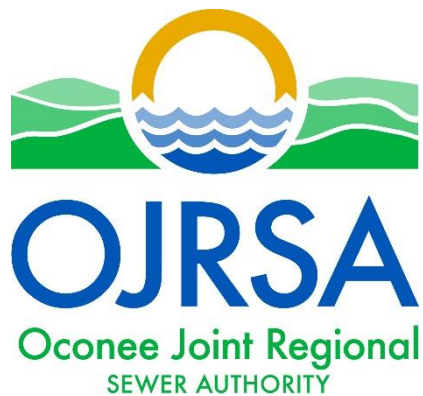


OCONEE JOINT REGIONAL SEWER AUTHORITY REQUEST FOR BIDS

PROJECT #2025-04

Tank Cleaning: Removal of Grit and Solids from Coneross Creek
Water Reclamation Facility Digester and Pump Station Wet Wells

October 24, 2024



BID SUBMITTAL DUE DATE/TIME: December 4, 2024 at 2:00 PM Local Time

Important Dates and Times

| | |
|---|--|
| Pre-Bid Conference and Site Visit <u>MANDATORY</u> | November 20, 2024 at 10:00 am Local Time Oconee Joint Regional Sewer Authority Coneross Creek Water Reclamation Facility 623 Return Church Road Seneca, South Carolina |
| Deadline for Inquiries | November 27, 2024 at 4:00 pm Local Time |
| Submittal Deadline | December 4, 2024 at 2:00 pm Local Time |
| Award of Project | December 5, 2024 (anticipated) |
| Project Start Date | To be determined by OJRSA in conjunction with Contractor |
| Project Completion Date | No later than February 28, 2025 at 5:30 pm Local Time |
| All Remaining Deliverables Due | Not applicable |

REQUEST FOR BIDS

Purpose and Project Information

The Oconee Joint Regional Sewer Authority (“OJRSA” or “Owner”) is requesting bids from contractors, hereafter referred to as “Offerors” or “Contractors,” interested in cleaning tanks and basins at the Coneross Creek Water Reclamation Facility in Seneca, South Carolina. The OJRSA system consists of the Coneross Creek Water Reclamation Facility (“WRF,” permitted at 7.8 million gallons per day), approximately 65 miles of gravity sewer, 15 pump stations, 24 miles of force mains, and three (3) permanent flow metering stations. The three (3) flow monitoring stations record flow that enters the OJRSA conveyance system from its three Member Cities: Seneca, Walhalla, and Westminster.

This Project consists of the content removal and cleanout of one (1) Digester and two (2) pump stations wet wells at Coneross Creek WRF Influent Pump Station.

Procurement Method of Selection

In accordance with the *OJRSA Procurement and Property Disposal Policy* in effect at the time of this solicitation, this is considered to be an Informal Quotes for Bids and Solicitations project (Section 4.5). OJRSA will select one (1) Contractor to complete the project. The contract method will be a OJRSA Standard Services Agreement (see Attachment B for contract template).

Definitions and Acronyms

The following definitions shall apply to this solicitation:

- A. Business Day: Monday through Friday, except recognized holidays as defined in the *OJRSA Employee Handbook* or when otherwise established by the OJRSA Board of Commissioners.
- B. Contract: An agreement between OJRSA and Contractor as stated within the *OJRSA Procurement and Property Disposal Policy*. It is important to note that this Request for Bid shall be a supplemental document to any
- C. Contractor: Service provider awarded the work under this contract
- D. Executive Director: Executive Director of the OJRSA
- E. Local Time: Common time observed in Seneca, South Carolina, regardless of Eastern Daylight Saving Time or Eastern Standard Time
- F. NIOSH: National Institute for Occupational Safety and Health, a United States federal agency
- G. Operations Director: Operations Director of the OJRSA
- H. OSHA: Can reference either the Occupational Safety and Health Administration departments of the United States or the State of South Carolina or other such agencies that perform safety and health related compliance and enforcement matters
- I. Owner: Oconee Joint Regional Sewer Authority (OJRSA)
- J. PDF: Portable Document Format
- K. Permit-Required Confined Space: As defined by OSHA and other organizations that govern safety-related matters. The *OJRSA Safety Manual* also provides information regarding permit-required and other confined spaces; however, federal and state laws and regulations regarding these matters shall prevail over OJRSA policies.
- L. RFB: Request for Bids
- M. Solids: May include grit, screenings, sand, sludge, algae, grease, rock, and/or other floatable and nonfloatable debris
- N. Subcontractor: As defined in *OJRSA Procurement and Property Disposal Policy*
- O. WRF: Water Reclamation Facility

Scope of Work

General Information

- A. All cleaning shall be performed in accordance with this Scope of Work and to the satisfaction of OJRSA.
- B. The work performed for this project shall be conducted in such a manner that there will be a minimum of interference with the continuous operations of the existing plant and conveyance system process to move and treat wastewater within the system as designed and normally operated by OJRSA.
- C. All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.
- D. The Contractor shall have a competent and experienced supervisor, foreman, or designated and identified leader on duty at all times when work is being performed.
- E. There shall be no Subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of OJRSA; however, if approved, they will be expected to comply with the requirements of this RFB. The Contractor awarded the project shall be held accountable for the failure of a Subcontractor to comply.
- F. The Contractor shall provide all equipment, labor, fuel, and any other materials and incidentals necessary to complete the required work as described in this solicitation and other supporting documents, including addendums (if any). The Contractor shall be responsible for all maintenance and repair of equipment and the presence and supervision of all its employees.
- G. The Contractor shall take satisfactory precautions to protect the sewer segments, easements, and other public and private property from damage that might be inflicted upon them when using necessary equipment.
- H. When cleaning begins on a tank, wet well, or other such enclosure, it must be completed in full before beginning another task.
- I. Debris and obstructions to be removed include, but are not limited to: wastewater sludge, mud, sand, gravel, rocks, bricks, grease, pieces of broken pipe, roots, rags, encrusted hardened debris, etc.
- J. Along with the cleaning of material from the identified tanks and containment areas described within this solicitation, the Contractor is to remove and clean up all spilled solids and wastewater and properly manage any stockpiled materials and equipment.
- K. Utility power will be made available to the Contractor, but they shall provide all necessary extension leads, transformers, circuit breakers, tools and lights, and all other necessary equipment required for performance of the work.
- L. All disturbed work shall be reassembled and left in working condition to the satisfaction of the Owner.
- M. The Contractor shall be responsible for all costs associated with containing and remediating spills and releases.
- N. OJRSA shall not be responsible for theft, vandalism, or other damage to equipment used or staged by the Contractor.

