT PRICE

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

- A. A Lump Sum of

\$

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

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

7.02 *Progress Payments; Retainage*

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

1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 10% of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
2. Upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90% of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 *Final Payment*

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

ARTICLE 8 – INTEREST

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

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
 - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
 - B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress and the furnishing of the Goods and Special Services.

- C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. General Conditions.
 - 3. Performance Bond.
 - 4. Payment Bond.
 - 5. Specifications as listed in the Table of Contents of the Project Manual.
 - 6. Drawings as listed in the Table of Contents of this Specification.
 - 7. Addenda (Numbers ____ to _____, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Seller's Bid, solely as to the prices set forth therein.

- b. Documentation submitted by Seller prior to Notice of Award.
- 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Order(s);
 - c. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Terms

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

11.02 Assignment of Contract

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

11.03 Successors and Assigns

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

11.04 *Severability*

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

11.05 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of 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 Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

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

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

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

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

BUYER:

SELLER:

Rochelle Municipal Utilities

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Rochelle Municipal Utilities

420 N 6th Street

Rochelle, IL 61068

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

Agent for service of process:

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

**PERFORMANCE BOND
FOR PROCUREMENT CONTRACTS**

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

SELLER
NAME
ADDRESS

SURETY
NAME
ADDRESS OF
PRINCIPAL PLACE
OF BUSINESS

BUYER
NAME
ADDRESS
**Rochelle Municipal Utilities
420 N 6th Street
Rochelle, IL 61068**

CONTRACT Date:
 Amount:
 Description:
 (name and location)

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

Seller as Principal

Company: *(Corporate Seal)*

Signature:
Name and Title:

Surety

Company: *(Corporate Seal)*

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

Address:

Telephone Number:

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

Seller as Principal

Company: *(Corporate Seal)*

Signature:
Name and Title:

Surety

Company: *(Corporate Seal)*

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

Address:

Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Buyer has notified Seller and Surety pursuant to Paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller, and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and
 - 3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Buyer has agreed to pay the Balance of the Contract Price to:
 - a. Surety in accordance with the terms of the Contract;
 - b. Another seller selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Buyer has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and a seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or

- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:
- a. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or
 - b. deny liability in whole or in part and notify Buyer citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.
6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
- 6.1. The responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Seller's Default, and resulting from the actions of or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.
7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.
8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location of the Point of Destination, and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the

provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

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

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

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

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

**PAYMENT BOND
FOR PROCUREMENT CONTRACTS**

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

SELLER
NAME
ADDRESS

SURETY
NAME
ADDRESS OF
PRINCIPAL PLACE
OF BUSINESS

BUYER
NAME
ADDRESS
**Rochelle Municipal Utilities
420 N 6th Street
Rochelle, IL 61068**

CONTRACT Date:
Amount:
Description:
(name and location)

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

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

Seller as Principal
Company:
(Corporate Seal)

Surety
Company:
(Corporate Seal)

Signature:
Name and Title:

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

Address:
Telephone Number:

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

Seller as Principal
Company:
(Corporate Seal)

Surety
Company:
(Corporate Seal)

Signature:
Name and Title:

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

Address:
Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Seller:
 - a. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - b. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and
 - c. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by Paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.
9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 *Claimant*: An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the

performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

These Standard General Conditions for Procurement Contracts have been prepared for use with the Suggested Instructions to Bidders for Procurement Contracts (EJCDC P-200, 2010 Edition), the Agreement Between Buyer and Seller for Procurement Contracts (EJCDC P-520, 2010 Edition), and the Guide to Preparation of Supplementary Conditions for Procurement Contracts (EJCDC P-800, 2010 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. Additional information concerning the use of the EJCDC Procurement Documents may be found in the Commentary on Procurement Documents (EJCDC P-001, 2010 Edition).

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STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
 3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
 8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the

Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.
16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and

Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.
25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
30. *Seller*—The individual or entity furnishing the Goods and Special Services.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as

applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives:*

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

3. The word "receipt" when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.
 4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
 5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.
- C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

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

2.02 *Evidence of Insurance*

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

2.03 *Copies of Documents*

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

2.04 *Commencement of Contract Times; Notice to Proceed*

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

2.05 *Designated Representatives*

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

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.
- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

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

2.08 *Safety*

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

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

- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

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

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Seller's Review of Contract Documents Before the Performance of the Contract:*
Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.
2. *Seller's Review of Contract Documents During the Performance of the Contract:*
If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services

affected thereby until an amendment to or clarification of the Contract Documents has been issued.

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

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

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

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

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

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

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
3. Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 *Bonds*

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.
- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

4.03 *Licensed Sureties and Insurers*

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

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

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

5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
 - 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

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

- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and
 - b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 Taxes

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

5.06 Shop Drawings and Samples

- A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.
- B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.
- C. *Submittal Procedures:*
 - 1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:
 - a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and
 - b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.

2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.
3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.
4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples.
2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit 3 as required 3 new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods

and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
 - 2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
 - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:
 - 1. observations by Buyer or Engineer;
 - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 - 3. use of the Goods by Buyer;
 - 4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;

5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
 6. any inspection, test or approval by others; or
 7. any correction of non-conforming Goods and Special Services by Buyer.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.
- F. Seller makes no implied warranties under this Contract.

5.09 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent cause by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.
- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 *Shipping*

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

6.02 *Delivery*

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination

to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.

- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

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

6.04 *Progress Schedule*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
 - 1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 - CHANGES: SCHEDULE AND DELAY

7.01 *Changes in the Goods and Special Services*

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

- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.
- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.02 *Changing Contract Price or Contract Times*

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.
- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 - BUYER'S RIGHTS

8.01 *Inspections and Testing*

A. *General:*

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. *Inspection on Delivery:*

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of

apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.
3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

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

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

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.

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

C. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

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

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

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

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

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

8.03 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer

has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 - ROLE OF ENGINEER

9.01 Duties and Responsibilities

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

9.02 Clarifications and Interpretations

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

9.03 Authorized Variations

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

9.04 Rejecting Non-Conforming Goods and Special Services

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

9.05 Decisions on Requirements of Contract Documents

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.
- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim,

dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 *Claims and Disputes*

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.
- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time

periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 - PAYMENT

10.01 Applications for Progress Payments

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 Review of Applications for Progress Payments

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.
1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
 2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that

Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.

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

10.03 *Amount and Timing of Progress Payments*

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

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 *Final Application for Payment*

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

10.06 *Final Payment*

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

10.07 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

- A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:
1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

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

11.03 *Suspension of Performance by Seller*

- A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,
 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 *Breach and Termination*

- A. Buyer's Breach:
1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or

- c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
- B. Seller's Breach:
1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
 - b. wrongful repudiation of the Contract, or
 - c. delivery or furnishing of non-conforming Goods and Special Services.
 2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
 - b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 *Intellectual Property and License Fees*

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 *Seller's Infringement*

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 *Buyer's Infringement*

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable

fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).

- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.
- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

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

12.05 *Electronic Data*

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

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 - DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.
- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 - MISCELLANEOUS

14.01 *Giving Notice*

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

14.02 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

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

14.04 *Cumulative Remedies*

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

14.05 *Survival of Obligations*

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

14.06 *Entire Agreement*

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions for Procurement Contracts, EJCDC P-700 (2010 Edition), and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

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

SC-4.01 Change Paragraph A:

- A. Payment bond is not required.

