



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

June 28, 2018

To: Commissioners Schad and Carney
From: Karen A. Prendergast, Comptroller
Subject: Neptune Technologies Contract

Attached is a request from Neptune Technology Group, Inc. (Neptune) to extend our existing procurement agreement which expires on July 31, 2018 for one year to July 31, 2019.

In June of 2015, a request for sealed bids or proposals was published in Dodge reports and Business First to furnish water meters and registers from August 1, 2015 through July 31, 2018. Neptune was the only bidder. On September 10, 2015, the Authority entered into a procurement agreement with Neptune Technology Group, Inc. at an estimated cost of \$6,012,760.

The agreement includes two optional, mutually agreed upon extensions of one-year at the same terms and conditions as the original agreement. A copy of the original agreement and Neptune's bid are included for your review.

The meter shop budget for 2018 assumes approximately 7,150 meters and 3,260 registers will be installed or replaced under our meter change program at an equipment cost of \$1,632,600. Based on similar assumptions for the 2019 budget, I am recommending the Authority extend the procurement agreement with Neptune for a one-year period at an estimated cost of \$1,700,000.

If you wish to consider an extension, a resolution, along with the contract extension form would be included in the June 28, 2018 meeting.



June 15, 2018

Karen Prendergast
Erie County Water Authority
295 Main Street Room 350
Buffalo, NY 14203

Re: Contract 1403-15

Neptune Technology Group Inc. requests a renewal of contract 1403-15 with Erie County Water Authority. As the current contract is due to expire on 7/31/18, the term of the new contract extension would be from 8/1/18 to 7/31/19. All pricing, terms and conditions would remain the same.

Thank you for your continued interest in Neptune products. If you have any questions, please contact your local sales representative, Dave Johnson, at 585-315-3287, or our Bid Department at 334-283-6555.

Sincerely,

A handwritten signature in black ink that reads "Lawrence M. Russo".

Lawrence M. Russo
VP, Finance

LMR/jsk

ERIE COUNTY WATER AUTHORITY CONTRACT EXTENSION FORM

PROJECT NO.:	201500025	CONTRACT NO.:	15-13-09
JOB NUMBER:		EC NO.:	
OWIP NO.:		ENTERED BY/DATE	
TITLE:	Furnishing and Delivering of Water Meters from August 1, 2015 through July 31, 2018.		

CONTRACTOR: Neptune Technology Group

EXTENSION TERMS ACCORDING TO CONTRACT:

Section 00500; page 00500P—2 paragraph 3.02 A
 The duration of the contract is from August 1, 2015 to July 31, 2018. If the Erie County Water Authority and CONTRACTOR mutually agree to continue this Contract after the 31st day of July, 2018 and July 2019 it shall Be extended for the term of one (1) year on the same terms and conditions provided herein.
 Neptune Technology Group has requested a one year extension. All pricing, terms and conditions remain the

NEW CONTRACT TERM:

August 1, 2018 — July 31, 2019

COMPENSATION:

The value of a one-year extension is \$1,700,000

>>>> APPROVED BY: <<<<<

Contractor: Neptune Technology Group Inc.	ERIE COUNTY WATER AUTHORITY
Signature:	
Title:	Date:
Original Contract \$ 6,012,760.00	PREPARER
1 st one-year extension 1,700,000.00	Date:
New Contract Amount \$ 7,712,760.00	DEPARTMENT HEAD
	<i>Karen A. Pruden</i> Date: 7/2/18
	EXECUTIVE ENGINEER
	<i>Russell J. Stiles</i> Date: 7/2/18
	CHAIRMAN
	Date:

Set No:

Procurement Manual

10/22/15
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**Furnishing and Delivering
Water Meters
From August 1, 2015
To July 31, 2018**

Project No. 201500025

June 2015

Erie County Water Authority

295 Main Street, Room 350

Buffalo, New York

14203

files

Contract #	15-13-09
Budget Item #	
E. C. #	
Others - Bond Issue #	
O.W.I.P. #	
Expense #	



**ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK**

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 201 TO July 31, 2018**

ECWA PROJECT NO: 201500025

JUNE 2015

**ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, N.Y. 14203**

ERIE COUNTY WATER AUTHORITY
295 MAIN STREET, ROOM 350
BUFFALO, NEW YORK 14203

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the FURNISHING AND DELIVERING WATER METERS FROM AUGUST 1, 2015 TO JULY 31, 2018.

Bids will be received by the Erie County Water Authority until 11:15 a.m. prevailing time, on Tuesday, July 14, 2015 at the Cashier's Office of the Authority, 295 Main Street, Room 350, Buffalo, New York 14203, and then at that time and place will be publicly opened and read.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie County Water Authority shall be directed to the "CASHIER'S OFFICE" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-FURNISHING AND DELIVERING WATER METERS FROM AUGUST 1, 2015 TO JULY 31, 2018". Failure to follow the above instructions could result in rejection of the bid.

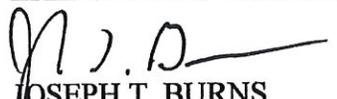
Beginning at 9:00 a.m., on Wednesday, June 24, 2015, the Procurement Instruction to Bidders, Procurement Bid Form and Supplements, Procurement Agreement, Specifications, and Security Bonds may be examined at the above address and may be obtained by writing the Cashier's Office at the above address or calling (716) 849-8484, between the hours of 9:00 a.m. and 5:00 p.m.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is John J. Kuryak, Distribution Engineer, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8219.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be for the best interest of the Water Authority even though the bid chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

ERIE COUNTY WATER AUTHORITY


JOSEPH T. BURNS
Secretary to the Authority

**ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK**

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

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ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

SECTION 00200P

PROCUREMENT INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Procurement Instructions to Bidders will have the meanings indicated in the Procurement General Conditions and Procurement Supplementary Conditions. Additional terms used in these Procurement Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.02 Additional terms used in these Procurement Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- A. Bidder: The individual or entity who submits a Bid directly to OWNER.
 - B. Issuing Office: The office from which the Procurement Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. Successful Bidder: The Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. Also known as CONTRACTOR.
 - D. ENGINEER: As defined in the Procurement Agreement, Section 00500P, under Article 2.

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to Notice to Bidders for information on receipt of Bids.

ARTICLE 3 - LOCATION AND SCOPE OF WORK

- 3.01 Materials to be furnished under this Contract, hereinafter referred to as "Goods", are to be used and shall be suitable for use in a potable water system and are to be used in the Erie County Water Authority service area.

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

- 4.01 Refer to Notice to Bidders for information on examination and procurement of Procurement Bidding Documents.
- 4.02 The Issuing Office is the Cashier Office of the Erie County Water Authority, 350 Ellicott Square Building, 295 Main Street, Buffalo, New York 14203.
- 4.03 Complete sets of Procurement Bidding Documents must be used in preparing Bids; neither OWNER, nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Bidding Documents.

- 4.04 OWNER and ENGINEER in making copies of Procurement Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant permission for any other use.

