

# OCONEE JOINT REGIONAL SEWER AUTHORITY REQUEST FOR BIDS

PROJECT #2025-05

GENERAL WATER RECLAMATION FACILITY INSTALLATION PROJECTS

Flow Equalization Tank Flow Controls

RAS Pump and Electromagnetic Flow Meter (“Mag Meter”)

WAS Pump and Electromagnetic Flow Meter (“Mag Meter”)

Utility Water Pump

November 4, 2024



**BID SUBMITTAL DUE DATE/TIME: December 11, 2024 at 2:00 PM Local Time**

## Important Dates and Times

Pre-Bid Conference and Site Visit <b><u>MANDATORY</u></b>	November 13, 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 26, 2024 at 4:00 pm Local Time
Submittal Deadline	December 11, 2024 at 2:00 pm Local Time
Award of Project	January 9, 2025 (anticipated that it will need Board approval)
Project Start Date	To be determined by OJRSA in conjunction with Contractor
Project Completion Date	No later than May 30, 2025 at 4:30 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 a multiple task project 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 installing:

1. New flow control valve and mag meter at the discharge of the flow equalization tank (“Day Tank”);
2. New return activated sludge (“RAS”) pump, electromagnetic flow meter (“mag meter”), shutoff, and check valves;
3. New waste activated sludge (“WAS”) pump, mag meter, shutoff, and check valves; and
4. New plant utility water pump, four (4) valves, and a check valve.

OJRSA will select one (1) Contractor to complete the project. The contract method will be a standard services contract as provided by Contractor

### 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 a project that requires Competitive Sealed Bidding (Section 4.6). OJRSA will select one (1) Contractor to complete the project based on the lowest qualified bid. The contract method will be an OJRSA Standard Services Agreement (see Attachment B for contract template).

### Definitions and Acronyms

The following definitions shall apply to this solicitation:

- A. a.m.: *Ante Meridiem*, Latin for “before noon”
- B. Agreement or 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 other Agreement or Contract.
- C. ARV: Air Release Valve
- D. 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.
- E. Contractor: Service provider awarded the work under this contract
- F. Day Tank: Flow equalization tank used to temporarily store peak wastewater flows
- G. DIP: Ductile Iron Pipe
- H. e.g.: *Exempli Gratia*, Latin for “for example”
- I. etc.: *Et Cetera*, Latin for “and other things” (generally)
- J. Executive Director: Executive Director of the OJRSA
- K. ft: Feet (unit of length or distance)
- L. hp: Horsepower (unit of power)
- M. in.: Inch (unit of length or distance)
- N. Local Time: Common time observed in Seneca, South Carolina, regardless of Eastern Daylight Saving Time or Eastern Standard Time
- O. Mag Meter: Electromagnetic flow meter
- P. NIOSH: National Institute for Occupational Safety and Health, a United States federal agency
- Q. Operations Director: Operations Director of the OJRSA

- R. 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
- S. Owner: Oconee Joint Regional Sewer Authority (OJRSA)
- T. 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.
- U. p.m.: *Post Meridiem*, Latin for “after noon”
- V. psi: Pounds per Square Inch (unit of Pressure)
- W. RAS: Return Activated Sludge
- X. RFB: Request for Bids
- Y. RTU: Remote Terminal Unit
- Z. Subcontractor: As defined in *OJRSA Procurement and Property Disposal Policy*
- AA. TDH: Total Dynamic Head (unit of pressure)
- BB. WAS: Waste Activated Sludge
- CC. WRF: Water Reclamation Facility

## Specifications and Qualifications

- A. OJRSA is requesting a quotation for the equipment installation described in these specifications.
- B. The Contractor shall furnish all the necessary labor, materials, and equipment, to install each piece of equipment for each task. The Contractor shall coordinate all phases of the work with the Owner.
- C. 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.
- D. 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 upon request.
- E. Contractor must submit three (3) references (including company/agency name, current contact name, phone number, and address) for similar work performed for other comparable facilities. The references should be no older than 2019.
- F. All employees must be legal residents of the United States.

## Scope of Work

### General Information

- A. All work 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 property from damage that might be inflicted when using necessary equipment.
- H. The Contractor is to remove and clean up all spilled solids and wastewater and properly manage any stockpiled materials and equipment.
- I. 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.
- J. All disturbed work shall be reassembled and left in working condition to the satisfaction of the Owner.
- K. The Contractor shall be responsible for all costs associated with containing and remediating spills and releases.
- L. OJRSA shall not be responsible for theft, vandalism, or other damage to equipment used or staged by the Contractor.

#### General Materials and Construction Standards and Details

Unless explicitly stated within this RFB or an addendum thereof, materials and construction/maintenance methods as described in the current *OJRSA Development Policy* shall apply. See [www.ojrsa.org/resouces](http://www.ojrsa.org/resouces) for this policy and supplemental information (e.g., appendices).