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

- F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:
1. with respect to insurance required by Paragraphs SC-4.02.F.3 through SC-4.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and [*Here list by name, (not Project role) other persons or entities to be included on policy as additional insureds*] all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.
 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph SC-4.02.I will so provide);
 6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 8.03;

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter); and
 8. with respect to any delegation of professional design services to Seller pursuant to Paragraph 5.10 of the General Conditions, include professional liability coverage by endorsement or otherwise.
- H. The limits of liability for the insurance required by Paragraph SC-4.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs SC-4.02.F.1 and F.2:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$1,500,000.00
 2. Seller's General Liability under Paragraphs SC-4.02.F.3 through F.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:
 - a. General Aggregate \$1,500,000.00
 - b. Products - Completed
 - 1) Operations Aggregate \$1,500,000.00
 - c. Personal and Advertising
 - 1) Injury \$1,500,000.00
 - 2) Each Occurrence (Bodily Injury and Property Damage) \$1,500,000.00

- d. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
- e. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000.00
 - 2) Each Occurrence \$5,000,000.00
- 3. Automobile Liability under Paragraph SC-4.02.F.6:
 - a. Bodily Injury:
 - 1) Each person \$15,000.00
 - 2) Each Accident \$1,500,000.00
 - b. Property Damage:
 - 1) Each Accident \$1,500,000.00
 - 2) Combined Single Limit of \$1,500,000.00
- 4. Professional Liability
(if professional services have been delegated to Seller pursuant to Paragraph 5.10): \$1,500,000.00
- I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.
- J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

SC-5.05 Add the following new paragraph immediately after Paragraph 5.05A:

- B. Owner is exempt from payment of sales and local options taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

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

- F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Seller shall reimburse Buyer for Engineer's charges for such time.
- G. In the event that Seller requests a change of a previously approved item, Seller shall reimburse Buyer for Engineer's charges for its review time unless the need for such change is beyond the control of Seller.

Other Provisions

1.01 Prevailing Wage Requirements

- A. This project is subject to the requirements of the "Wages of Employees on Public works (Prevailing Wage) Act."

1.02 Liquidated Damages

- A. It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses after the Contract Completion Date and before the date on which the work covered by such Contract is actually completed, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of Five Hundred dollars (\$750.00). The total amount so payable by the Contractor as liquidated damages, either may be deducted from any moneys due or payable to the Contractor by the owner or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to compensate, at least in part, the Owner for (1) the administration of the work covered by such contract and any other contract or contracts beyond the Contract Completion Date, including the additional expense to the Owner for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of the Owner (and the general public) to use the improvement being constructed from and after the Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by the Owner directly as a result of the failure to complete the Work covered by such Owner directly as a result of the failure to complete the Work covered by such contract on or before the Contract Completion Date; but, said liquidated damages shall not include the cost of litigation that may result from action taken by the Owner against the Contract.

Ogle County Prevailing Wage Rates posted on 3/3/2020

| Trade Title | Rg | Type | C | Base | Foreman | Overtime | | | | H/W | Pension | Vac | Trng | Other Ins |
|--------------------------|-----|------|---|-------|---------|----------|-----|-----|-----|-------|---------|------|------|--------------|
| | | | | | | M-F | Sa | Su | Hol | | | | | |
| ASBESTOS ABT-GEN | All | BLD | | 42.11 | 43.11 | 1.5 | 1.5 | 2.0 | 2.0 | 9.12 | 20.25 | 0.00 | 0.80 | |
| ASBESTOS ABT-MEC | All | BLD | | 18.95 | 0.00 | 1.5 | 1.5 | 2.0 | 2.0 | 2.70 | 3.35 | 0.00 | 0.00 | |
| BOILERMAKER | All | BLD | | 41.00 | 44.00 | 2.0 | 2.0 | 2.0 | 2.0 | 7.07 | 20.57 | 1.50 | 1.24 | |
| BRICK MASON | All | BLD | | 42.30 | 45.05 | 1.5 | 1.5 | 2.0 | 2.0 | 11.88 | 14.40 | 0.00 | 0.95 | |
| CARPENTER | All | HWY | | 44.22 | 45.97 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 15.00 | 0.00 | 0.73 | |
| CARPENTER | N | BLD | | 40.58 | 45.04 | 1.5 | 1.5 | 2.0 | 2.0 | 11.35 | 15.86 | 0.00 | 0.73 | |
| CARPENTER | S | BLD | | 36.37 | 40.37 | 1.5 | 1.5 | 2.0 | 2.0 | 11.70 | 18.05 | 0.00 | 0.73 | |
| CEMENT MASON | All | ALL | | 35.55 | 38.30 | 1.5 | 1.5 | 2.0 | 2.0 | 10.85 | 20.81 | 0.00 | 0.50 | |
| CERAMIC TILE FINISHER | All | BLD | | 35.69 | 35.69 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 8.24 | 0.00 | 0.81 | |
| COMMUNICATION TECHNICIAN | All | BLD | | 41.00 | 45.10 | 1.5 | 1.5 | 2.0 | 2.0 | 13.74 | 15.02 | 0.00 | 0.82 | |
| ELECTRIC PWR EQMT OP | All | ALL | | 43.71 | 59.52 | 1.5 | 1.5 | 2.0 | 2.0 | 6.00 | 13.55 | 0.00 | 0.77 | 1.31 |
| ELECTRIC PWR EQMT OP | All | HWY | | 41.45 | 56.38 | 1.5 | 1.5 | 2.0 | 2.0 | 5.50 | 12.87 | 0.00 | 0.73 | |
| ELECTRIC PWR GRNDMAN | All | ALL | | 33.69 | 59.52 | 1.5 | 1.5 | 2.0 | 2.0 | 6.00 | 10.44 | 0.00 | 0.59 | 1.01 |
| ELECTRIC PWR GRNDMAN | All | HWY | | 32.00 | 56.38 | 1.5 | 1.5 | 2.0 | 2.0 | 5.50 | 9.92 | 0.00 | 0.66 | |
| ELECTRIC PWR LINEMAN | All | ALL | | 52.44 | 59.52 | 1.5 | 1.5 | 2.0 | 2.0 | 6.00 | 16.27 | 0.00 | 0.93 | 1.58 |
| ELECTRIC PWR LINEMAN | All | HWY | | 49.67 | 56.38 | 1.5 | 1.5 | 2.0 | 2.0 | 5.50 | 15.40 | 0.00 | 0.88 | |
| ELECTRIC PWR TRK DRV | All | ALL | | 34.90 | 59.52 | 1.5 | 1.5 | 2.0 | 2.0 | 6.00 | 10.83 | 0.00 | 0.62 | 1.05 |
| ELECTRIC PWR TRK DRV | All | HWY | | 33.14 | 56.38 | 1.5 | 1.5 | 2.0 | 2.0 | 5.50 | 10.29 | 0.00 | 0.59 | |
| ELECTRICIAN | All | BLD | | 47.89 | 52.68 | 1.5 | 1.5 | 2.0 | 2.0 | 13.74 | 20.44 | 0.00 | 0.96 | |
| ELEVATOR CONSTRUCTOR | All | BLD | | 52.09 | 58.60 | 2.0 | 2.0 | 2.0 | 2.0 | 15.57 | 9.96 | 4.17 | 0.62 | |
| GLAZIER | All | BLD | | 41.03 | 42.03 | 1.5 | 1.5 | 1.5 | 2.0 | 12.30 | 9.05 | 0.00 | 1.25 | |
| HEAT/FROST INSULATOR | All | BLD | | 33.83 | 36.87 | 1.5 | 1.5 | 2.0 | 2.0 | 9.10 | 20.67 | 0.00 | 0.48 | |
| IRON WORKER | All | ALL | | 39.39 | 45.30 | 2.0 | 2.0 | 2.0 | 2.0 | 12.27 | 25.42 | 0.00 | 1.20 | |
| LABORER | All | BLD | | 33.81 | 34.81 | 1.5 | 1.5 | 2.0 | 2.0 | 9.12 | 20.25 | 0.00 | 0.80 | |
| LABORER | All | HWY | | 39.16 | 39.91 | 1.5 | 1.5 | 2.0 | 2.0 | 9.12 | 20.25 | 0.00 | 0.80 | |
| LABORER, SKILLED | All | HWY | | 42.11 | 42.86 | 1.5 | 1.5 | 2.0 | 2.0 | 9.12 | 20.25 | 0.00 | 0.80 | |
| LATHER | N | BLD | | 40.58 | 45.04 | 1.5 | 1.5 | 2.0 | 2.0 | 11.35 | 15.86 | 0.00 | 0.73 | |
| LATHER | S | BLD | | 36.37 | 40.37 | 1.5 | 1.5 | 2.0 | 2.0 | 11.70 | 18.05 | 0.00 | 0.73 | |
| MACHINIST | All | BLD | | 48.93 | 51.43 | 1.5 | 1.5 | 2.0 | 2.0 | 7.68 | 8.95 | 1.85 | 1.32 | |
| MARBLE FINISHER | All | BLD | | 35.69 | 35.69 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 8.24 | 0.00 | 0.81 | |
| MARBLE MASON | All | BLD | | 38.52 | 41.02 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 10.40 | 0.00 | 0.86 | |