Structures to be Cleaned

Coneross Creek WRF Digester #2

- A. The digester to be cleaned is circular open top tank, 80-foot diameter, 20-foot sidewall height, and has a conical shaped bottom. The tank fluid contents are normally around 675,000 gallons working level and will be fully pumped and drained by the Owner prior to the cleaning project.
- B. The exact volume of solids is not known; however, it is estimated to have between 15 and 25 wet tons of material to be removed.
- C. This digester will be offline while cleaning is performed.
- D. Residuals are mostly grit mixed in with wastewater solids.

Coneross Creek WRF Influent Pump Station

- A. There are two (2) wet wells to be cleaned.
 - 1. One is an open top rectangular tank with dimensions of approximately 21-feet across by 17-feet wide by 11.5-feet deep. The exact volume of solids is not known; however, it is estimated to have between 10 and 25 wet tons of material to be removed. The bottom is flat with the possibility of a slight slope.

2. The other wet well is a closed top rectangular enclosure accessible by a manhole. The dimensions are approximately 17-feet across by 26-feet wide by 11.5-feet deep. The exact volume of solids is not known; however, it is estimated to have between 5 and 15 wet tons of material to be removed. The bottom is flat with the possibility of a slight slope.
 - B. The OJRSA will remove one wet well from service at a time to allow for cleaning.
 - C. The contents are mostly grit mixed with some wastewater solids and grease.

Material Removal

All sludge, dirt, sand, rocks, grease, roots, and other materials resulting from cleaning shall be physically removed at the source and not moved from one tank/basin to another such facility not authorized by OJRSA.

Disposal of Removed Wastes and Debris

Waste and debris removed through cleaning processes shall be collected by Contractor and disposed of at the Coneross Creek Water Recovery Facility located at 623 Return Church Road, Seneca, South Carolina at an area or areas designated by the Operations Director.

Notification Protocols

- A. The Contractor shall notify the Operations Director or his/her designee, via telephone and follow up with e-mail, five (5) Business Days prior to the date specified for the beginning of the inspection and cleaning operation.
- B. **THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OJRSA IF THERE IS ANY:**
 1. **SAFETY-RELATED INCIDENT THAT CAUSES INJURY OR DAMAGE TO PROPERTY;**
 2. **SECURITY-RELATED INCIDENT; OR**
 3. **SPILL OF WASTEWATER OR OTHER MATERIALS THAT MAY BE CONSIDERED A POLLUTANT (E.G., SOLIDS EXPOSED TO WASTEWATER, PETROLEUM PRODUCT, ETC.) AND CONTROL MEASURES TO PREVENT THE MATERIALS FROM POTENTIALLY CAUSING ENVIRONMENTAL HARM SHALL BE TAKEN IMMEDIATELY.**

Hours of Operation

All services shall be performed during the hours specified herein as follows:

- A. Work hours are to be between 7:30 a.m. and 5:30 p.m. Local Time on OJRSA Business Days. **This is to be considered one workday for this Project.**
- B. The Contractor shall suspend operations if weather conditions are such that services cannot be carried out in a safe and effective manner or if they anticipate significant damage to private property within the easement that could lead to a lengthy restoration process of the grounds.
- C. The Operations Director, or his/her designee, shall have the discretion to order the suspension of services whenever, in their own judgment, it is in the best interest of OJRSA.
- D. When equipment is not operating (e.g., nights, rain-days, weekends, etc.), then it shall be parked away from curves, home frontages and driveways. OJRSA will allow equipment to be stored at the Coneross Creek Water Reclamation Facility, if needed.
- E. OJRSA shall not be responsible for theft, vandalism, or other damage to equipment used or staged by the Contractor.

Damage to Roadway, Property, Facilities or Easements

- A. The Contractor shall carry on the operations in such a manner so as not to damage the existing facilities, ground areas, trees, shrubs, signs, posts, mailboxes, manholes, or other obstacles as applicable.
- B. Care shall be taken not to conduct cleaning during wet conditions where turf damage or ruts would occur. If damage occurs to trees, shrubs, signs, posts, mailboxes, manholes or other obstacles on the right-of-way during and by reason of the cleaning operations, the Contractor shall replace or repair same at its own cost and expense in like kind and at the direction of the Operations Director at no additional expense to OJRSA. If damaged property resulting from the Contractor's operations has to be repaired or replaced by OJRSA, the cost of such work and repair shall be deducted from the Contractor's payment with documentation provided verifying costs incurred by OJRSA.
- C. Any damage of roadway, property, facilities, or easement shall be reported to the Operations Director and/or his/her designee immediately.
- D. Any damage of utilities shall be reported to the owner of such utilities immediately.

- E. It is highly recommended the Contractor document by means of video or picture prior to performing work to verify that damage was done prior to the inspections or cleaning operation; however, this is not a requirement of this project and shall be performed at the Contractor's own cost. Failure to perform this is at the risk of the Contractor.