ARTICLE 5 - QUALIFICATIONS OF BIDDERS

- 5.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly furnish the Goods within the time allowed. Bids received from Bidders who have previously failed to furnish the Goods within the time required, or who have previously furnished similar Goods in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that Bidder has the necessary ability, plant and equipment to furnish the Goods at the time prescribed and thereafter to prosecute and complete furnishing the Goods at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of furnishing the Goods.
- 5.02 Bidders shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement.
- 5.03 To demonstrate qualifications to furnish the Goods, each Bidder must be prepared to submit within five days of OWNER'S request, written information such as financial data and previous experience.

ARTICLE 6 - EXAMINATION OF PROCUREMENT BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

6.01 Subsurface and Physical Conditions

- A. The Procurement Supplementary Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site which have been utilized by ENGINEER in preparation of the Procurement Bidding Documents.
 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site that have been utilized by ENGINEER in preparation of the Procurement Bidding Documents.
- B. Copies of the reports and drawings referenced in the Procurement Supplementary Conditions will be made available by ENGINEER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the Procurement General Conditions has been identified and established in paragraph

SC-4.02 of the Procurement Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

6.02 Underground Facilities - Physical Conditions

- A. Information and data shown or indicated in the Procurement Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

6.03 Hazardous Environmental Condition

- A. OWNER has no actual knowledge of a hazardous environmental condition at the Site.

6.04 Provisions concerning responsibilities for the adequacy of data, if any, furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Procurement Bidding Documents due to differing or unforeseen conditions appear in paragraphs 4.02, 4.03 and 4.04 of the Procurement General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Bidding Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of Work appear in paragraph 4.06 of the Procurement General Conditions.

6.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies.

6.06 On request, OWNER will conduct a Site visit during OWNER's normal business hours.

6.07 Reference is made to the Procurement Supplementary Conditions for identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, and if available, OWNER will provide to Bidder, for examination, access to or copies of the contract documents for such other work.

6.08 It is the responsibility of Bidder, before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress and performance of furnishing the Goods;

- C. Become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of furnishing the Goods;
 - D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.02 of the Procurement General Conditions, and to carefully study all reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.06 of the Procurement General Conditions;
 - E. Obtain and carefully study (or assume responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress of furnishing the Goods or which relate to any aspect of the means, methods, techniques, sequences and procedures to be employed by Bidder, including any specific means, methods, techniques, sequences and procedures expressly required by the Procurement Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the furnishing the Goods at the price bid and within the times and in accordance with the other terms and conditions of the Procurement Bidding Documents;
 - G. Become aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to furnishing the Goods as indicated in the Procurement Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Procurement Bidding Documents, and all additional examinations, investigations, explorations, test, studies and data with the Procurement Bidding Documents;
 - I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. Determine that the Procurement Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of furnishing the Goods.
- 6.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Procurement Bidding Documents and

applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Procurement Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Procurement Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Procurement Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

ARTICLE 7 - PRE-BID CONFERENCE

- 7.01 A pre-bid conference will be held if so indicated in the Notice to Bidders, and will be as follows. Representatives of the OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate at the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions raised at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 8 - SITE AND OTHER AREAS

- 8.01 The Site is identified in the Procurement Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 9 - INTERPRETATIONS AND ADDENDA

- 9.01 All questions about the meaning or intent of the Procurement Bidding Documents shall be submitted to ENGINEER in writing. In order to receive consideration, questions must be received by ENGINEER at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by ENGINEER in response to such questions will be issued by Addenda, mailed either by Registered or Certified mail, with return receipt requested, to all parties recorded by ENGINEER as having received the Procurement Bidding Documents, for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any bidder from any obligation under his bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder as part of the Procurement Bid Documents. Only questions answered by Addenda will be binding. The OWNER will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the OWNER before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans,

specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.

- 9.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by OWNER or ENGINEER. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 9.01.

ARTICLE 10 - BID SECURITY

- 10.01 A Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent of Bidder's maximum Bid price and in the form of certified check or Bid Bond.
- 10.02 Bid Bond shall be on the form bound in the Procurement Manual. Bid Bond shall be issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the Procurement General Conditions. The Bid Bond must contain original signatures in ink. Pencil, stamped, thermal faxed, Xeroxed, or any other copies of the signature shall be grounds for voiding the Bid.
- 10.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited to the OWNER as liquidated damages for such failure.
- 10.04 The Bid security of the three lowest bidders may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-first day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned. The Bid security of Bidders whom OWNER believes do not have a reasonable chance of receiving an award will be returned within seven days of the Bid opening.

ARTICLE 11 - CONTRACT TIMES

- 11.01 The number of days within which furnishing the Goods is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement.

ARTICLE 12 - LIQUIDATED AND SPECIAL DAMAGES

- 12.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement.

ARTICLE 13 - SUBSTITUTE AND "OR EQUAL" ITEMS

- 13.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the Procurement General Conditions which may be supplemented in the General Requirements.
- 13.02 Refer to Section 01630P of the General Requirements for the period of time after the Effective Date of the Agreement during which the ENGINEER will accept applications for substitute or "or-equal" items of material or equipment.

ARTICLE 14 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 14.01 If the Procurement Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, other individuals or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, OWNER may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.
- 14.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the Procurement General Conditions.
- 14.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 15 - PREPARATION OF BID

- 15.01 A Bid must be made on the Bid form bound in the Procurement Manual. The Bid form shall not be separated from the Procurement Manual nor shall it be altered in any way.
- 15.02 All blanks in the Bid Form shall be completed by printing in black ink or by typewriter. A Bid price shall be indicated in both words and numbers for each Bid item listed therein or the words "No Bid", or "Not Applicable" entered. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used.
- 15.03 A Bid shall be executed as stated below.
- A. A Bid by an individual shall show the Bidder's name and official address.
 - B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
 - C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown below the signature.
 - D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation and the official corporate address shall be shown below the signature.
 - E. A Bid by a limited liability company shall be executed in the name of the firm and signed by a member accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
 - F. All names shall be typed or printed in black ink below the signature.
 - G. Evidence of authority to conduct business as an out-of-state corporation in the state where furnishing the Goods is to be performed shall be provided, if applicable.
- 15.04 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid form.
- 15.05 The address and telephone number for communications regarding the Bid shall be shown.

15.06 In addition to the Bid Form, the following listed documents, which are bound in the Procurement Manual in Section 00430P - Procurement Bid Form Supplements shall be submitted with the Bid. Each document shall be executed in the manner described in paragraph 15.03 unless another manner is indicated.

- A. Bid Security Form.
- B. Section 2875 of the Public Authorities Law.
- C. Section 2876 of the Public Authorities Law.
- D. Section 2878 of the Public Authorities Law, Non-collusive Bidding Certification.
- E. Section 139 of State Finance Law.
- F. Bidder's Qualification Statement, including Attachments A, B, C, and D.
- G. All Addenda.