| | | | | | | | | | | | | | | |
|---------------------|-----|-----|---|-------|-------|-----|-----|-----|-----|-------|-------|------|------|------|
| MATERIAL TESTER I | All | ALL | | 42.11 | 42.86 | 1.5 | 1.5 | 2.0 | 2.0 | 9.12 | 20.25 | 0.00 | 0.80 | |
| MATERIALS TESTER II | All | ALL | | 42.11 | 42.86 | 1.5 | 1.5 | 2.0 | 2.0 | 9.12 | 20.25 | 0.00 | 0.80 | |
| MILLWRIGHT | All | BLD | | 41.42 | 45.56 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 16.45 | 0.00 | 0.75 | 0.20 |
| OPERATING ENGINEER | All | BLD | 1 | 46.80 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | BLD | 2 | 46.10 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | BLD | 3 | 43.65 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | BLD | 4 | 41.65 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | BLD | 5 | 50.55 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | BLD | 6 | 49.80 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | BLD | 7 | 46.80 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | HWY | 1 | 46.65 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | HWY | 2 | 46.10 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | HWY | 3 | 44.80 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | HWY | 4 | 43.35 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | HWY | 5 | 41.90 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | HWY | 6 | 49.65 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| OPERATING ENGINEER | All | HWY | 7 | 47.65 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 | |
| PAINTER | All | ALL | | 40.65 | 42.65 | 1.5 | 1.5 | 1.5 | 2.0 | 12.43 | 9.88 | 0.00 | 1.35 | |
| PILEDRIVER | All | HWY | | 46.10 | 47.85 | 1.5 | 1.5 | 2.0 | 2.0 | 11.35 | 16.00 | 0.00 | 0.73 | |
| PILEDRIVER | N | BLD | | 41.00 | 45.51 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 14.61 | 0.00 | 0.73 | |
| PILEDRIVER | S | BLD | | 36.54 | 40.56 | 1.5 | 1.5 | 2.0 | 2.0 | 11.50 | 17.05 | 0.00 | 0.73 | |
| PIPEFITTER | All | BLD | | 50.00 | 53.50 | 1.5 | 1.5 | 2.0 | 2.0 | 9.25 | 12.40 | 0.00 | 1.95 | |
| PLASTERER | All | BLD | | 35.83 | 39.42 | 1.5 | 1.5 | 2.0 | 2.0 | 11.55 | 18.14 | 0.00 | 0.50 | |
| PLUMBER | All | BLD | | 50.00 | 53.50 | 1.5 | 1.5 | 2.0 | 2.0 | 9.25 | 12.40 | 0.00 | 1.95 | |
| ROOFER | All | BLD | | 44.60 | 48.60 | 1.5 | 1.5 | 2.0 | 2.0 | 10.58 | 13.31 | 0.00 | 0.70 | |
| SHEETMETAL WORKER | All | BLD | | 42.89 | 46.32 | 1.5 | 1.5 | 2.0 | 2.0 | 8.38 | 20.28 | 0.00 | 0.50 | |
| SPRINKLER FITTER | All | BLD | | 41.97 | 44.72 | 1.5 | 1.5 | 2.0 | 2.0 | 10.23 | 12.59 | 0.00 | 0.52 | |
| STONE MASON | All | BLD | | 42.30 | 45.05 | 1.5 | 1.5 | 2.0 | 2.0 | 11.88 | 14.40 | 0.00 | 0.95 | |
| TERRAZZO FINISHER | All | BLD | | 35.69 | 35.69 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 8.24 | 0.00 | 0.81 | |
| TERRAZZO MASON | All | BLD | | 38.52 | 41.02 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 10.40 | 0.00 | 0.86 | |
| TILE LAYER | N | BLD | | 39.40 | 43.73 | 1.5 | 1.5 | 2.0 | 2.0 | 10.39 | 13.90 | 0.00 | 0.60 | |
| TILE LAYER | S | BLD | | 34.77 | 38.59 | 1.5 | 1.5 | 2.0 | 2.0 | 11.00 | 16.30 | 0.00 | 0.60 | |
| TILE MASON | All | BLD | | 38.52 | 41.02 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 10.40 | 0.00 | 0.86 | |
| TRUCK DRIVER | All | O&C | 1 | 30.45 | 33.74 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | O&C | 2 | 30.89 | 33.74 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | O&C | 3 | 31.10 | 33.74 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 | |