Safety and Security

- A. **THE SAFETY OF THE PUBLIC, OJRSA EMPLOYEES, AND ALL CONTRACTORS IS OF UTMOST IMPORTANCE!** Contractors shall comply with applicable requirements established by OSHA, SCDOT, and other entities when working along roadways, on private property, etc.
- B. **THIS PROJECT WILL REQUIRE ENTRY INTO PERMIT-REQUIRED CONFINED SPACES.** The tanks that are to be cleaned are considered confined spaces as defined by the Federal and State regulations governing confined space entry and safety procedures in such areas. The Contractor shall be responsible for compliance with NIOSH Standards, OSHA, and all applicable provisions of Local, State, and Federal codes pertaining to confined spaces in performing the cleaning work. The Contractor shall be required to sign all necessary forms confirming they have proper training to perform this and other hazardous work as defined by OSHA and OJRSA.
- C. **LOCKOUT/TAGOUT OF ENERGY SOURCES MAY BE NECESSARY.**
- D. **IDENTIFIED SAFETY ISSUES, WHETHER FOUND BY THE CONTRACTOR OR OJRSA, MUST BE ADDRESSED IMMEDIATELY.**
- E. All material and equipment must conform to the requirements of the Local Electrical Code, OSHA, and the National Electric Code. In the case of conflict between the Local Electrical Code and other code, the more stringent code requirement shall prevail.
- F. Vehicles used in the operations shall be equipped with normal hazard lights, at a minimum.
- G. Equipment shall be parked as far from roadways and areas of travel, including pedestrian walkways, as possible. No equipment shall be parked whereas it may hinder the sight path of any vehicle or on the inside or outside of a curve.
- H. Signs, lights, safety, and other traffic control items are not a pay item but are considered incidental to safe traffic control.
- I. The Contractor shall be required to provide sufficient warning signage to ensure the safety of the Contractor and the public and that it is adequate and visible. The Contractor shall ensure adequate access for OJRSA vehicles and equipment to respond to an emergency.

Deliverables

- A. All tanks, basins, and wet wells shall be cleaned to the satisfaction of the OJRSA by the date and time stated on the coversheet of this RFB.
- B. Materials are to be properly and safely disposed of in accordance with this RFB.
- C. All invoice(s) must be submitted to OJRSA no later than 10 Business Days following project completion.

Project Start and Completion Date

- A. Tasks as detailed in this RFB shall not start prior to the issue of a Notice to Proceed, which shall be issued upon award and approval to execute contract in accordance with *OJRSA Procurement and Property Disposal Policy*, which may or may not require Board of Commissioners approval.
- B. The likely project award date by the OJRSA is listed on the coversheet of this RFB and a contract between OJRSA and the Contractor will be executed within two (2) days of award. The awarded Contractor will be notified and a tentative start date will be coordinated between the OJRSA and Contractor; however, the start date is dependent on the submittal and approval of all required insurance documentation and other items as stated in Terms and Award of Contract. The project start date shall be no later than that listed on the coversheet of this RFB. The Contractor shall have input into the project start date but the final decision regarding this date belongs to the OJRSA.
- C. Once authorized to begin, the project as described in this solicitation must be completed no later than the date and time listed on the coversheet of this RFB unless expressed written authorization is granted by OJRSA

Executive Director to the Contractor due to circumstances beyond the Contractor's control (e.g., weather-related issues, malfunction of OJRSA equipment, etc.). The malfunction of equipment owned, rented, borrowed, etc. by the Contractor shall not be the cause for an extension beyond the Project Completion Date listed on the cover. See TERMS AND AWARD OF CONTRACT section of this RFB for more information.

Verification of Work

- A. For the purpose of inspection and control, the Operations Director or his/her designee, shall monitor the Contractor's progress throughout the project.
- B. The completed cleanout will be inspected by the Owner prior to payment to determine if the tanks have been adequately cleaned.

Failure to Complete Work

- A. Contractor agrees to perform all assigned services in accordance with the terms and conditions of this RFB. In performing the services required by this Agreement and any related Task Order, the Contractor shall comply with all local, state and federal laws, rules, and regulations.
- B. If the quality of work is not satisfactory and is deemed by the Operations Director that the Contractor does not have the ability to correct the quality of work, the Contractor will be informed in writing of the termination of the contract.
- C. The safety aspects of the cleaning operations must be followed to ensure the safety of the citizens, Contractor employees, and others. If the Operations Director or his/her designee feel the safety is not adequate, the inspections or cleaning operation will be halted. When it is deemed that the Contractor does not have the ability to operate safely, the contract will be terminated, and the Contractor shall be paid for services completed that is deemed acceptable.

Specifications and Qualifications

- A. Contractors submitting bids shall certify in writing that they possess or will possess all necessary paperwork, equipment, safety practices and protocols, and personnel to fulfill the terms of the Contract and be ready to proceed upon receipt of Notice to Proceed.
- B. All operators shall be trained and properly certified to operate cleaning equipment. Contractor shall also have appropriate safety training for performing tasks identified in this project, which includes permit-required confined space entry. It shall be the responsibility of the Contractor to supply all necessary training if so asked to do so.
- C. Contractor must submit three (3) references (including company/agency name, current contact name, phone number, and address) for similar work performed for other wastewater conveyance systems. The references should be no older than 2019.
- D. All employees must be legal residents of the United States.

Pre-Bid Conference

A mandatory Pre-Bid Conference and site visit will be held on the date and time as listed on the coversheet of this RFB at the Oconee Joint Regional Sewer Authority's Coneross Creek Water Reclamation Facility located at 623 Return Church Road, Seneca, South Carolina. Representatives of the Owner will be present to discuss the Project. All interested parties are required to attend the Pre-Bid Conference. The failure to attend the Pre-Bid Conference will result in rejection of a submitted bid.

Deadline for Inquires

Any questions regarding this RFB should be submitted by way of email to info@ojrsa.org no later than the date and time listed on the coversheet of this solicitation. Include "Inquiry regarding OJRSA Project #2025-04" in the email subject line when submitting a question. Responses will be provided via email to all Offerors. Any representations made over the phone or in verbal conversations are non-binding.

Offerors are expected to examine the RFB thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk.

Local Vendor Preference for Services

Not applicable per *OJRSA Procurement and Property Disposal Policy*.