ARTICLE 16 - BASIS OF BIDS; COMPARISON OF BIDS

16.01 Lump Sum and Unit Price

- A. Bidder shall submit its Bid on the basis of each lump sum item and unit price item as set forth in the Procurement Bid Form. For each unit price item on the bid form, Bidder shall enter the unit price bid, and shall enter the computation of the respective quantity times the Bidder's unit price for that item. Bidder shall compute and enter in the space provided on the Procurement Bid Form, the total of all lump sum items and the total of the products of quantity and unit price Bid for each unit price item.
- B. For determination of the apparent low Bidder, Bids will be evaluated on the basis of the total of all lump sum items and the total of the products of the estimated quantity of each item and unit price Bid for that item.
- C. The quantities for the unit price items are unpredictable and the ENGINEER has inserted certain quantities in the proposal to be used solely for the purpose of comparison of bids.

16.02 Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 17 - SUBMITTAL OF BID

- 17.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Notice to Bidders. The entire Project Manual must be submitted with all proper forms completed and signed as required.
- 17.02 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) the name and address of the Bidder and its license or registration number, if applicable. Bid shall be accompanied by Bid security and other required documents.
- 17.03 All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie county Water Authority shall follow the procedure as defined in Section 00100P, Notice To Bidders.

ARTICLE 18 - MODIFICATION OR WITHDRAWAL OF BID

18.01 Withdrawal Prior to Bid Opening:

- A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

18.02 Modification Prior to Bid Opening:

- A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in paragraph 18.01.A and submit a new Bid.

18.03 No Bids may be withdrawn after the time set for the Bid Opening.

ARTICLE 19 - OPENING OF BIDS

- 19.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.
- 19.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.
- 19.03 Bid results are available on the Erie County Water Authority website, www.ecwa.org (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

ARTICLE 20 - DISQUALIFICATION OF BIDDERS

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

ARTICLE 21 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 21.01 All Bids shall remain subject to acceptance for forty five days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.
- 21.02 In the event that the OWNER requires more than 45 calendar days after the actual date of the Bid Opening to award the contract, Bidders shall, when requested, provide to ENGINEER a written extension of time for OWNER to award the contract. Bidders shall also provide, to ENGINEER, written Consent of Surety for extension of the bid bond.
- 21.03 In the event that the OWNER requires more than 45 calendar days after the actual date of the Bid Opening to award the contract, and the lowest qualified bidder does not grant an extension of time for the OWNER to award the contract, the OWNER reserves the right to award to the second lowest qualified bidder.

ARTICLE 22 - AWARD OF CONTRACT

- 22.01 OWNER reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive or conditional Bids. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the Bid Form, bids containing escalation clauses or irregularities of any kind. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive any informality not involving price, time or changes in furnishing the Goods, if it is deemed to be in the best interest of the OWNER. The Bidder will not be allowed to take advantage of any error or omission.
- 22.02 OWNER reserves the right to reject any Bid not accompanied by specified documentation and Bid security. In the event that OWNER requires more than 45 calendar days after the actual Bid opening date to award the contract, Bidders shall provide to ENGINEER written Consent of Surety of the Bid Bond.
- 22.03 OWNER reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 22.04 In evaluating Bidders, OWNER will consider their qualifications whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit

prices, and other data as may be requested in the Procurement Bid Form or prior to the Notice of Award.

- 22.05 OWNER may consider the qualifications and experience of Subcontractors, Suppliers and other individuals or entities proposed for those portions of furnishing the Goods for which the identity of Subcontractors, Suppliers and other individuals or entities must be submitted as provided in the Procurement Supplementary Conditions.
- 22.06 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to furnish the Goods in accordance with the Contract Documents. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.
- 22.07 OWNER reserves the right to accept any Bid deemed to be in its best interests even though the Bid chosen may result in the award of the Contract to a Bidder whose Bid is not, on a mathematical basis alone, the low Bid.
- 22.08 The OWNER may elect not to award a contract at this time due to budgetary or other considerations. OWNER reserves the right to reject any or all proposals and to re-bid the contract if the OWNER deems it in the public interest to do so.
- 22.09 Contracts shall be awarded only pursuant to resolution.
- 22.10 OWNER reserves the right to reject any bids from Bidders who are in arrears to, or in litigation with, the Erie County Water Authority or the County of Erie upon any debt or contract, or in default as surety or otherwise upon any obligation of the Erie County Water Authority or the County of Erie.

ARTICLE 23 - CONTRACT SECURITIES

- 23.01 Performance Bond shall be in the form of Engineers Joint Contract Documents Committee (EJCDC) "Construction Performance Bond", 1910-28-A. The amounts of and other requirements for Performance Bond are stated in paragraph 5.01 of the Procurement General Conditions. The requirements for delivery of Bonds are stated in paragraph 2.01 of the Procurement General Conditions. Additional requirements may be stated in the Procurement Supplementary Conditions.
- 23.02 Successful Bidder shall within five days from the date of the Notice of Award deliver to OWNER, for OWNER's review and approval, the Performance Bond CONTRACTOR proposes to furnish at the time of the execution of the Agreement.

ARTICLE 24 – CONTRACTOR’S INSURANCE

24.01 The requirements for CONTRACTOR’S insurance and the delivery of the insurance certificate are stated in Article 5 of the General Conditions and in the Supplementary Conditions.

ARTICLE 25 - SIGNING OF AGREEMENT

25.01 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within five days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER.

ARTICLE 26 - NOTICE TO PROCEED

26.01 Issuance of the Notice to Proceed shall be as stated in Article 2 of the Procurement General Conditions.

ARTICLE 27 - PARTNERING (NOT USED)

ARTICLE 28 - SALES AND USE TAXES

28.01 Refer to Procurement Supplementary Conditions paragraph SC-6.10 for information on OWNER’S exemption from sales and use taxes on materials and equipment to be incorporated into the Work. Do not include said taxes in Bid.

ARTICLE 29 - ADDITIONAL REQUIREMENTS

29.01 Refer to Procurement Supplementary Conditions Paragraph SC-18.03 for information on OWNER’S Women and Minority Business Enterprise requirements.

29.02 (NOT USED)

29.03 Refer to Procurement Supplementary Conditions Paragraph SC-18.07 for information on OWNER’S Purchases by Other Local Governments requirements.

END OF SECTION

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025

(This Procurement Bid Form shall not be detached from the Procurement Manual. The entire Procurement Manual shall be returned with the executed Bid.)

SECTION 00410P

PROCUREMENT BID FORMS

BID FOR:

Erie County Water Authority
Furnishing and Delivering Water Meters
August 1, 2015 to July 31, 2018
Project No. 201500025

BID TO:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

BID FROM: Neptune Technology Group Inc., A Corporation

(Print or Type Name of Bidder)

(/A Corporation/A Partnership/A Limited Liability Company/An
Individual/A Joint Venture/[Bidder to strike out inapplicable terms.]

Gentlemen:

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Procurement Bidding Documents to perform all Work as specified or indicated in the Procurement Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Procurement Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Notice to Bidders and Procurement Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain open subject to acceptance for the time period set forth in the Procurement Instruction to Bidders. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Procurement Bidding Documents.

**ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018**

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Procurement Bidding Documents, the other related data identified in the Procurement Bidding Documents, if any, and the following Addenda receipt of all of which is hereby acknowledged.**

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance for furnishing the Goods.**
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance for furnishing the Goods.**
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.02 of the Procurement General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.06 of the Procurement General Conditions.**
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect cost, progress or performance for furnishing the Goods or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Procurement Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.**
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of furnishing the Goods at the price(s) and within the times and in accordance with the other terms and conditions of the Procurement Bidding Documents.**

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to furnishing the Goods as indicated in the Procurement Bidding Documents.**
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Procurement Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Procurement Bidding Documents.**
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.**
- J. The Procurement Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of furnishing the Goods for which this Bid is submitted.**
- K. The quantities for the unit price items are unpredictable and the ENGINEER has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.**
- 4.01 Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.**
- 5.01 In accordance with the above understanding and agreements, Bidder will furnish the Goods for the prices indicated on the following pages.**

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 1 - For furnishing and delivering displacement type water meters of the following sizes:		
Item 1A1 - For 5/8 x 3/4-inch, solid state absolute encoder inside set integrated RF register, the unit price of:		
<u>one hundred forty-seven</u> Dollars		
and <u>fifty</u> Cents		
(\$ 147.50) Per Each	27,000 Each	\$ <u>3,982,500.00</u>
Item 1A2 - For 5/8 x 3/4-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>one hundred fifty-eight</u> Dollars		
and <u>no</u> Cents		
(\$ 158.00) Per Each	4,000 Each	\$ <u>632,000.00</u>
Item 1B1 - For 3/4-inch, solid state absolute encoder inside set integrated RF register, the unit price of:		
<u>one hundred eighty-one</u> Dollars		
and <u>fifty</u> Cents		
(\$ 181.50) Per Each	750 Each	\$ <u>136,125.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 1B2 - For 3/4-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>one hundred ninety-two</u> Dollars and <u>no</u> Cents (\$ 192.00) Per Each</p>	300 Each	\$ <u>57,600.00</u>
<p>Item 1C1 - For 1-inch, solid state absolute encoder inside set integrated RF register, the unit price of:</p> <p><u>two hundred twenty</u> Dollars and <u>no</u> Cents (\$ 220.00) Per Each</p>	1200 Each	\$ <u>264,000.00</u>
<p>Item 1C2 - For 1-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>two hundred thirty-one</u> Dollars and <u>no</u> Cents (\$ 231.00) Per Each</p>	750 Each	\$ <u>173,250.00</u>
<p>Item 1D1 - For 1 1/2-inch, solid state absolute encoder inside set integrated RF register, the unit price of:</p> <p><u>three hundred thirty-seven</u> Dollars and <u>no</u> Cents (\$ 337.00) Per Each</p>	150 Each	\$ <u>50,550.00</u>

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 FURNISHING AND DELIVERING WATER METERS
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 1D2 - For 1½-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>three hundred forty-eight</u> Dollars and <u>no</u> Cents</p> <p>(\$ 348.00) Per Each</p>	150 Each	\$ <u>52,200.00</u>
<p>Item 1E1 – For 2-inch, solid state absolute encoder inside set integrated RF register, the unit price of:</p> <p><u>four hundred forty-two</u> Dollars and <u>no</u> Cents</p> <p>(\$ 442.00) Per Each</p>	150 Each	\$ <u>66,300.00</u>
<p>Item 1E2 - For 2-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>four hundred fifty-three</u> Dollars and <u>no</u> Cents</p> <p>(\$ 453.00) Per Each</p>	150 Each	\$ <u>67,950.00</u>

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 FURNISHING AND DELIVERING WATER METERS
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 2 - For furnishing and delivering turbine type water meters of the following sizes:		
Item 2A - For 2-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>five hundred ten</u> Dollars		
and <u>no</u> Cents		
(\$ 510.00) Per Each	15 Each	\$ <u>7,650.00</u>
Item 2B - For 3-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>seven hundred eighty</u> Dollars		
and <u>no</u> Cents		
(\$ 780.00) Per Each	1 Each	\$ <u>780.00</u>
Item 2C - For 4-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>one thousand thirty</u> Dollars		
and <u>no</u> Cents		
(\$ 1,030.00) Per Each	1 Each	\$ <u>1,030.00</u>

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 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 2D - For 6-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>one thousand nine hundred ten</u> Dollars and <u>no</u> Cents</p> <p>(\$ 1,910.00) Per Each</p>	1 Each	\$ <u>1,910.00</u>
<p>Item 2E - For 8-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>two thousand eight hundred twenty</u> Dollars and <u>no</u> Cents</p> <p>(\$ 2,820.00) Per Each</p>	1 Each	\$ <u>2,820.00</u>
<p>Item 3 - For furnishing and delivering compound type water meters of the following sizes:</p> <p>Item 3A - For 3-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>one thousand six hundred eighty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 1,685.00) Per Each</p>	4 Each	\$ <u>6,740.00</u>

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 FURNISHING AND DELIVERING WATER METERS
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 3B - For 4-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>two thousand two hundred ten</u> Dollars		
and <u>no</u> Cents		
(\$ 2,210.00) Per Each	4 Each	\$ <u>8,840.00</u>
Item 3C - For 6-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>three thousand six hundred sixty</u> Dollars		
and <u>no</u> Cents		
(\$ 3,660.00) Per Each	4 Each	\$ <u>14,640.00</u>
Item 3D - For 6-inch x 8-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>five thousand nine hundred</u> Dollars		
<u>ninety</u>		
and <u>no</u> Cents		
(\$ 5,990.00) Per Each	0 Each	\$ <u> --</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 4 - For furnishing and delivering fire service turbine type water meters of the following sizes:		
Item 4A - For 3-inch solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>two thousand nine hundred</u> Dollars <u>thirty</u> and <u>no</u> Cents (\$ 2,930.00) Per Each	1 Each	\$ <u>2,930.00</u>
Item 4B - For 4-inch solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>three thousand two hundred</u> Dollars <u>eighty-five</u> and <u>no</u> Cents (\$ 3,285.00) Per Each	1 Each	\$ <u>3,285.00</u>
Item 4C - For 6-inch solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>five thousand two hundred forty</u> Dollars and <u>no</u> Cents (\$ 5,240.00) Per Each	1 Each	\$ <u>5,240.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 4D - For 8-inch solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>seven thousand eight hundred</u> Dollars <u>sixty-five</u> and <u>no</u> Cents</p> <p>(\$ 7,865.00) Per Each</p>	1 Each	\$ <u>7,865.00</u>
<p>Item 4E - For 10-inch solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>ten thousand six hundred</u> Dollars <u>sixty-five</u> and <u>no</u> Cents</p> <p>(\$ 10,665.00) Per Each</p>	1 Each	\$ <u>10,665.00</u>
<p>Item 5 - For furnishing and delivering fire service compound type water meters of the following sizes:</p> <p>Item 5A - For 4-inch (stainless steel) solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>five thousand three hundred</u> Dollars <u>twenty</u> and <u>no</u> Cents</p> <p>(\$ 5,320.00) Per Each</p>	1 Each	\$ <u>5,320.00</u>