| | | | | | | | | | | | | | |
|--------------|-----|-----|---|-------|-------|-----|-----|-----|-----|-------|-------|------|------|
| TRUCK DRIVER | All | O&C | 4 | 31.38 | 33.74 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 |
| TRUCK DRIVER | All | O&C | 5 | 32.22 | 33.74 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 |
| TRUCK DRIVER | E | ALL | 1 | 35.98 | 36.53 | 1.5 | 1.5 | 2.0 | 2.0 | 8.25 | 10.14 | 0.00 | 0.15 |
| TRUCK DRIVER | E | ALL | 2 | 36.13 | 36.53 | 1.5 | 1.5 | 2.0 | 2.0 | 8.25 | 10.14 | 0.00 | 0.15 |
| TRUCK DRIVER | E | ALL | 3 | 37.71 | 37.91 | 1.5 | 1.5 | 2.0 | 2.0 | 9.00 | 11.64 | 0.00 | 0.15 |
| TRUCK DRIVER | E | ALL | 4 | 36.53 | 36.53 | 1.5 | 1.5 | 2.0 | 2.0 | 8.25 | 10.14 | 0.00 | 0.15 |
| TRUCK DRIVER | N | ALL | 1 | 38.06 | 42.18 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 |
| TRUCK DRIVER | N | ALL | 2 | 33.11 | 33.42 | 1.5 | 1.5 | 2.0 | 2.0 | 6.90 | 8.22 | 0.00 | 0.00 |
| TRUCK DRIVER | N | ALL | 3 | 33.31 | 33.42 | 1.5 | 1.5 | 2.0 | 2.0 | 6.90 | 8.22 | 0.00 | 0.00 |
| TRUCK DRIVER | N | ALL | 4 | 37.08 | 37.08 | 1.5 | 1.5 | 2.0 | 2.0 | 9.40 | 9.00 | 0.00 | 0.20 |
| TRUCK DRIVER | S | ALL | 1 | 38.06 | 42.18 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 |
| TRUCK DRIVER | S | ALL | 2 | 38.61 | 42.18 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 |
| TRUCK DRIVER | S | ALL | 3 | 38.87 | 42.18 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 |
| TRUCK DRIVER | S | ALL | 4 | 39.23 | 42.18 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 |
| TRUCK DRIVER | S | ALL | 5 | 40.27 | 42.18 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37 | 0.00 | 0.25 |
| TUCK POINTER | All | BLD | | 42.30 | 45.05 | 1.5 | 1.5 | 2.0 | 2.0 | 11.88 | 14.40 | 0.00 | 0.95 |

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations OGLE COUNTY

CARPENTER, LATHER, MILLWRIGHT, PILEDRIIVER AND TILE LAYER (NORTH) - That part of Ogle County East from the Winnebago County western boundary and North of an imaginary line running east and west located 4 miles north of the City of Oregon.

TRUCK DRIVER (EAST) - That part of the county East of Rt. 251, including all portions of the city of Rochelle, and South of Rt. 72.

TRUCK DRIVER (SOUTH) - That part of the county West of Rt. 251 and South of Rt. 72. TRUCK DRIVER (NORTH) - That part of the county North of Route 72.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day,

Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsmen, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine

operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.); Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick

Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST AND NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed

by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this Section.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of input to the Construction Schedule.
 - 1. Construction Schedule
 - 2. Application for Payment forms, including Continuation Sheets
 - 3. List of subcontractors
 - 4. List of products
 - 5. List of principal suppliers and fabricators
 - 6. Schedule of submittals
 - 7. Submit the Schedule of Values to the Engineer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.

- B. Format and Content: Provide at least one line item for each major schedule activity or for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location
 - b. Name of the engineer
 - c. Project number
 - d. Contractor's name and address
 - e. Date of submittal
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division
 - b. Description of Work
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator
 - e. Name of supplier
 - f. Change Orders (numbers) that affect value
 - g. Dollar value
 - h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent

3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
6. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is open to the contractor's discretion, keeping in mind that city councils typically meet bi-monthly. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends upon completion of a minimum additional 15% of the project.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

- E. Transmittal: Submit two signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retention, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner acceptable to the Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors
 2. List of principal supplier and fabricators
 3. Schedule of Values
 4. Schedule of principal products
 5. List of Contractor's principal consultants
 6. Copies of building permits
 7. Copies of authorizations and licenses from governing authorities for performance of the Work.
 8. Initial progress report
 9. Certificates of insurance and insurance policies
 10. Performance and payment bonds, if required
 11. Data needed to acquire the Owner's insurance
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals
 - b. Warranties (guarantees) and maintenance agreements
 - c. Maintenance instructions
 - d. Startup performance reports

- e. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - f. Final cleaning
 - g. Application for reduction of retention and consent of surety.
 - h. Advice on shifting insurance coverage
 - i. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
- 1. Completion of Project closeout requirements.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Assurance that unsettled claims will be settled.
 - 4. Assurance that incomplete Work is not accepted and will be completed without undue delay.
 - 5. Transmittal of required Project construction records to the Owner.
 - 6. Proof that taxes, fees, and similar obligations were paid.
 - 7. Removal of temporary facilities and services.
 - 8. Removal of surplus materials, rubbish, and similar elements.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor shall make submittals to Engineer.
- B. Contractor:
 - 1. Verify field dimensions.
 - 2. Verify compliance with Contract requirements.
 - 3. Certify review.
 - 4. Transmit reviewed submittals to Engineer.

1.2 DEFINITIONS

- A. Shop Drawings: Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details.
 - 1. Prepared by qualified detailer.
 - 2. Identify details by reference to sheet and detail numbers shown on contract drawings.
 - 3. Drawn at scale of 3 inches per foot or larger.
 - 4. Maximum sheet size: 24" x 36".
 - 5. Reprints of Engineer's drawings are not acceptable for shop drawings.
- B. Product Data:
 - 1. Manufacturer's standard schematic drawings edited to fit this project.
 - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - a. Clearly mark each copy to identify pertinent materials, products or models.
 - b. Show wiring diagrams and controls.
 - c. Show performance characteristics and capacities.
- C. Samples: Physical samples to illustrate materials, equipment or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.
 - 1. Office samples: Of sufficient size to clearly illustrate:

- a. Functional characteristics of product or material.
 - b. Full range of color samples.
 - c. After review, samples may be used on construction of project.
2. Field samples and mock-ups:
- a. Erect at project site at location approved by Contractor and Owner.
 - b. Construct each sample or mock-up complete, including work of all crafts required in finished work.
 - c. Remove as directed.

1.3 SPECIFIED PRODUCT LIST AND SAMPLES

- A. Submit to Engineer within 20 business days after Notice to Proceed date, a list of product manufacturers and full range of color samples for each manufacturer, and full range of color samples for each manufacturer's product proposed for installation. No colors will be selected prior to submittal of all products requiring a color selection.
- B. Tabulate list of each specification section.
- C. For products specified under reference standards, include with listing of each products:
 1. Name and address of manufacturer.
 2. Trade name.
 3. Model or catalog number.
 4. Manufacturer's data.
 - a. Performance and test data.
 - b. Reference standards.
- D. Subcontractors' names shall be included in list and must coincide with approved subcontractor list.

1.4 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall review and stamp all shop drawings, product data and samples prior to submission. Failure to follow any or all established procedures set forth shall result in submittals being returned without review, at Contractor's expense.
- B. Contractor shall verify:
 1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.

- C. Contractor shall coordinate each submittal with requirements of work and contract documents.
- D. Contractor's responsibility for errors and omissions shall not be relieved by Engineer's review of submittal.
- E. Contractor's responsibility for deviations in submittals from requirements of contract documents shall not be relieved by Engineer's review unless written acceptance by Engineer of specific deviations is issued.
- F. Contractor shall notify Engineer in writing at time of submission of deviations within submittal from requirements of contract documents.
- G. Contractor shall begin no work that requires shop drawings or product data submittals until return of submittals bearing Engineer's or professional consultant's stamp and initials or signature.
- H. After Engineer's review, distribute shop drawings and/or product data to appropriate suppliers and subcontractors.