Transportation

The Contractor shall furnish all vehicles and equipment necessary to perform these functions. There is to be no mileage or hourly rate surcharge imposed on the OJRSA and the cost of the vehicles and equipment is to be included in the bid.

Selection Process

The OJRSA shall open all sealed bids no earlier than the date and time listed on the coversheet of this solicitation. The contract shall be awarded to the lowest total bid submitted by the Offeror that meets the minimum criteria contained within this RFB. All final bids shall be made available to the public upon request and may be listed on a website affiliated with the OJRSA.

Terms and Award of Contract

This project will be awarded to the Contractor that submits the lowest TOTAL BID PRICE on Attachment A.

If necessary due to requirements as stated in the *OJRSA Procurement and Property Disposal Policy*, OJRSA staff will present the lowest qualified submittal to the OJRSA Board of Commissioners (or a Committee so approved by the Board) by the date listed on the coversheet, if applicable; however, it may be necessary to present at a later meeting. If possible, OJRSA will make every attempt to have the bid approved and awarded to the qualified Contractor sooner.

The OJRSA will enter into an agreement as soon as possible as allowed by applicable procurement policies and it shall begin upon the date of a completed contract/issuance of OJRSA Requisition/Purchase Order and will expire on the date and time listed on the coversheet of this RFB. By doing this, it allows the Owner flexibility to schedule the project later than the proposed start date as listed below in order to accommodate a Contractor's schedule, forecasted weather, or other obstacles that could hinder the project.

Under no circumstances shall the project extend beyond the deadlines stated in the PROJECT START AND COMPLETION DATE section of this RFP without express written consent by the OJRSA Executive Director.

No-Fault Delays and Force Majeure

Any unforeseen circumstances such as prolonged weather-related events or substantial equipment failures will require consultation with the Operations Director and Executive Director to determine if the schedule will not be met. A request to extend the completion date will be required by written notice or email to both the Operations Director and Executive Director as soon as the Contractor becomes aware the schedule will not be met due to such circumstances. Expressed written approval from the OJRSA must be issued by the Executive Director to extend the project.

South Carolina Domicile Requirement

The OJRSA shall not require a domicile obligation for this project.

Background Check

OJRSA reserves the right to conduct a background inquiry of each Contractor, which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories, and

reputation in the business community. By submitting qualifications to the OJRSA, the Contractor consents to such an inquiry and agrees to make available to the OJRSA such books and records as the OJRSA deems necessary to conduct the inquiry.

Insurance and Bonding

Contractor agrees to maintain and keep in force during the life of this project, with a company or companies authorized to do business in South Carolina, General Liability Insurance in the amount of one-million dollars (\$1,000,000). Proof of workers' compensation insurance will be as required by South Carolina state law. Certificates for such policies shall be provided by the firm's insurance agent or broker to OJRSA within ten (10) business days from the date of award. Contractor will provide OJRSA a minimum of thirty (30) calendar days advance notice in the event of the insurance policies or insurance policy is canceled. Subcontractors, if approved by OJRSA to perform work on this project, are subject to all the requirements as stated in this RFB.

Other insurance and bonding coverages necessary for this project shall be as stated in the OJRSA Standard Services Agreement (Attachment B).

Determination of Responsibility

The OJRSA may make such investigation as it deems necessary to determine the ability of a Contractor to provide full performance as outlined in the RFB. The Contractor will furnish to the OJRSA all such information and data for this purpose upon request. The OJRSA reserves the right to reject any Contractor if the evidence submitted by or investigation of such Applicant fails to satisfy the OJRSA that such Applicant is properly qualified to conduct the obligations as stated herein.

Rights Reserved by OJRSA

The OJRSA reserves the right to:

- A. Reject any and all bids for any reason; to waive any informality or irregularity not affected by law; and to evaluate, in its absolute discretion, the information within.
- B. Reduce or modify the project in scale or scope in order to meet budget requirements.

Bid Submittal Requirements

- A. Bids must be submitted using ATTACHMENT A – TANK CLEANOUT COST SHEET (Attachment A) with signature. All submittals must be complete. It is the Offeror's responsibility to check for calculation errors and completeness prior to submittal. Bids submitted that are not signed shall be considered incomplete and will not be considered by OJRSA. A signed, submitted copy of Attachment A acknowledges review of OJRSA Standard Services Agreement (Attachment B).
- B. Attachment A must be received by the date and time listed on the coversheet of this RFB. Late submittals or bids not expressly allowed by *OJRSA Procurement and Property Disposal Policy* shall not be considered.
- C. The RFB shall be submitted to:

By hand, US Mail, or other such delivery method (e.g. UPS, FedEx, etc.)

Oconee Joint Regional Sewer Authority
ATTN: Project #2025-04 RFB
623 Return Church Road
Seneca, South Carolina 29631

--OR--

Email/Electronic

IMPORTANT NOTE: ELECTRONIC SUBMISSION MUST INCLUDE COMPLETED ATTACHMENT A IN PDF FORMAT.

Include in subject line: Project #2025-04 Bid

Send to: info@ojrsa.org

-
- D. It is the Offeror's responsibility to verify the receipt of the submittal by the OJRSA.
 - E. Offerors shall include all costs to cover all requirements as stated in this RFB in their price submittal.
 - F. Detailed description of bidding Contractor's qualifications, including previous experience related to this type of project should be submitted with the bid. List three (3) recent users of your cleaning services on Attachment A of this RFB.
 - G. Proprietary/Confidential Information: The Contractors are asked for any restrictions on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable law, regulations, and policy of the OJRSA. All proprietary/confidential information must be clearly marked as "Proprietary/Confidential." In the case of a public request under the State of South Carolina's Freedom of Information Act, the OJRSA's legal counsel will provide his/her opinion as to whether submitted information that is marked "Proprietary/Confidential" is indeed exempt from applicable public records laws.