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 FURNISHING AND DELIVERING WATER METERS
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 5B - For 6-inch (stainless steel) solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>eight thousand five hundred</u> Dollars <u>seventy</u> and <u>no</u> Cents</p> <p>(\$ 8,570.00) Per Each</p>	1 Each	\$ <u>8,570.00</u>
<p>Item 5C - For 8-inch (stainless steel) solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>ten thousand nine hundred</u> Dollars <u>thirty-five</u> and <u>no</u> Cents</p> <p>(\$ 10,935.00) Per Each</p>	1 Each	\$ <u>10,935.00</u>
<p>Item 5D - For 10-inch (stainless steel) solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>twelve thousand nine hundred</u> Dollars <u>ninety</u> and <u>no</u> Cents</p> <p>(\$ 12,990.00) Per Each</p>	1 Each	\$ <u>12,990.00</u>

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 FURNISHING AND DELIVERING WATER METERS
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 6 - For furnishing and delivering strainers of the following sizes:		
Item 6A - For 2-inch, the unit price of:		
<u>three hundred twenty</u> Dollars		
and <u>no</u> Cents		
(\$ 320.00) Per Each	15 Each	\$ <u>4,800.00</u>
Item 6B - For 3-inch, the unit price of:		
<u>five hundred fifty</u> Dollars		
and <u>no</u> Cents		
(\$ 550.00) Per Each	15 Each	\$ <u>8,250.00</u>
Item 6C - For 4-inch, the unit price of:		
<u>seven hundred thirty</u> Dollars		
and <u>no</u> Cents		
(\$ 730.00) Per Each	35 Each	\$ <u>25,550.00</u>
Item 6D - For 6-inch, the unit price of:		
<u>one thousand four hundred</u> Dollars		
<u>fifteen</u>		
and <u>no</u> Cents		
(\$ 1,415.00) Per Each	25 Each	\$ <u>35,375.00</u>

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 6E - For 8-inch, the unit price of:</p> <p><u>two thousand three hundred</u> Dollars <u>seventy five</u> and <u>no</u> Cents</p> <p>(\$ 2,375.00) Per Each</p>	2 Each	\$ <u>4,750.00</u>
<p>Item 7 - For furnishing and delivering solid state absolute integrated RF registers of the following sizes and types:</p> <p>Item 7A1 - For 5/8-inch solid state absolute integrated RF inside set register, the unit price of:</p> <p><u>one hundred twenty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 125.00) Per Each</p>	500 Each	\$ <u>62,500.00</u>
<p>Item 7A2 - For 5/8-inch solid state absolute integrated RF pit set register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	350 Each	\$ <u>47,600.00</u>
<p>Item 7B1 - For 3/4-inch solid state absolute integrated RF inside set register, the unit price of:</p> <p><u>one hundred twenty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 125.00) Per Each</p>	50 Each	\$ <u>6,250.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 7B2 - For ¾-inch solid state absolute integrated RF pit set register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	100 Each	\$ <u>13,600.00</u>
<p>Item 7C1 - For 1-inch solid state absolute integrated RF inside set register, the unit price of:</p> <p><u>one hundred twenty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 125.00) Per Each</p>	50 Each	\$ <u>6,250.00</u>
<p>Item 7C2 - For 1-inch solid state absolute integrated RF pit set register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	100 Each	\$ <u>13,600.00</u>
<p>Item 7D1 - For 1.5-inch solid state absolute integrated RF inside set register, the unit price of:</p> <p><u>one hundred twenty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 125.00) Per Each</p>	50 Each	\$ <u>6,250.00</u>

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Description	Estimated Quantities	Computed Totals
Item 7D2 - For 1.5-inch solid state absolute integrated RF pit set register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	150 Each	\$ <u>20,400.00</u>
Item 7E1 - For 2-inch solid state absolute integrated RF inside set register, the unit price of:		
<u>one hundred twenty-five</u> Dollars		
and <u>no</u> Cents		
(\$ 125.00) Per Each	50 Each	\$ <u>6,250.00</u>
Item 7E2 - For 2-inch solid state absolute integrated RF pit set register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	150 Each	\$ <u>20,400.00</u>
Item 7E3 - For 2-inch solid state absolute integrated RF HP turbine register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	40 Each	\$ <u>5,440.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 7F1 - For 3-inch solid state absolute integrated RF HP turbine register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	20 Each	\$ <u>2,720.00</u>
<p>Item 7F2 - For 3-inch solid state absolute integrated RF T/T register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	75 Each	\$ <u>10,200.00</u>
<p>Item 7G1 - For 4-inch solid state absolute integrated RF HP turbine register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	20 Each	\$ <u>2,720.00</u>
<p>Item 7G2 - For 4-inch solid state absolute integrated RF T/T register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	100 Each	\$ <u>13,600.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 7G3 - For 4-inch solid state absolute integrated RF HPP III register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	75 Each	\$ <u>10,200.00</u>
Item 7H1 - For 6-inch solid state absolute integrated RF HP turbine register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	50 Each	\$ <u>6,800.00</u>
Item 7H2 - For 6-inch solid state absolute integrated RF T/T register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	75 Each	\$ <u>10,200.00</u>
Item 7H3 - For 6-inch solid state absolute integrated RF HPP III register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	100 Each	\$ <u>13,600.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 7J1 - For 8-inch solid state absolute integrated RF HP turbine register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	10 Each	\$ <u>1,360.00</u>
<p>Item 7J2 - For 8-inch solid state absolute integrated RF HPP III register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	75 Each	\$ <u>10,200.00</u>
<p>Item 7K1 - For 10-inch solid state absolute integrated RF HP turbine register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	5 Each	\$ <u>680.00</u>
<p>Item 7K2 - For 10-inch solid state absolute integrated RF HPP III register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	5 Each	\$ <u>680.00</u>

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 8 - For furnishing and delivering radio frequency meter reading equipment:		
Item 8A - For waterproof radio frequency meter interface unit for pit or vault type meter applications; must be compatible with Neptune ProRead, E-Coder and ARB V meter registers, the unit price of:		
<u>ninety-three</u> Dollars		
and <u>no</u> Cents		
(\$ 93.00) Per Each	225 Each	\$ <u>20,925.00</u>
Item 8B - For water resistant radio frequency meter interface unit for wall or basement type applications on a residential dwelling, the unit price of:		
<u>seventy-five</u> Dollars		
and <u>no</u> Cents		
(\$ 75.00) Per Each	225 Each	\$ <u>16,875.00</u>
Item 9 - For furnishing and delivering Neptune Advantage II RF Probe, p/n 12517-000 to be used with Trimble Nomad LE, the unit price of:		
<u>eight hundred fifty</u> Dollars		
and <u>no</u> Cents		
(\$ 850.00) Per Each	4 Each	\$ <u>3,400.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 10 - For furnishing and delivering Neptune pit RF antennas of the following sizes:		
Item 10A - For Neptune RF pit antenna with 6-foot cable, part number 12527-200, the unit price of:		
<u>fifteen</u> Dollars		
and <u>no</u> Cents		
(\$ 15.00) Per Each	250 Each	\$ <u>3,750.00</u>
Item 10B - For Neptune RF pit antenna with 20-foot cable, part number 12527-300, the unit price of:		
<u>twenty</u> Dollars		
and <u>no</u> Cents		
(\$ 20.00) Per Each	100 Each	\$ <u>2,000.00</u>
Item 10C - For Neptune RF pit snub antenna, part number 12691-100, the unit price of:		
<u>nine</u> Dollars		
and <u>no</u> Cents		
(\$ 9.00) Per Each	100 Each	\$ <u>900.00</u>

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

Unit prices have been computed in accordance with paragraph 11.03.B of the Procurement General Conditions.

Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and final payment will be based on actual quantities of Unit Price Work performed as provided in the Contract Documents.

6.01 Bidder agrees that furnishing the Goods will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07.B of the Procurement General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete furnishing the Goods within the times specified above.

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

A. Required Bid security in the amount of _____ Dollars
(\$ _____).

B. Section 2875 of the Public Authorities Law.

C. Section 2876 of the Public Authorities Law.

D. Section 2878 of the Public Authorities Law, Non-Collusive Bidding Certification.

E. Section 139 of State Finance Law, Lobbying.

F. Required Bidder Qualification Statement with supporting data.

G. All Addenda

8.01 The terms used in this Bid will have the meanings indicated in the Procurement Instructions to Bidders and the Procurement General Conditions and Procurement Supplementary Conditions.

Respectfully submitted on _____, 20__.

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

If Bidder is:

An Individual

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

A Partnership

By _____
(Firm Name)

(General Partner's Signature)

(Printed or Typed Name of General Partner)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

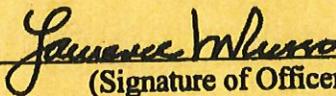
Phone No.: _____ FAX No. _____

ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018

A Corporation

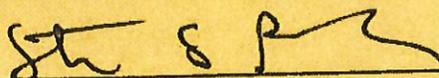
By Neptune Technology Group Inc.
(Corporation Name)

Delaware
(State of Incorporation)

By 
(Signature of Officer Authorized to Sign)

Lawrence M. Russo, VP, Finance
(Printed or Typed Name and Title of Officer Authorized to Sign)
(Attach evidence of authority to sign.)

(CORPORATE
SEAL)

Attest 
Asst. (Secretary) Steven S. Beasley

License or Registration Number: Fed ID # 13-4192672

Business Address: 1600 Alabama Hwy 229
Tallassee, AL 36078

Phone No.: 334-283-6555 FAX No. 334-283-7380

**ACTION BY WRITTEN CONSENT IN LIEU OF 2012 ANNUAL MEETING
OF THE BOARD OF DIRECTORS OF
NEPTUNE TECHNOLOGY GROUP, INC.**

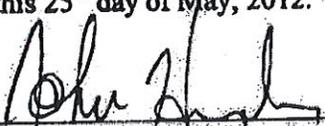
The undersigned, as of the date hereof, being all the duly qualified, elected and acting directors of Neptune Technology Group, Inc., a Delaware Corporation (the "Company"), hereby adopts the following resolution as the actions of the Board of Directors of the Company.

Appointment of Officers

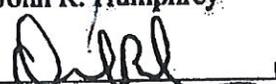
RESOLVED, that the following individuals be, and hereby are, appointed to serve as officers of the Company in the capacities designated below until such time as their successors shall be duly qualified and appointed pursuant to the bylaws of the Company.

Charles C. DiLaura	-	President
Lawrence M. Russo	-	Vice President, Finance and Assistant Secretary
Phillip W. Pitchford	-	Vice President, Operations
Donald F. Deemer	-	Vice President, Sales
Kent O. Murray	-	Vice President, Marketing
Timothy D. Bianchi	-	Vice President, Engineering
Steven S. Beasley	-	Assistant Secretary
Jack Buhsmer	-	Vice President
Paul J. Soni	-	Vice President and Assistant Secretary
David B. Liner	-	Vice President and Secretary

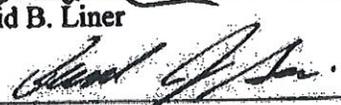
IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent as of this 25th day of May, 2012.



John R. Humphrey



David B. Liner



Paul J. Soni

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

Limited Liability Company

By _____
(Firm Name)

(State of Formation)

By _____
(Signature of Member/Authorized to Sign)

(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ FAX No. _____

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

A Joint Venture

Joint Venture Name: _____

By _____
(Signature)

(Printed or Typed Name) (Title)

(Address)

By _____
(Signature)

(Printed or Typed Name) (Title)

(Address)

Phone and FAX number and address for receipt of communications to joint venture:

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

END OF SECTION

**ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK**

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

SECTION 00430P

PROCUREMENT BID FORM SUPPLEMENTS

Bid Security Form

Section 2875 of the Public Authorities Law

Section 2876 of the Public Authorities Law

Section 2878 of the Public Authorities Law

Section 139 of State Finance Law

BID SECURITY FORM

BIDDER (Name and Address):

Neptune Technology Group Inc.

1600 Alabama Highway 229

Tallassee, AL 36078

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

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER:

Erie County Water Authority

295 Main Street, Room 350

Buffalo, New York 14203

BID

BID DUE DATE: July 14, 2015

PROJECT:

Furnishing and Delivering Water Meters

From August 1, 2015 to July 31, 2018

Project No: 201500025

BOND

BOND NUMBER: N/A

DATE: (Not later than Bid due date): July 14, 2015

PENAL SUM: Five (5%) Percent of Attached Bid

5%

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Neptune Technology Group Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Lawrence M. Russo

Signature and Title
Lawrence M. Russo, VP, Finance

Attest:

Steven S. Beasley

Signature and Title
Steven S. Beasley, Asst. Sec.

SURETY

Travelers Casualty and Surety Company of America

(Seal)

Surety's Name and Corporate Seal

By:

Annette Wisong

Signature and Title
Annette Wisong
Attorney-In-Fact
(Attach Power of Attorney)

Attest:

Chaun M. Wilson

Chaun M. Wilson

1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

- A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- B. All Bids are rejected by OWNER, or
- C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF BID BOND



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226686

Certificate No. 005502029

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Scott Davis, Tina Kennedy, Dawn T. Kirkland, Steven L. Swords, Carol Philyaw, Cheryl Boozer, Annette Wisong, Joseph W. Hamilton, III, Joseph R. Williams, Cindy A. Thibodaux, Tracy Wallace, Julia Taylor, Michelle Kelley, and Matt Maloy

of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 23rd day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK
INSURANCE LAW**

It is hereby certified that

**Travelers Casualty and Surety Company of America
of Hartford, Connecticut**

a corporation organized under the laws of the State of Connecticut, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,114,657,475. (Capital \$8,480,000.) as is shown by its sworn financial statement for the year ended December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 27th
day of April, 2015.