#### Day Tank

- A. Dismantle piping in Day Tank Effluent meter vault and removal of existing sixteen inch (16 in.) plug valve and twelve inch (12 in.) mag meter.
- B. Supply a new sixteen inch (16 in.) plug valve with an Auma SQR14.2 modulating electrical motor operator or comparable operator.
  - 1. Actuator should be rated for modulating duty that can be set at variable open states across the range.
  - 2. Actuator should be locally adjusted on the EMO interface panel above the vault and remotely from Mission Communications.
- C. Supply a new twelve inch (12 in.) Siemens SITRANS FM MAG 5100 W magnetic flow meter or comparable unit. Include local transmitter in a NEMA 4X enclosure mounted on top of the vault.
- D. Installation of power and control wire back to the headworks. Control to tie into the headworks Missions Communications RTU. Electrical hook up of new EMO & mag meter. (OJRSA to excavate trench)
- E. Provided a new twelve inch (12 in.) DIP flanged spool piece to make up for new meter lay length.
- F. Reusing existing piping and dismantling joint in vault. Includes new gaskets and hardware for existing piping removed to accommodate installation.
- G. Manufacturer representative startup services for actuator and mag meter.

#### Return Activated Sludge

- A. Dismantle current equipment and insulation.
- B. Secure and install Gorman Rump T-10 pump with internal heater, pressure gauges (in psi), and ARV.
- C. Install three (3) ten inch (10 in.) rising stem valves and a Val-matic Swing Flex check valve.
- D. Install eight inch (8 in.) mag meter. (**Owner has the meter**)
- E. Install insulation as original.
- F. Manufacturer representative to perform/oversee startup services for pump.

#### Waste Activated Sludge

- A. Dismantle current equipment and insulation.
- B. Secure and install Gorman Rump V-3 pump with internal heater, pressure gauges (in psi), and ARV.
- C. Install two (2) three inch (3 in.) rising stem valves and a Val-matic Swing Flex check valve.
- D. Install three inch (3 in.) mag meter with new three inch (3 in.) DIP. (**Owner has the meter**)
- E. Install one (1) rising stem valve after flow meter (four inch (4 in.) reduce to three inch (3 in.)).
- F. Install insulation as original.
- G. Manufacturer representative to perform/oversee startup services for pump.

### Utility Water Pump

- A. Dismantle current equipment.
- B. Secure and install four inch (4 in.) in-line centrifugal pump—two hundred gallons per minute (200 gpm) at two hundred thirty-one feet total dynamic head (231 ft TDH) with a twenty-five horsepower (25 hp) drive.
- C. Install one (1) Val-matic Swing Flex check valve with four (4) valves. (Contractor to determine valve type)
- D. Manufacturer representative to perform/oversee startup services for pump.

### **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](mailto:info@ojrsa.org) no later than the date and time listed on the coversheet of this solicitation. Inquiries must include "Inquiry regarding OJRSA Project #2025-05" 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.

### **Deliverables**

- A. The completed installation will be inspected by the Owner prior to payment to determine if the equipment is working properly as designed.
- B. Remove and clean up all debris, construction waste, spillage, and any stockpile materials.
- C. All invoice(s) must be submitted to OJRSA no later than ten (10) Business Days following project completion.

### **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.
- 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 property 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.

### **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 and other entities as applicable.
- 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 *OJRSA Development Policy*, Local Electrical Code, OSHA, and the National Electric Code. In the case of conflict between the Local Electrical Code and other code/policy, the more stringent code requirement shall prevail.
- F. Vehicles and equipment used in the operations shall be equipped with normal hazard lights and backup alarms, at a minimum.
- G. Signs, lights, safety, and other traffic control items are not a pay item but are considered incidental to safe traffic control.
- H. The Contractor shall be required to provide sufficient warning signage and/or barriers to ensure the safety of the Contractor, OJRSA staff, 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.
- I. The safety aspects of the project 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 project will be halted.

### **Project Start Details**

- 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.

### **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 work.
- 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.**

### **Storage and Use of Equipment**

- A. When equipment is not operating, then it shall be parked off roadways, paths, and away from curves. OJRSA will allow equipment to be stored at the Coneross Creek Water Reclamation Facility, if needed.
- B. 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. 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.

### **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. Pumps and Day Tank control valve installations are to be verified by the manufacturer's representative during startup.
- C. Other completed tasks as identified herein shall inspected by the Owner prior to final payment to confirm the work has been properly performed. If inspection performed solely by OJRSA staff, then OJRSA will withhold final payment until all identified deficiencies have been addressed to the Owner's satisfaction.
- D. The OJRSA reserves the right to have an independent inspector (e.g., engineer) perform an assessment to determine that materials, installation, and best practices comply with services requested in this RFB. OJRSA will withhold final payment until all deficiencies identified by the independent inspector have been addressed to the Owner's satisfaction.

### **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 project 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 project 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.

### **Project Completion Details**

- A. 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, delays in procurement, 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.
- B. It shall be the Contractor's responsibility to request a final inspection be performed by the Owner. All electrical, mechanical, equipment, insulation, and materials must be fully installed and functional at the time of the request.
- C. Upon satisfactory inspection by the Owner and/or its agent(s), then the Contractor shall request a Letter of Substantial Completion ("Letter") from the Owner. The Owner shall issue this Letter no more than one (1) Business Day from the Contractor's request and upon confirmation that the units are properly installed and operational as stated in Paragraph B within this section.
- D. "Punchlist" items, such as seeding/strawing, housekeeping/cleanup, etc. may be denoted in the Letter but shall not delay its issuance. Items addressed in the Letter's punchlist must be addressed within ten (10) Business Days of the date the Letter was issued.