Attachment A – Tank Cleanout Cost Sheet

Submitting Company Name: _____

Address: _____ Phone: _____

Services to provide per the project:

| Unit to Clean | Number of Workdays to Complete (7:30am – 5:30pm) | Cost/Workday (\$) | Unit Subtotal (\$) |
|--|---|-------------------|--------------------|
| Coneross Creek WRF Digester #2 | | \$ | \$ |
| Coneross Creek IPS Open Top Wet Well | | \$ | \$ |
| Coneross Creek IPS Closed Top Wet Well | | \$ | \$ |

TOTAL BID PRICE: \$ _____

Company has the following equipment that is available to perform work described within RFB:

Reference #1 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: _____ Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

Reference #2 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: _____ Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

Reference #3 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: _____ Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

By my signature below, I confirm that I have read and understand all information contained in the OJRSA Project #2025-04 Tank Cleaning: Removal of Grit and Solids from Coneross Creek Water Reclamation Facility Digester and Pump Station Wet Wells RFB. I also confirm this bid represents the submittal on behalf of my employer/company and that I am authorized to sign on the company's behalf.

Signature: _____ Date: _____

Name (Print): _____ Email: _____

Title: _____

Attachment B – OJRSA Standard Services Agreement Template

See general language in agreement beginning on the following page.

OJRSA STANDARD SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is dated as of the [REDACTED] day of [REDACTED] in the year [REDACTED] by and between OCONEE JOINT REGIONAL SEWER AUTHORITY, a political subdivision located at 623 Return Church Road, Seneca, South Carolina 29678 (hereinafter "OJRSA") and [REDACTED], a <<list as appropriate: corporation, limited liability corporation, etc.>>, having a place of business at [REDACTED] (hereinafter called "SUPPLIER").

OJRSA and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - Documents Comprising Agreement

- 1.1 This Agreement which comprises the entire agreement between OJRSA and SUPPLIER, includes the following attached hereto and incorporated herein by reference:
- 1.1.1 OJRSA Request for Bids dated [REDACTED]
 - 1.1.2 Exhibit A – Definitions
 - 1.1.3 Exhibit B – Statement of Work
 - 1.1.4 Any Amendments or Change Orders to this Agreement
 - 1.1.5 [REDACTED]

This Agreement may not be modified by any proposal, bid, estimate, e-mail, text message, conversation, submittal, or other form of verbal or written communication before the date this Agreement is fully executed.

- 1.2 All materials, equipment and services that may reasonably be inferred from this Agreement as being required to produce the intended result will be supplied whether or not specifically referenced in the Agreement.

ARTICLE 2 - Goods and Services

- 2.1 SUPPLIER shall furnish the Goods and Services pursuant to the terms and conditions of this Agreement. The Goods and Services to be furnished are more particularly set forth in the Statement of Work.
- 2.2 In providing the Goods and Services, other than as specified in this Agreement, SUPPLIER agrees to provide at its own expense all labor, equipment, tools, materials and other items and resources necessary to perform this Agreement.

ARTICLE 3 – Contract Price

- 3.1 OJRSA shall pay SUPPLIER for furnishing the Goods and Services and for performing other services in accordance with this Agreement. The Contract Price and the terms of payment of the Contract Price shall be as provided in the Statement of Work. The Contract Price does not include sales, consumer, use and other similar taxes, required by law to be paid in respect of the production and delivery of the Goods and the furnishing of Services. OJRSA shall be responsible for the payment of such taxes, and SUPPLIER shall include such taxes in its invoices to OJRSA.

ARTICLE 4 – Insurance

- 4.1 The SUPPLIER, at its own expense, shall purchase and maintain in full force and effect, such insurance on an occurrence form (unless otherwise noted below) with a company or companies lawfully authorized to do business in the jurisdiction in which the project/work is located. Such policies shall protect OJRSA from claims, which may arise out of or result from the SUPPLIER'S (or anyone directly or indirectly employed by SUPPLIER) operations performed under the Agreement. SUPPLIER shall be required to provide insured endorsements, evidencing the following coverage:

Commercial General Liability (CGL):

Limits:

\$1,000,000 each occurrence
\$1,000,000 personal injury/advertising injury limit

Coverage:

Insurance coverage should be in force and maintained on a coverage form no less restrictive than the latest edition of the Commercial General Liability policy via ISO CG 00 01

Requirements:

1. Products/Completed Operations Liability shall be maintained in full force and effect for a period of three (3) years following the final completion of the work.
2. OJRSA be named as additional insured including coverage for products/completed operations (or blanket additional insured as required by written contract) via ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage to OJRSA.
3. Waiver of Subrogation with respect to General Liability
4. Certificate to reference specific project
5. Per project coverage

Worker's Compensation and Employer's Liability Coverage:

Limits:

Coverage A (Workers Compensation) – statutory
Coverage B (Employer's Liability) - \$500,000 per accident or disease (or sufficient to meet Umbrella requirements.)

Coverage:

If applicable, statutory coverage for United States Longshoreman and Harbor Workers, and the Jones Act

Requirements:

Waiver of subrogation with respect to Worker's Compensation

Comprehensive Automobile Liability:

Limits:

\$1,000,000 Combined Single Limit (CSL) for Bodily Injury and Property Damage.

Coverage:

Coverage to include owned, non-owned and hired vehicles, including the loading and unloading thereof.

Requirements:

Waiver of subrogation with respect to Auto Liability. OJRSA to be named as additional insured.
In the event the SUPPLIER does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed onto the subcontractor's personal auto policy or the CGL coverage.

Excess Liability Umbrella Coverage

The umbrella policies shall contain a minimum \$5,000,000 per occurrence and \$5,000,000 aggregate limit with coverage at least as broad as primary underlying insurance, covering all work performed by SUPPLIER under this contract. Coverage will follow form with underlying requirements for waiver of subrogation, additional insured requirements, and primary non-contributory language.