Benjamin M. Lawskey
Superintendent

By *Jacqueline Catalfamo*
Jacqueline Catalfamo
Special Deputy Superintendent

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 127,107,283	UNEARNED PREMIUMS	\$ 855,340,712
BONDS	3,411,436,937	LOSSES	680,168,443
STOCKS	328,931,070	LOSS ADJUSTMENT EXPENSES	358,911,923
INVESTMENT INCOME DUE AND ACCRUED	48,277,103	COMMISSIONS	34,142,040
OTHER INVESTED ASSETS	4,010,416	TAXES, LICENSES AND FEES	11,534,698
PREMIUM BALANCES	208,982,904	OTHER EXPENSES	40,097,498
NET DEFERRED TAX ASSET	62,639,844	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,680
REINSURANCE RECOVERABLE	17,397,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,082,882
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,234,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,886
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	8,057,199	RETROACTIVE REINSURANCE RESERVE ASSUMED	863,430
OTHER ASSETS	3,078,665	POLICYHOLDER DIVIDENDS	7,376,699
		PROVISION FOR REINSURANCE	3,416,505
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,690,768
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,684,142
		ESCHEAT LIABILITY	1,136,040
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,157
		TOTAL LIABILITIES	\$ 2,110,679,199
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,674,373,718
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,134,657,498
TOTAL ASSETS	\$ 4,225,233,665	TOTAL LIABILITIES & SURPLUS	\$ 4,225,233,665

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 18TH DAY OF MARCH, 2015



State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Travelers Casualty and Surety Company of America

Home Office Address Hartford, Connecticut

Organized under the Laws of Connecticut

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous-property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, residual value, service contract reimbursement, legal services and gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 28, 29 and 26(A)(B)(C)(D) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended), and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2016.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 1st day of July, 2015



**Anthony J. Albanese
Acting Superintendent**

By *Jacqueline Catalfamo*

**Jacqueline Catalfamo
Special Deputy Superintendent**

Original on Watermarked Paper

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§ 2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political sub-division thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Neptune Technology Group Inc.

(Name of Individual, Partnership or Corporation)

By Lawrence Russo
(Person authorized to sign) Lawrence M. Russo,
VP, Finance

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§ 2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

SECTION 2878 OF THE PUBLIC AUTHORITIES LAW

§ 2878. STATEMENT OF NON-COLLUSION IN BIDS OR PROPOSALS TO PUBLIC AUTHORITY.

(1) Every bid or proposal hereafter made to a public authority or to any official of any public authority created by the state or any political subdivision, where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that to the best of his knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items to be procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid and execute this statement of non-collusion; that each of the statements contained in (1), (2) and (3) of paragraph (a) are true; that he is familiar with the statements and restrictions contained in paragraph (b) and the paragraph regarding the publication of price lists, etc. and such statements and restrictions are true and have been complied with by the bidder.

Neptune Technology Group Inc.
(Name of Individual, Partnership or Corporation)

By Lawrence M. Russo
(Person authorized to sign) Lawrence M. Russo
VP, Finance

(SEAL)

FORMS A, B, and C

SECTION 139 OF STATE FINANCE LAW

Pursuant to State Finance Law §§139-j and 139-k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers, through final award and approval of the Procurement Contract by the Governmental Entity. The designated contact is identified in the Notice to Bidders. Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

Form A - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law.

Form B - Offerer's Certification of Compliance with State Finance Law.

Form C - Offerer's Disclosure of Prior Non-Responsibility Determinations.

Contract Termination Provision.

FORM A

Offerer's Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: Lawrence M. Russo Date: July 10, 2015

Name: Lawrence M. Russo

Title: VP, Finance

Manufacturer Contractor Name: Neptune Technology Group Inc.

Manufacturer Contractor Address: 1600 Alabama Hwy 229

Tallassee, AL 36078

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

A Governmental Entity must obtain the required Certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the Certification and provide it to the procuring Governmental Entity. It is required that the Certification be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: Lawrence M. Russo Date: July 10, 2015

Name: Lawrence M. Russo

Title: VP, Finance

Manufacturer
Contractor Name: Neptune Technology Group Inc.

Manufacturer
Contractor Address: 1600 Alabama Hwy 229

Tallassee, AL 36078

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Neptune Technology Group Inc.

Address: 1600 Alabama Hwy 229

Tallasse, AL 36078

Name and Title of Person Submitting this Form: Lawrence M. Russo, VP, Finance

Contract Procurement Number: 201500025

Date: July 10, 2015

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
 No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): (No) Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: Lawrence M. Russo
Signature

Date: July 10, 2015

Name: Lawrence M. Russo

Title: VP, Finance

Contract Termination Provision

Instructions:

A Contract Termination Provision will be included in each Procurement Contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Governmental Entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §139-k(1).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Governmental Entity is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

END OF PROCUREMENT BID FORM SUPPLEMENTS

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

SECTION 00450

BIDDER'S QUALIFICATION STATEMENT

(Completion of this statement is required in advance of
consideration for award of Contract.)

SUBMITTED TO:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

SUBMITTED FOR:

Erie County Water Authority
Furnishing and Delivering Water Meters
From August 1, 2015 to July 31, 2018
ECWA Project No. 201500025

SUBMITTED BY:

Name of Organization: Neptune Technology Group Inc.
(Print or Type Name of Bidder)

Name of Individual: Lawrence M. Russo

Title: VP, Finance

Business Address: 1600 Alabama Hwy 229
Tallassee, AL 36078

Telephone No.: 334-283-6555

Fax No.: 334-283-7380

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

October 9, 2001 Delaware

B. List of Executive Officers:

Name	Title
<u>Charles C. DiLaura</u>	<u>President</u>
<u>Lawrence M. Russo</u>	<u>VP, Finance</u>
<u>Donald F. Deemer</u>	<u>VP, Sales</u>
<u>Steven S. Beasley</u>	<u>Asst. Secretary</u>

If Partnership:

A. Date and State of Organization:

B. Names of Current General Partners:

C. Type of Partnership

General Publicly Traded

Limited Other (described): _____

If Joint Venture:

A. Date and State of Organization:

B. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *):

If Sole Proprietorship:

A. Date and State of Organization:

B. Name and Address of Owner or Owners:

- 2.0 How many years has your organization been in business as a general contractor? _____
- 3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.
- 4.0 We normally perform _____ percent of the work with our own forces. List work normally subcontracted.
- 5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

- 6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.
- 9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.
- 10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.
- 10.1 On Schedule D, attached, list OSHA Information requested.
- 11.0 List the states and categories of construction in which your organization is legally qualified to do business.
- 12.0 Provide the following for your surety:
- 12.1 Surety Company: Travelers Casualty and Surety Company through
Wells Fargo Insurance Services USA, Inc.
- 12.2 Agent: Wells Fargo Insurance Services USA, Inc.
- A. Address: 3475 Piedmont Road, Atlanta, GA 30305
- B. Telephone No.: 404-923-3539

12.3 What is your approximate total bonding capacity?

- \$500,000 to \$2,000,000
- \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,000
- \$10,000,000 or more

13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: Wells Fargo Bank, N.A.