1.5 SUBMISSION REQUIREMENTS

- A. **A completed cover sheet provided at the end of this section shall accompany each individual submittal.**
- B. All submittals shall include:
 - 1. Date and revision dates.
 - 2. Project title and number.
 - 3. Names of:
 - a. Engineer.
 - b. Subcontractor.
 - c. Sub-subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 - f. Separate detailer when pertinent.
 - 4. Identification of product or material.
 - 5. Relation to adjacent structure or material.
 - 6. Field dimensions clearly identified as such.
 - 7. Specification section and page number, one specification section per submittal.
 - 8. Specified standards, such as ASTM number of ANSI.
 - 9. Identification of previously approved deviations from contract documents.
 - 10. Engineer will not review submittals unless cover sheet is attached to each individual submittal, signed and stamped by the Contractor.

- C. Allow adequate space on submittal cover sheet for Engineer to affix his stamp.

1.6 RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
 - 1. Contractor shall revise initial drawings as required and resubmit as specified for initial submission.
 - 2. Contractor shall indicate on drawings any changes, which may have been made, other than those required by Engineer.
- B. Product Data and Samples:
 - 1. Submit new data and samples as required for initial submission.
- C. Make all resubmittals within 15 days after Engineer's previous review.

1.7 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of shop drawings and product data bearing Engineer's or professional consultant's stamp to:
 - 1. Contractor.
 - 2. Project site file.
 - 3. Other concerned subcontractors.
 - 4. Supplier/fabricator.
- B. Contractor shall distribute samples as directed.

1.8 ENGINEER'S REVIEW

- A. Engineer will review all submittals with reasonable promptness.
- B. Engineer will review for:
 - 1. Conformance with design concept of project.
 - 2. Information contained in contract documents.
- C. Engineer's review of a separate item does not constitute review of an assembly within which item functions.
- D. Engineer's or professional consultant's stamp, initials or signature certifying to review of submittal will be affixed.
- E. Engineer will return submittals to contractor for distribution.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SHOP DRAWING SUBMITTAL

Date: _____

PROJECT: _____

BHMG Project No: _____

Contractor: _____

Presented By: _____

Company Name

Address

Phone/Fax

Contact Person

E-Mail Address

Item: _____

Spec Section: _____

By approving and submitting these shop drawings, product data and samples, we represent that we have determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that we have checked and coordinated information contained within submittal with requirements of the work and contract documents.

Contractor's Signature

Date

SECTION 01450

QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance – Control of Installation.
- B. Welding.
- C. Tolerances.
- D. References.

1.2 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. The Contractor is the quality control inspector for the project. The Contractor shall review the work and verify that it is in conformance with the contract documents. Any work found not to be in conformance shall be corrected by the Contractor, so that it does conform. As a minimum, the Contractor shall reply within seven days of the discovery of work found not to be in conformance with the contract documents, with a written plan of the corrective action required to bring this work into conformance.

- H. The Engineer and the Owner will make periodic inspections to verify quality control measures.

1.3 WELDING

A. Welding Requirements

- 1. Welding shall be performed by qualified welding operators using procedures qualified in accordance with specified applicable codes and standards.

B. Procedure Qualification

- 1. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for obtaining and qualifying welding procedures. Structural welding procedures that conform to AWS D1.1 are prequalified as defined in AWS D1.1.
- 2. Contractor shall keep and maintain records and make available to Engineer, if requested, certifying procedure qualification tests have been completed successfully.

C. Welding Certificates

- 1. After Notice of Award, submit to Engineer, if requested, one copy for each person assigned to do field welding of materials installed for this project.
- 2. Show on certificates that each person has passed tests specified by AWS.
- 3. Submit certificates prior to execution of any welding. Certificates are not required for nonstructural tack welding.

D. Performance Qualification

- 1. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for testing and qualifying welding operators in accordance with applicable procedures.
- 2. Unless welding operators have been qualified previously by Contractor (within past six months) and have been continuously employed as welders by Contractor following qualification, requalification tests must be completed.
- 3. Engineer reserves the right to require any welder to retake tests when, in the opinion of Engineer, work of welder creates reasonable doubt as to welder's proficiency. Engineer may witness any required retesting. Tests shall be at no expense to Owner.

1.4 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with the requirements of the standard, except where more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specified date is established by code.
- C. Obtain copies of standards when required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract and those of the Engineer shall not be altered from the Contract Documents by mention or interference otherwise in any reference document.

PART 2 – PRODUCT (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01610

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Selection.
- E. Product Options.

1.2 PRODUCTS

- A. “Products” means: new material, machinery, components, equipment, fixtures, and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer’s instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer’s instructions with seals and labels intact and legible.

- B. Store sensitive products in weather-tight, climate-controlled enclosures.
- C. Fabricated products requiring exterior storage shall be placed on sloped supports, above ground.
- D. Provide bonded, off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT SELECTION

- A. Provide products that comply with the requirements of the Contract Documents, that are undamaged and, unless otherwise noted, unused at the time of installation.
- B. Provide products complete with accessories, trim, finish, safety guards and other devices and details needed for the installation and for the intended use and effect.
- C. Standard Products: Provide standard products of types that have been produced and used successfully in similar conditions on other projects.
- D. Proprietary Specification Requirements: Where only a single product or manufacturer is named, or where “No Substitution” is indicated, provide the product indicated. No substitutions will be permitted.
- E. Semi-Proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
- F. Where products are specified by name, accompanied by the term “or approved equivalent,” comply with provisions for “substitutions” to obtain approval for use of an unnamed product.

- G. Descriptive Specification Requirements: Where specifications describe a product, listing characteristics required without use of a brand name, furnish a product that provides the characteristics and otherwise complies with requirements.
- H. Performance Specification Requirements: Where specifications stipulate compliance with performance requirements, provide products that comply and are recommended for the application. Manufacturer's recommendations may be contained in product literature, or by certification of performance.
- I. Visual Selection: Where requirements include the phrase "as selected from manufacturer's standard colors, patterns, textures" or a similar phrase, provide a product that complies with designated requirements. The Engineer will select color, pattern, and texture from the approved product line.
- J. Compliance with Standards: Where specifications require compliance with a standard, select a product that complies with the standard specified.
- K. Visual Matching: Where specifications require matching a sample, the Engineer's decision on whether a proposed product matches will be final. Where no product matches and complies with other requirements, comply with provisions for "Product Substitutions" for selection of a matching product in another category.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 16356

HIGH VOLTAGE SUBSTATION COMPONENTS

PART 1 - GENERAL

1.1 SCOPE

- A. 138kV Disconnect Switches
- B. 138kV CCVT's
- C. 138kV Surge Arresters
- D. 138kV Insulators

1.2 QUALITY ASSURANCE

- A. All materials, sizes, and capacities shall conform to the requirements of the National Electric Code, the National Electrical Manufacturers Association, ANSI standards, IEEE standards, and prevailing state and local electrical codes.
- B. Where possible, the materials must bear UL label.

1.3 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code (NEC).
- B. ASCE - Substation Structure Design Guide.
- C. Design for Rural Substations, ROS 1724E-300.

Note: These standards are subject to periodic review. Users are cautioned to secure the latest applicable edition.