- 4.2 Prior to commencement of performance of this Agreement, the SUPPLIER shall furnish OJRSA with Certificates of Insurance for all insurance required hereunder and, for coverages where OJRSA is required to be named as an Additional Insured hereunder, SUPPLIER shall furnish copies of all Additional Insured endorsements in addition to Certificates of Insurance.

ARTICLE 5 - SUPPLIER's Responsibilities

- 5.1 In addition to such other obligations under this Agreement, SUPPLIER shall competently and efficiently supervise and direct installation of the Goods and furnishing of Services and coordinate all

operations required to deliver the Goods and furnish Services. Except as specifically provided in this Agreement with respect to Services or otherwise, SUPPLIER shall not be authorized to perform any work or services at the site.

- 5.2 **Infringement Claims.** SUPPLIER shall defend and fully indemnify and hold harmless OJRSA, its affiliates and their officers, directors, and employees (all referred to in this Section as "OJRSA") from and against any losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right or other intellectual property right, and (2) related by circumstances to the use of the Goods or the performance of the Services (an "Infringement Claim"). SUPPLIER's duty to defend and indemnify shall not apply if the Infringement Claim arises solely from SUPPLIER's adherence to OJRSA's written instructions regarding the Services or Goods required to be provided by SUPPLIER.
- 5.6 If submission of Drawings is required by the Statement of Work, SUPPLIER shall submit to OJRSA's Representative in accordance with the accepted schedule for submission of Drawings and Contract Time requirements a copy (unless otherwise specified) of all Drawings which will have been checked by SUPPLIER and have a specific notation or indication of approval of SUPPLIER. OJRSA's Representative will review and approve with reasonable promptness Drawings, but OJRSA's Representative's review and approval will be only for conformance with the design concept of the Goods and Services and for compliance with the information given in this Agreement. If OJRSA believes that any correction in the Drawings is necessary or required, OJRSA shall notify SUPPLIER within five (5) business days of receipt of the Drawings. If SUPPLIER agrees with OJRSA's correction, SUPPLIER shall make the correction required by OJRSA's Representative and shall return a copy of the corrected Drawings to OJRSA. If SUPPLIER does not agree with such requested correction, then SUPPLIER shall notify OJRSA's Representative within three (3) business days and OJRSA's Representative and SUPPLIER shall discuss in good faith whether any such correction is necessary. If any agreed upon correction results in an increase in the Contract Price, OJRSA and SUPPLIER shall execute a Change Order.
- 5.7 SUPPLIER shall, at its own expense, be solely responsible for protecting its employees, subcontractors, material suppliers and all other persons from risk of death, injury or bodily harm arising from, or in any way related to, the work of this Agreement, and ensuring full compliance with all government safety and OSHA rules and regulations. SUPPLIER shall have an ongoing safety program and conduct inspections to ensure that safe working conditions and equipment exist and safe practices are observed. SUPPLIER shall have a competent person on the jobsite at all times in charge of SUPPLIER'S safety program. Under no circumstances shall the actions of OJRSA in requiring implementation of a safety program be construed as OJRSA having control over SUPPLIER'S safety program. SUPPLIER shall be solely responsible for the content and implementation of its safety program which shall meet or exceed applicable legal standards. SUPPLIER shall immediately notify OJRSA's supervisors of any unsafe conditions or practices observed and promptly send OJRSA a written notice if the condition or practice is not immediately remedied. Further, SUPPLIER shall immediately notify OJRSA in writing of any accidents or injuries on the jobsite.

SUPPLIER shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to federal and state OSHA regulations. In addition to its obligations under the Indemnification section of this Agreement, SUPPLIER agrees to indemnify, defend, and hold harmless OJRSA from and against all claims, fines, penalties, damages, or expenses including attorney's fees, lawsuits, actions, causes of action, citations or work stoppages, or other litigation of every kind which arise out of or are due to any action or omission on the part of SUPPLIER, its agents, employees, or suppliers. OJRSA may deduct from any payment due to SUPPLIER amounts required to hold Contractor harmless against such claims, fines, and penalties.

- 5.8 SUPPLIER agrees to comply, at its own expense, with all federal, state and local laws and regulations applicable to the work covered by this Agreement and agrees to save and hold OJRSA harmless from any and all liability and damages, fines, taxes, costs and attorneys' fees incurred by OJRSA on account of SUPPLIER'S failure to comply with all laws and governmental regulations applicable to

the Work of this Agreement.

ARTICLE 6 – OJRSA’s Responsibilities

- 6.1 OJRSA shall issue all communications to SUPPLIER through OJRSA’s Representative.
- 6.2 OJRSA shall furnish any data required by SUPPLIER under this Agreement promptly and shall make payments to SUPPLIER when due in accordance with this Agreement.
- 6.3 OJRSA shall comply with all other obligations imposed on it under this Agreement.

ARTICLE 7 – DISPUTES

OJRSA and SUPPLIER agree to work together in good faith to resolve any dispute or alleged breach of this Agreement by referral of such dispute or breach in writing to OJRSA’s Representative and SUPPLIER’s Representative prior to resorting to litigation. OJRSA and SUPPLIER each agree to allow thirty (30) days after referral for the resolution of such dispute or breach.

ARTICLE 8 - Changes in the Goods or Services

- 8.1 OJRSA may, at any time or from time to time, order additions, deletions or revisions in the Goods or furnishing of Services, which changes may be authorized by Change Orders. Upon receipt of a Change Order, if SUPPLIER agrees in writing (including any necessary change to Contract Price), SUPPLIER shall sign a Change Order and shall proceed on the basis of the change involved.
- 8.2 In the event OJRSA and SUPPLIER are unable to agree upon a change to the Contract Price associated with OJRSA’s order of a change to the scope of furnished Goods or Services hereunder, OJRSA may, at its option and in the absence of an agreement between OJRSA and SUPPLIER on the terms of a Change Order, direct SUPPLIER to proceed with the added scope of work for a reasonable increase or decrease in the Contract Price. SUPPLIER shall keep and present an itemized accounting together with appropriate supporting data all costs of labor, materials, supplies, equipment, and supervision directly attributable to the change.
- 8.3 OJRSA’s Representative may authorize minor changes in the Goods or Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of this Agreement. These minor changes may be accomplished by a OJRSA’s Representative’s Change Order and will be binding on OJRSA, and also on SUPPLIER who shall perform the change promptly. If SUPPLIER believes that the minor change described in a OJRSA’s Representative’s Change Order justifies an increase in the Contract Price or Contract Time, SUPPLIER may make a claim therefor as provided in Article 9 or Article 10.