## Warranty

Unless equipment is covered for a longer period than one (1) year by the manufacturer (e.g., pumps), then all workmanship, equipment, and materials shall be warranted by the Contractor for one (1) year from the date of the Letter of Substantial Completion as issued by the Owner.

## Local Vendor Preference for Services

The *OJRSA Procurement and Property Disposal Policy* (“Policy”) allows for qualified Local Vendors to receive a credit toward their bid. See the Policy at [www.ojrso.org/info](http://www.ojrso.org/info) for more information.

The Policy defines as follows: Local Vendor shall mean a vendor that maintains an office with full-time staff employed by the vendor within the legally defined boundaries of OJRSA, the County of Anderson, the County of Pickens, the County of Greenville, the County of Abbeville, the County of Laurens, the County of Spartanburg, or the State of South Carolina.

- A. Eligible offices located within the limits of the OJRSA Service Area will be entitled to a bid price reduction of four percent (4%), not to exceed a maximum of reduction of five thousand dollars (\$5,000).
- B. Eligible office located in the County of Anderson, the County of Pickens, the County of Greenville, the County of Abbeville, the County of Laurens, or the County of Spartanburg will be entitled to a bid price reduction by three percent (3%), not to exceed a maximum reduction of four thousand dollars (\$4,000).
- C. Eligible office located in the State of South Carolina that does not qualify for one (1) of the higher percentage preferences will be entitled to a bid price reduction of one percent (1%), not to exceed a maximum reduction of two thousand five hundred dollars (\$2,500).

For a Contractor to receive a credit, they must submit a fully completed “Local Vendor Preference Registry and Certification” form with their completed bid. See [www.ojrso.org/opportunities](http://www.ojrso.org/opportunities) for a downloadable form.

## Transportation

The Contractor shall furnish all vehicles and equipment necessary to perform the tasks listed in this RFB. 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

- A. The OJRSA shall open all sealed bids no earlier than the date and time listed on the coversheet of this solicitation. This project will be awarded to the Offeror that meets the minimum criteria contained within this RFB and submits the lowest TOTAL BID PRICE on Attachment A.
- B. For those who submit a “Local Vendor Preference Registry and Certification” form, the OJRSA will confirm that the Offeror is qualified to receive the credit. Once qualification is confirmed, the credit will be calculated and applied to the bid.
- C. 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

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 OJRSA Standard Services Agreement (or issuance of OJRSA Requisition/Purchase Order, if appropriate) 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 D section of this RFB 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 – WRF PROJECT #2025-05 COST SHEET (Attachment A) with signature and failing to do so will be considered a non-responsible or incomplete bid.
- B. 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).
- C. Bid must be in a sealed envelope or box with "Bid for OJRSA Project #2025-05" clearly stated on packaging.
- D. 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.
- E. The **sealed bid** shall be submitted in accordance with this solicitation 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
- F. It is the Offeror's responsibility to verify the receipt of the submittal by the OJRSA.
- G. Offerors shall include all costs to cover all requirements as stated in this RFB in their price submittal.
- H. 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.
- I. 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 – WRF Project #2025-05 Cost Sheet

Submitting Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Services to provide per the project:

Day Tank Control Valve	Cost
Modulating Valve	\$
Flow Meter	\$
Piping & Fittings	\$
Miscellaneous Costs (e.g., Flange kits)	\$
Labor	\$
<b>SUBTOTAL</b>	<b>\$</b>

Return Activated Sludge	Cost
T-10 RAS Pump with Air Relief & Check Valve	\$
Three Rising Stem Valves	\$
Piping & Fittings (OJRSA Mag Meter to be reduced down to 8")	\$
Miscellaneous Costs (e.g., Flange kits)	\$
Insulation	\$
Labor	\$
<b>SUBTOTAL</b>	<b>\$</b>

Waste Activated Sludge	Cost
V-3 WAS Pump with Air Relief & Check Valve	\$
Three Rising Stem Valves (Two 3" & One 4"-to-3")	\$
Piping & Fittings (OJRSA Mag Meter)	\$
Miscellaneous Costs (e.g., Flange kits)	\$
Insulation	\$
Labor	\$
<b>SUBTOTAL</b>	<b>\$</b>

Utility Water Pump	Cost
Utility Water Pump	\$
Four Valves	\$
Check Valve	\$
Piping & Fittings	\$
Miscellaneous Costs (e.g., Flange kits)	\$
Labor	\$
<b>SUBTOTAL</b>	<b>\$</b>

<b>TOTAL FOR PROJECT</b>	<b>\$</b>
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*See next page*

**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 #2025-05 General Water Reclamation Facilities Installation Projects 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 waive 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:   
Title:   
Address:

623 Return Church Road  
Seneca, South Carolina 29678

Address for giving notice:

Name:   
Title:   
Address:

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.