1.4 SUBMITTALS

- A. Make submittals as specified.
- B. Material to be submitted:
 - 1. Dimensional outline and physical arrangement drawings, listing openings, materials of construction and fasteners.
 - 2. Manufacturer's standard published catalog sheets and descriptive bulletins.
 - 3. Manufacturer's instruction book, including removal of shipping braces, special testing, and other procedures necessary before placing the breakers in service.
 - 4. Electrical point to point wiring diagrams and electrical schematics.
 - 5. Current transformer performance curves.
- C. The Manufacturer may submit the information electronically in a format acceptable

to the Engineer, with only the final submittal required to be in an electronic and paper format. Acceptable format of drawings is AutoCad, text documents and spreadsheets in Microsoft Office and Schedules in Microsoft Project.

1.5 SHIPPING

- A. The Manufacturer shall prepare all equipment in a manner that will facilitate handling and will provide protection from damage while in transit. The Manufacturer shall be responsible for and make good any and all damage due to loading and/or improper preparation for shipment. All boxes and crates shall be suitably marked with the Purchaser's name, delivery destination, and purchase order number. Each box, crate, or keg shall enclose a packing list showing the parts contained therein and the Purchaser's reference number.
- B. Structure shall be shipped pre-assembled to the extent necessary to facilitate field assembly and shipping limitations. Shipping splits and assembly requirements will be clearly identified on manufacturer's drawings.

PART 2 - PRODUCTS

2.1 SUBSTATION RATINGS

- A. Electrical
 - 1. Operating Voltage: 138 kV, L-L, 3-phase.
 - 2. BIL Rating: 650 kV.
 - 3. Max Fault Cap: 40 kA.
- B. Environmental
 - 1. Snow Load: 20 lbs. per sq. ft.
 - 2. Extreme Ice: 1"
 - 3. Maximum Tensions: 4,000 lbs. per conductor and static @ +/- 30 degree.
 - 4. Wind Load: 110 mph.
 - 5. Temperature: -40°F to +120°F.
 - 6. NESC Loading Zone: Heavy.
 - 7. Seismic Zone: 1

2.2 138KV DISCONNECT SWITCHES

- A. Manufacturers:
 - 1. Southern States
 - 2. No Substitutes
- B. Description:
 - 1. Center break vee disconnect switch, outdoor, 3-phase, group operated, 2,000 amp continuous, rating.
- C. Construction:
 - 1. Jaw Contacts:
 - a. All contacts shall be self-aligning and self-adjusting to ensure

- positive contact.
- b. Jaw contact shall be designed so that wiping action is provided with minimum of roughening or wear on the surfaces.
- 2. Insulators: Porcelain TR-289.
- 3. Switch Blade: Copper or aluminum single piece.
- 4. Operating Mechanism:
 - a. Worm Gear Hand Crank.
 - b. Provisions shall be made for padlocking the mechanism in open or closed position.
 - c. A flexible copper braid shunt shall be provided on the operating mechanism for ground connection by others.
- 5. Arcing Horns: Switches shall be supplied with standard wipe type arcing horns.
- 6. Terminal Pads: NEMA 4 hole.
- 7. Nameplates: Switch shall be supplied with nameplate on each pole, and one extra for mounting at operator position. Nameplates shall include catalog number, electrical rating, and sales order number.
- 8. Accessories:
 - a. Mounting frames.
 - b. Control rods.
 - c. Interphase rods.
 - d. Operating pipes.
 - e. Grounding studs.
 - f. Bolts, hardware, etc.

2.3 138KV COUPLING CAPACITOR VOLTAGE TRANSFORMERS

- A. Manufacturers:
 - 1. Trench, Inc.
 - 2. No Substitutes
- B. Ratings:
 - 1. System Frequency: 60 Hz.
 - 2. Ratio: 700/1200:1
 - 3. Rated Capacitances (pF): 6,000
 - 4. Accuracy Class: 0.6
 - 5. Thermal Rating: 1000 VA
 - 6. Secondary Windings: 115/67.08 dual windings
- C. Construction:
 - 1. Bushings: Porcelain, ANSI 70 gray.
 - 2. HV Terminal: NEMA 4-hole pad.
 - 3. Ground Pad: NEMA 2-hole pad.
 - 4. Secondary Cabinet: Hinged door with handle, and strip heater.
- D. Accessories:
 - 1. Carrier Accessories.
 - 2. Nameplate on frame, and extra for low mounting.
 - 3. Potential ground switch.

2.4 138KV SURGE ARRESTERS

- A. Manufacturers:
 - 1. ABB, Inc.
 - 2. No Substitutes
- B. Description:
 - 1. Porcelain housed station-class gapless MOV surge arresters.
- C. Ratings:
 - 1. MCOV: 88 kV.
- D. Construction
 - 1. Housing: Porcelain.
 - 2. All external metal parts shall be stainless steel, zinc plated, or hot dip galvanized.
 - 3. Terminal Pad: NEMA 4 hole.
 - 4. Ground Terminal Connection: NEMA 4-hole pad.
 - 5. Nameplate: Nameplate shall be provided with classification, model and S/N and year of manufacturer.

2.5 138KV STATION POST INSULATORS

- A. Manufacturers:
 - 1. Lapp, Inc.
 - 2. PPC Insulators
 - 3. Newell
 - 4. Approved Equal
- B. Description:
 - 1. High Strength porcelain station post insulator, TR-289.
- C. Construction
 - 1. Shed Design: Uniform Standard.
 - 2. Bolt Pattern: 5-inch dia.
 - 3. Single piece insulator.
 - 4. Galvanized ferrous end caps.

2.6 138KV SUSPENSION INSULATORS

- A. Manufacturers:
 - 1. Ohio Brass
 - 2. MacLean Power Systems
 - 3. Approved Equal
- B. Description:
 - 1. Suspension polymer 138kV insulator.
- C. Rating:
 - 1. Mechanical Strength: 30 kip
- D. Construction

- | | | |
|-----------------|----------------------|------------------|
| 1. | Weathershed Profile: | Standard Leakage |
| 2. | Polymer Length: | 47-inch min. |
| 3. | Top Fitting: | Y-clevis |
| 4. | Bottom Fitting: | ANSI Ball |
| E. Accessories: | | |
| 1. | Corona Rings: | None Required. |
| 2. | Hardware Fitting: | Socket Y-Clevis. |

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 16359

SUBSTATIONS STRUCTURES

PART 1 - GENERAL

1.1 SCOPE

- A. Galvanized Steel Structures.
- B. Anchor Bolts.
- C. Assembly Hardware.

1.2 REFERENCE STANDARDS

- A. ASCE Practice #113 – Substation Structure Design Guide.
- B. IEEE C2-2012 – National Electrical Safety Code.
- C. IEEE C37.32 – High-voltage Switches, Bus Supports and Accessories, Schedule of Preferred Ratings, Construction Guidelines and Specifications.
- D. NEMA SG-6 – Power Switching Equipment.
- E. RUS 1724E-300 – Design Guide for Rural Substations.

Note: These standards are subject to periodic review. Users are cautioned to secure the latest applicable edition.

1.3 SUBMITTALS

- A. Make submittals as specified.
- B. Material to be submitted:
 - 1. Scaled and dimensioned drawings of the equipment installation showing equipment layout plan, elevations, sections and details
 - 2. Anchor bolt layouts.
 - 3. Certified drawings, including PE stamp.
- C. The Manufacturer may submit the information electronically in a format acceptable to the Engineer, with only the final submittal required to be in an electronic and paper format. Acceptable format of drawings is AutoCad, text documents and spreadsheets in Microsoft Office and Schedules in Microsoft Project.