ARTICLE 9- Change of Contract Price

- 9.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to SUPPLIER for furnishing the Goods and Services. All duties, responsibilities and obligations assigned to or undertaken by SUPPLIER shall be at its expense without change in the Contract Price.
- 9.2 The Contract Price may only be changed by Change Order or Amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to OJRSA and OJRSA’s Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days after such notice is delivered to OJRSA unless OJRSA allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by OJRSA and SUPPLIER. Any change in the Contract Price resulting from any such claim shall be incorporated in an Amendment.

ARTICLE 10 - Change of Contract Time

- 10.1 The Contract Time may only be changed by Amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to OJRSA and OJRSA’s Representative within fifteen

(15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such notice is delivered to OJRSA unless OJRSA's Representative allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OJRSA's Representative if OJRSA and SUPPLIER cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in an Amendment.

- 10.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of SUPPLIER if a claim is made therefor as provided in Section 10.1. Such delays shall include, but not be limited to, delays caused by OJRSA, fires, flood, OJRSA's labor disputes, epidemics, abnormal weather conditions, laws and regulations enacted or effective after the Effective Date of this Agreement or acts of God.

ARTICLE 11 - Warranty; Tests and Inspections, Correction, Removal or Acceptance

- 11.1 SUPPLIER expressly warrants to OJRSA that all Goods will (i) conform to any and all Drawings and the Statement of Work; and (ii) otherwise be in accordance with this Agreement; and (iii) be free from defects in materials and workmanship. SUPPLIER expressly warrants to OJRSA that all Services will (i) be performed in a good and workmanlike manner; and (ii) be in accordance with this Agreement. OJRSA will give SUPPLIER prompt notice of all observed non-conformities with the foregoing warranties.
- 11.2 Consistent with this Agreement, SUPPLIER shall give OJRSA's Representative timely notice of readiness of the Goods and Services for all those inspections, tests, or approvals which this Agreement specifies are to be observed by OJRSA's Representative or another party prior to OJRSA's acceptance of delivery. OJRSA will give SUPPLIER timely notice of all tests, inspections and approvals of the Goods called for by this Agreement which are to be conducted at the site after such acceptance and prior to final payment. OJRSA's acceptance of any Goods shall occur only after the Goods have been fully inspected and satisfactorily performed in accordance with OJRSA's validation and/or testing procedures.
- 11.3 If at any time after delivery under Article 2, and before expiration of the correction period under Section 11.6, OJRSA or OJRSA's Representative determines that any Goods and/or Services are Non-Conforming, SUPPLIER shall, upon written notice from OJRSA or OJRSA's Representative, and without cost to OJRSA, either repair the Non-Conforming Goods or work in place, or remove such Goods or work in place and replace them with conforming Goods and/or Services. Repair or replacement of Non-Conforming Goods and/or Services shall be OJRSA's sole and exclusive remedy for breach of SUPPLIER's warranty of Goods and/or Services.
- 11.4 If SUPPLIER fails to take action as required by OJRSA's Representative in accordance with Section 11.3, OJRSA may, after fifteen (15) days' written notice to SUPPLIER, remedy any such non-conformance instead of requiring repair or replacement. In an emergency where delay would cause serious risk of loss or damage, OJRSA may take such action without notice to or waiting for action by SUPPLIER.
- 11.5 If at any time before expiration of the correction period under Section 11.6, OJRSA's Representative notifies SUPPLIER in writing that any of the Services are Non-Conforming, SUPPLIER shall promptly re-perform the Services at SUPPLIER's cost or otherwise remedy the Non-Conforming Services. If SUPPLIER fails to do so within the agreed amount of time, OJRSA may obtain the Services elsewhere.
- 11.6 SUPPLIER's responsibility for repairing or replacing Non-Conforming Goods or re-performing or remedying Non-Conforming Services will extend for a period of one (1) year after the earlier of the date on which OJRSA has placed the Goods in service or the date OJRSA has accepted the Goods and Services as provided in Section 11.2.

ARTICLE 12 - Suspension, Cancellation and Termination

- 12.1 OJRSA may suspend production of the Goods or any portion thereof or the furnishing of Services by notice in writing to SUPPLIER. Upon fifteen (15) days' written notice from OJRSA, SUPPLIER shall resume performance. SUPPLIER will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if SUPPLIER makes

- an approved claim therefore as provided in Articles 9 and/or 10.
- 12.2 OJRSA may terminate this Agreement through written notice to SUPPLIER, upon the occurrence of one or more of the following events:
- 12.2.1 if SUPPLIER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect, or if SUPPLIER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
 - 12.2.2 if a petition is filed against SUPPLIER under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against SUPPLIER under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
 - 12.2.3 if SUPPLIER makes a general assignment for the benefit of creditors;
 - 12.2.4 if a trustee, receiver, custodian or agent of SUPPLIER is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of SUPPLIER is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of SUPPLIER's creditors;
 - 12.2.5 if SUPPLIER becomes unable to pay its debts generally as they become due; or
 - 12.2.6 a material breach by SUPPLIER of any material provision of this Agreement and SUPPLIER does not commence cure within seventy-two (72) hours after written notice to correct the breach from OJRSA to SUPPLIER.
- 12.3 If, through no act or fault of SUPPLIER, production of the Goods or furnishing of Services is suspended for a period of more than ninety (90) days by OJRSA or under an order of court or other public authority, or OJRSA fails to meet the agreed upon payment terms, then SUPPLIER may, upon ten (10) days' written notice to OJRSA and OJRSA's Representative, terminate this Agreement and pursue all remedies available to SUPPLIER for OJRSA's breach.