1.4 SHIPPING

- A. The Manufacturer shall prepare all equipment in a manner that will facilitate handling and will provide protection from damage while in transit. The Manufacturer shall be responsible for and make good any and all damage due to loading and/or improper preparation for shipment. All boxes and crates shall be suitably marked with the Purchaser's name, delivery destination, and purchase order number. Each box, crate, or keg shall enclose a packing list showing the parts contained therein and the Purchaser's reference number.
- B. Structure shall be shipped pre-assembled to the extent necessary to facilitate field assembly and shipping limitations. Shipping splits and assembly requirements will be clearly identified on manufacturer's drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Advanced Steel, Inc.
- B. MD Henry Company.
- C. Rohn Products, Inc.
- D. V & S Schuler, Inc.
- E. Approved Equal.

2.2 SUBSTATION RATINGS

- A. Electrical
 - 1. Operating Voltage: 138 kV, L-L, 3-phase.
 - 2. BIL Rating: 650 kV.
 - 3. Max Fault Cap: 40 kA.
- B. Environmental
 - 1. Snow Load: 20 lbs. per sq. ft.
 - 2. Extreme Ice: 1"
 - 3. Maximum Tensions: 4,000 lbs. per conductor and static @ +/- 30 degree.
 - 4. Wind Load: 110 mph.
 - 5. Temperature: -40°F to +120°F.
 - 6. NESC Loading Zone: Heavy.
 - 7. Seismic Zone: 1

- C. In addition to the loading requirements described herein, all structures shall be designed to adequately withstand all forces incurred from the following loadings:
1. Short circuit stresses.
 2. Ice and wind load.
 3. Impact load forces from operating switches.
 4. Dead load from equipment.
 5. Seismic forces.

2.3 GALVANIZED STEEL STRUCTURE

- A. General:
1. Provide substation structure as shown on drawings, complete to accommodate all components as required. Manufacturer shall review drawings and customize their standard design to meet this project.
 2. The design of the substation structures shall be in accordance with the specifications of the American Society of Civil Engineering for Structures of Steel. Design shall be based on wind loading, ice loading per industry standards, conductor line loading, plus electric equipment loads to be affixed to the structure under this specification.
 3. All structural steel plates, and standard shapes to be ASTM A36.
 4. Unless not practical or unless otherwise detailed, all angles shall be placed with outstanding legs to a top position to minimize corrosion.
 5. All substation equipment structures shall conform to the horizontal and vertical deflection limits for Class A structures as defined in ASCE design guide.
- B. Connections:
1. Field connections shall be made with ASTM A325 galvanized bolts.
 2. Shop connections shall be bolted or welded as determined by supplier.
 3. Surface preparation and full penetration welds for main compression and tension members shall be in accordance with AISC specifications. All welding shall be performed in accordance with AWS requirements.
- C. Columns:
1. Rectangular or tapered tubular structure with welded or bolted connections.
 2. All columns and trusses shall be shipped fully assembled.
- D. Beams:

1. Rectangular or tapered tubular structure with welded or bolted connections.
 2. Beams shall be shipped with fully assembled if as practical.
- E. Anchor Bolts:
1. Finish: Double Dip Galvanized Finish.
 2. Geometry:
 - a. Exposure: Minimum 6-inch Thread Exposure.
 - b. Embed: Minimum 24-inch Embed with Heavy washer and nut.
 3. Quantity: Provide all anchor bolts, with one spare per type.
 4. Anchor bolt clusters shall be provided with installation steel templates for top and bottom.
- F. Hardware:
1. Manufacturer shall provide all associated hardware for assembly of manufacturer design and supplied equipment, including nuts, washers, bolts, screws, miscellaneous brackets, and accessories as required.
 2. Manufacturer shall provide a bill of material and hardware placement instructions.
- G. Dead-end Structure:
1. Design Cable Load: Structure shall be designed to a minimum tension on each conductor. Structure shall also be designed to accommodate a zero-conductor tension.
- H. Finish:
1. All structural steel and fasteners shall be galvanized by the hot dip method.
 2. Coating Thickness: G125 Minimum.
 3. All surfaces shall receive a commercial sandblast preparation as per the Steel Structure Painting Council Specification SP 10-63T or approved method of cleaning which provides proper adhesion properties.
 4. All welds shall have weld splatter cleaned and be ground smooth prior to sandblast operation. Hot dip galvanizing shall begin before any rust bloom forms.

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 16361

CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SCOPE

- A. 138kV Outdoor dead tank power circuit breaker.

1.2 QUALITY ASSURANCE

- A. All materials, sizes, and capacities shall conform to the requirements of the National Electric Code, the National Electrical Manufacturers Association, ANSI standards, IEEE standards, and prevailing state and local electrical codes.
- B. Where possible, the materials must bear UL label.

1.3 REFERENCE STANDARDS

- A. All outdoor circuit switchers shall be designed, manufactured, assembled, and tested in accordance with the latest applicable ANSI, NEMA, and ASTM standards and guidelines. If there are any conflicts between the ANSI, NEMA, or ASTM standards and this specification the specification shall govern.

1.4 SUBMITTALS

- A. Material to be submitted:
 - 1. Dimensional outline and physical arrangement drawings, listing openings, materials of construction and fasteners.
 - 2. Manufacturer's standard published catalog sheets and descriptive bulletins.
 - 3. Three (3) copies of manufacturer's instruction book, including removal of shipping braces, assembly of substation base, filling with oil if required, special testing, and other procedures necessary before placing the equipment in service.
 - 4. Electrical point to point wiring diagrams and electrical schematics.
- B. The Manufacturer may submit the information electronically in a format acceptable to the Engineer, with only the final submittal required to be in an electronic and paper format. Acceptable format of drawings is AutoCad, text documents and spreadsheets in Microsoft Office and Schedules in

Microsoft Project.

1.5 SHIPPING

- A. Shipping: The Manufacturer shall ship the units and associated equipment, completely assembled to the maximum extent possible, consistent with transportation limitations. No partial shipments shall be allowed.

PART 2 - PRODUCTS

2.1 138KV OUTDOOR DEAD TANK POWER CIRCUIT BREAKER.

A. Manufacturers:

1. GE Grid Solutions.
2. No Substitutes.

B. Ratings:

- | | |
|---------------------------------|------------------|
| 1. Maximum Voltage: | 145 kV |
| 2. Nominal Voltage: | 138 kV |
| 3. BIL: | 650 kV |
| 4. Continuous Current: | 2,000 amp |
| 5. Primary Fault Interrupting: | 40 kA |
| 6. Interrupting Time: | 3 cycles |
| 7. Duty Cycle: | O-0.3s-CO-15s-CO |
| 8. Power Frequency: | 60 Hz |
| 9. Insulator Design: | Porcelain |
| 10. Operator Control Voltage: | 125 VDC |
| 11. Charging Mechanism Voltage: | 125 VDC |

C. Design Requirements:

1. Temperature: The unit shall perform in ambient temperature range

of -30 degree C to 40 degree C.

2. Altitude: The unit shall perform at elevations up to 3,300 feet.
3. Seismic: The unit shall be capable of withstanding seismic loading of 0.2 g loading.
4. Wind loading: The unit shall be capable of withstanding wind load up to 110 mph.

D. Construction

1. Base Frame:
 - a. Each circuit breaker shall be provided with a manufacturer furnished adjustable base frame.
2. Operating Mechanism:
 - a. The operating mechanism shall be weatherproof with provisions for padlocking.
 - b. A position indicator shall be provided on the mechanism for open/close indication of the breaker.
 - c. A four-digit increment counter designed to count each trip operation shall be included and installed in the control cabinet.
 - d. A shutoff valve shall be supplied to allow the removal of gauges from the circuit breaker with the breaker energized and in service.
 - e. All gauges, counters, and indicators shall be readable by an average sized person standing at ground level.
 - f. The breaker shall be absolutely gas tight with all fittings in place.
 - g. The unit shall be equipped with a motor charged spring operator system. The system shall provide sufficient capacity for a minimum of one open-close-open operation at the full short circuit current interrupting rating of the breaker. Not more than ten seconds shall be required to compress the spring. A mechanical indication shall be provided to indicate if the spring is charged or discharged. Provisions shall be provided to manually charge the spring. The charging mechanism shall have a mechanical interlock to prevent over charging.
3. Bushings:
 - a. Bushings shall be porcelain.
 - b. Bushings shall be standard minimum creepage design.

- c. Bushing terminals shall be silver plated threaded studs.
 - d. Bushings shall have a designator plate or decals denoting the bushing number, for example bushing 1 shall be clearly labeled 1.
 - e. A NEMA 4-hole pad connector shall be furnished for each bushing terminal.
 - f. The breaker shall be equipped with two (2) 2000:5 multi-ratio, distributed winding, bushing current transformers (BCTs) installed on each bushing. All CTs shall be relaying accuracy class C400. All CTs shall have a thermal rating factor of no less than 2.0.
4. Interrupter:
- a. The circuit breaker shall use SF6 interrupters.
- E. Control Design:
- 1. Two electrically separate trip coils shall be provided with each breaker as well as one close coil.
 - a. Closing control circuitry shall be designed to operate at 125 VDC. The permissible voltage range shall be 90-140 VDC. One fusible, two pole knife switch rated at 250 VDC shall be provided for the close circuit.
 - b. Tripping control circuitry shall be designed to operate at 125 VDC. The permissible voltage range shall be 70-140 VDC. One fusible, two pole knife switch rated at 250 VDC shall be provided for each trip circuit (TC1 and TC2).
 - 2. Any capacitor required in the circuit breaker design shall be NON-PCB and shall be clearly marked as such.
 - 3. A removable jumper shall be included in the close circuitry to allow customer to field wire permissive close functions into the breaker close circuitry.
 - 4. Provide provisions to block close at the minimum level at which the breaker can operate at its full nameplate rating. Form C contacts shall be provided to alarm on this condition. These contacts shall be in addition to the alarm contacts for low pressure indication.
 - 5. Provide one normally open contact to alarm on mechanism fault or loss of power to the spring charging motor.
 - 6. Provide one normally open contact to alarm on excessive operating mechanism run time.

7. All spare contacts shall be factory wired to terminal blocks in the breaker control cabinet.
8. One push button, open/close switch for manual trip and close operation shall be furnished in the control cabinet.
9. An Emergency Trip device shall be provided with the breaker. It shall be brought outside the control cabinet with a red handle for easy visibility. It shall have guards to prevent accidental operation. The reset of the emergency trip shall be easily accessible, not requiring any field dismantling of the breaker.
10. One transfer control local/remote switch shall be supplied in the control cabinet.
11. Breaker internal control wiring shall have "destination" style labeling or have wire numbers shown on schematic drawings. All required voltages shall be indicated on applicable drawings.
12. Single phase, low voltage circuit breakers shall be provided for the following:
 - a. AC Cabinet Heaters
 - b. AC Cabinet Lights
 - c. AC GFCI Outlet

F. Control Cabinet

1. The breaker control cabinet and mechanism cabinet (if separate) shall be completely weather tight with all fitting in place. The control cabinet door shall have provisions for pad locking.
2. The control cabinet shall be provided with thermostatically controlled heaters that shall operate automatically to prevent condensation.
3. A removable plate shall be provided in the bottom of the control cabinet to allow for field drilling and installation of a minimum of 4 – 4 inch conduits.
4. A ground bar shall be conveniently located in the bottom of the control cabinet. The ground bar shall be connected to an exterior ground lug that can accommodate a 2/0 copper conductor that shall be tied to the station ground grid.
5. Cabinet lights shall be provided to illuminate the work area inside the control cabinet. Cabinet lights shall be controlled through a door switch and shall light only when the control cabinet is open. Cabinet bulbs shall be rough duty.

6. The control cabinet shall be physically located on the same side of the breaker as bushings #1 and #2.

G. Wiring

1. All alarms, contacts, and control devices shall be connected to terminal blocks or approved equivalent and located in the main control cabinet.
2. Terminal blocks shall be marked to identify all connections. 10% spare connections shall also be provided to allow for future wiring considerations.
3. All terminal blocks shall be stud type and shall be able to accommodate #10 AWG control wire. Control wire terminations shall be made using ring type terminal connectors with insulated shanks.
4. Breaker internal control wiring shall be “destination” style wiring or have wire numbers clearly marked on control schematics/wiring diagrams.
5. CT taps shall be wired to short circuiting terminal blocks located in the control cabinet. The shorting strips of these terminal blocks shall be tied to ground. All CT terminal blocks shall be labeled for their associated CT – i.e. 1, 3, 5 - X, Y, Z & 2, 4, 6 - X, Y, Z. All CTs will be terminated used ring style terminal connections with insulated shanks.

H. Accessories

1. Tank heaters.
2. Nameplate:
 - a. A nameplate shall be furnished with each breaker and shall be mounted at a height and location for easy reading. The nameplate shall be diagrammatic and black with laser etched or engraved lettering. The nameplate shall show information in accordance with the latest ANSI standards.
3. Ground Pads:
 - a. Two NEMA 2-hole ground pads shall be supplied for grounding the structure to the station ground grid.

I. Spare Parts

1. Each circuit switcher shall be supplied with manufacturer's recommended spare parts, but should include at least the following:

- (1) – Set spares, each illuminating lamp, each fuse and each plug in breaker used
- (1) – Lot all manufacturer's recommended spare parts

J. Warranty

1. The manufacturer shall provide a standard warranty to repair or replace any equipment manufactured by manufacturer due to defective material or workmanship under normal and proper use, within two years.

PART 3 – EXECUTION

3.1 TESTING

A. Factory Tests

1. Each circuit breaker shall be fully assembled as a three-phase unit at the factory adjusted, tested and timed per ANSI C37.09.
2. Mechanical operation: A minimum of 10 mechanical operations shall be performed at the factory.
3. Leak test: A leak test shall be performed to confirm the leak rate is less than 0.5% per year.
4. Resistance and dielectric tests: The controls, heaters, breakers, and interrupters shall receive standard production testing.

3.2 DELIVERY

- A. The Manufacturer shall ship the units and their associated equipment, assembled to the maximum extent possible, consistent with transportation limitations. No partial shipments shall be allowed. Any shipping damage shall be recovered at the full expense of the supplier.

END OF SECTION