ARTICLE 13 - Indemnification

In addition to other indemnity obligations under this Agreement and to the fullest extent permitted under applicable law, SUPPLIER shall defend, indemnify and hold OJRSA, its shareholders, officers, directors, employees, agents, successors, and assigns (collectively "Indemnitees") harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees, expenses, judgments or damages, incurred as a result of any personal, property, or bodily injury, damage, or loss, along with third party claims or actions arising from or in connection with: (i) SUPPLIER's provision of the Goods or performance of the Services; (ii) any negligent acts or omissions or willful misconduct in connection with the provision of the Goods or Services; (iii) any breach of warranties under this Agreement; (iv) any claim of any lien, security interest or other encumbrance made by a third party as to the Goods; and (v) any violation of federal or state law, regulation, statute or ordinance. The indemnity obligations created by this Article 13 shall be proportionate to SUPPLIER's percentage of fault, as determined by a court of competent jurisdiction. SUPPLIER's indemnity obligations hereunder shall remain even in the event of concurrent negligence by OJRSA, but only to the extent of SUPPLIER's own negligence. In no event shall SUPPLIER be required to defend or indemnify OJRSA in the event of its sole negligence.

ARTICLE 14 - Choice of Laws and Forum

- 14.1 Governing Law: To the extent permitted by applicable law, the internal substantive laws of the State of South Carolina shall govern and apply to this Agreement such that all issues concerning this Agreement (including without limitation validity, enforceability, construction, interpretation, performance, breach and remedies) shall be decided under the laws of the State of South Carolina.
- 14.2 Exclusive Forum and Consent to Personal Jurisdiction: The parties agree that the state and federal courts located in South Carolina shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Agreement, and OJRSA and SUPPLIER each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waives any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.

ARTICLE 15 – Miscellaneous

- 15.1 Whenever any provision of this Agreement requires the giving of written notice it shall be deemed to have been validly given if delivered to the other party's respective Representative in person, or if sent by registered or certified mail, postage prepaid, to the last business address of the other party known to the giver of the notice.
- 15.2 When any period of time is referred to in this Agreement 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 will be omitted from the computation.
- 15.3 Except for OJRSA's exclusive remedies under Sections 11.3 and 11.5, the duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, and all of the rights and remedies available to OJRSA and SUPPLIER thereunder, will be in addition to, and shall not 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 law or contract, and the provisions of this Section shall be as effective as if repeated specifically in this Agreement in connection with each particular duty, obligation, right and remedy to which they apply.
- 15.4 SUPPLIER may not assign this Agreement, in whole or in part, without the prior written consent of OJRSA. OJRSA may assign this Agreement, in whole or in part, to any of its affiliates or as part of a sale of substantially all of its assets without the prior consent of SUPPLIER. Any attempted assignment of this Agreement not in compliance with this Section shall be of no force or effect.
- 15.5 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS OR SERVICES OR THE TERMINATION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE OR ANY STATUTORY CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO AMOUNTS PAYABLE BY SUPPLIER ARISING FROM ITS INDEMNITY OBLIGATION UNDER ARTICLE 13.

Address for giving notice:

Name: [Redacted]
Title: [Redacted]
Address: [Redacted]

623 Return Church Road
Seneca, South Carolina 29678

Address for giving notice:

Name: [Redacted]
Title: [Redacted]
Address: [Redacted]

Address
City, State, Zip

IN WITNESS WHEREOF, the undersigned OJRSA and SUPPLIER, intending to be legally bound, have duly executed this Agreement as of the date first above written.

OJRSA:
**OCONEE JOINT REGIONAL SEWER
AUTHORITY**

SUPPLIER:
ENTER: Supplier Name

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date:

SAMPLE

EXHIBIT A Definitions

Wherever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Amendment - Formal written record signed by OJRSA and SUPPLIER of any change or modification in this Agreement.

Change Order - A written order to SUPPLIER signed by OJRSA and SUPPLIER authorizing an addition, deletion or revision in the Goods or Services, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of this Agreement.

Contract Price - The monies payable by OJRSA to SUPPLIER pursuant to this Agreement.

Contract Time - The total number of days or the dates stated in this Agreement for furnishing the Goods and completing the Services.

Delivery Date - Delivery date shall mean the date for Goods delivery mutually agreed by the parties. If no express date is provided the Delivery Date shall be a date prior to the end of the Contract Time.

Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for SUPPLIER to illustrate some portion of the Goods or Services.

Effective date of this Agreement - The date first above written.

Goods - All tangible personal property, materials, equipment, or goods required to be furnished under this Agreement.

OJRSA – Oconee Joint Regional Sewer Authority, a political subdivision primarily located in Seneca, South Carolina.

Non-Conforming – Goods or Services that do not conform to the warranties of Supplier set forth in Section 13.1 of this Agreement.

Point Of Delivery - The place designated in this Agreement, where the Goods are to be delivered.

Services - Services include all services and work to be furnished by SUPPLIER pursuant to this Agreement, including without limitation, those construction, design, engineering, installation, validation, testing or other services specified in the Statement of Work.

Statement of Work – Exhibit B to this Agreement that sets forth the Goods and Services to be provided by SUPPLIER under this Agreement for a specific opportunity. There will be a separate Statement of Work for every opportunity.

Specifications - Those portions of the Statement of Work consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Goods and Services, and administrative details applicable thereto as set forth in this Agreement.

SUPPLIER – Provider of Goods and Services as part of this Agreement.

Term – The Term of this Agreement will begin on the date of this Agreement and will continue until the earlier of (i) the final completion of services or (ii) termination as provided in Article 14.

VENUE OWNER – Owner of the venue or facility where work is to be conducted by the SUPPLIER.