13.2 Address: 420 Montgomery St, San Francisco, CA 94104

13.3 Account Manager: Marian Rodgers

13.4 Telephone No.: 800-590-7868

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference:

* Please see attachment.

15.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth. Parent - Roper Technologies
Financial information available at www.ropertech.com

15.1 Date of financial statement: 2014

15.2 Name of firm preparing statement: Price Waterhouse Coopers

16.0 Dated at Tallassee, Alabama, this 10th day of
July, 2015

Bidder: Neptune Technology Group Inc.
(Print or Type Name of Bidder)

By: *Lawrence M. Russo*

Lawrence M. Russo

Title: VP, Finance

Attachments A, B, C and D

(Seal, if corporation)

May 9, 2012



NEPTUNE TECHNOLOGY GROUP

1600 ALABAMA HWY 229
TALLASSEE, AL 36078
PH# (334) 283-6555
FAX# (334) 283-7444

TRADE REFERENCES

A. SCHULMAN
ACCT# 065091 / 000
ATTN: CREDIT DEPT
3550 WEST MARKET ST.
AKRON, OH 44333
PH# (330) -666-3751
FAX# (330) 668-7202

J. ROYAL
ACCT# 695500
40 BAY SPRING AVENUE
BARRINGTON, RI 02806
PH# (401) 246-0600
FAX# (401) 246-1482

MC ASSEMBLY
ACCT# 001293
2755 KIRBY AVENUE
PALM BAY, FL 32905
PH# (321) 253-0541
FAX# (321) 308-0690

MSC INDUSTRIAL SUPPLY CO.
ACCT# 000003 (Request by mail only)
ATTN: CREDIT DEPT
75 MAXESS ROAD
MELVILLE, NY 11747

BANK REFERENCE

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94104

ACCOUNT OFFICER:
Marian Rodgers 800-590-7868
TEAM # 657
EXT # 73994

Credit Inquiries: 770-551-5129
LaShonda Fuselier

Wells Fargo Bank ABA# : 061209756
ZERO BALANCE DISBURSEMENT ACCT: 2079900513639
LOCK BOX RECEIPTS ABA#: 121000248
LOCK BOX RECEIPTS ACCT#: 2000016950113

TAX RATE INFORMATION

MACHINE RATE	STATE (ALABAMA) 1.5%	FULL RATE	STATE (ALABAMA) 4%
	COUNTY (ELMORE) .5%		COUNTY (ELMORE) 1%
	CITY (TALLASSEE) .6%		CITY (TALLASSEE) 4%
	2.6%		9%

MISCELLANEOUS

FID - 13-4192672
STATE TAX ID 2600 08194
USE TAX ID 26CU 35236
NAICS - 334514
SIC - 3824 (replaced by NAICS)
D&B - 00-9099537
ESTABLISHED IN 1892
AT THIS LOCATION SINCE 1970

STATE AND DATE INCORPORATED
DELAWARE, OCTOBER 9, 2001

Manufacturing (Water Meters & Systems)
600 Employees
PRES & CEO - Chuck DiLaura
VP of Finance - Lawrence Russo
VP of Operations - Wayne Pitchford

------(Affidavit for Individual)-----

_____ being duly sworn, deposes and says that:
a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Partnership)-----

_____ being duly sworn, deposes and says that:
a) he/she is a member of the partnership of _____;
b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

Lawrence M. Russo being duly sworn, deposes and says that: a) he/she is
VP, Finance of Neptune Technology Group Inc. ;
(Full name of Corporation)
b) he/she is familiar with the books of said corporation showing its financial condition; c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

------(Acknowledgment)-----

Lawrence M. Russo being duly sworn, deposes and says
that he/she is VP, Finance of Neptune Technology Group Inc. ;
(Name of Bidder)
that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of
() himself/herself; () said partnership; (X) said corporation.

Sworn to before me this 10 day of July, 2015, in the County of
Elmore, State of Alabama.

Cindy F. Pugh
(Notary Public)

My commission expires January 21, 2019



END OF BIDDER QUALIFICATIONS STATEMENT

ATTACHMENT A

SCHEDULE A
PROJECTS IN PROGRESS

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address and Phone</u>
City of Buffalo, NY Supply of water meters				Ongoing	Ongoing	Peter Merlo 602 City Hall Buffalo, NY 14202 716-851-4766
Niagara Falls, NY Supply of water meters				Ongoing	Ongoing	Mike Kessler 5815 Buffalo Ave Niagara Falls, NY 14304
Monroe County Water Authority Supply of water meters				Ongoing	Ongoing	Linda Beaty 475 Norris Drive Rochester, NY 14610 585-442-2001

ATTACHMENT B

**SCHEDULE B
PROJECTS COMPLETED**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Date Completed</u>	<u>Contract Price</u>	<u>Percent with Own Forces</u>	<u>Reference/Contract Include Address and Phone</u>
Aquarion Water			2009	Unavailable	100%	Donna Parlatore 330 Fairfield Ave. Stamford, CT 06902 203-337-5835
City of Rochester			2010	Unavailable	100%	Bob Morrison 401 Dewey Ave. Rochester, NY 14613 585-428-6782
Cincinnati Water Works			2010	Unavailable	100%	Dave Bennett 4747 Spring Grove Ave. Cincinnati, OH 45232 513-591-7802

ATTACHMENT C

SCHEDULE C
PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Date Started With This Organization</u>	<u>Date Started In Construction</u>	<u>Prior Positions and Experience In Construction</u>
Dave Johnson	Territory Manager	1996	N/A - Not a construction contractor	""
Emil Burnham	Regional Manager	1986	""	""
Don Deemer	VP, Sales	1999	""	""
Chuck DiLaura	President	1978	""	""

ATTACHMENT D
SCHEDULE D
OSHA INFORMATION

List all Occupational Safety and Health Administration Citations for the last three years, including date, subject matter, and penalty.

Citation Inspection Number: 1070802 Issuance Date: 07/01/2015

See attached.

Attach copies of all determined Citations and Notification of Penalty, Form OSHA 2.

See attached.

Describe all pending cases, giving pertinent information such as apparent violations, location of project, type of project, and present status.

Above Citation is pending informal conference on 07/15/2015

List any additional information on the back or attach a separate sheet if necessary.

U.S. Department of Labor
Occupational Safety and Health Administration
1141 Montlamar Drive
Suite 1006
Mobile, AL 36609
Phone: 251-441-6131 Fax: 251-441-6396



Citation and Notification of Penalty

To:
Neptune Technology Group, Inc
and its successors
1600 Alabama Hwy 229
Tallasse, AL 36078

Inspection Number: 1070802
Inspection Date(s): 06/11/2015 - 06/12/2015
Issuance Date: 07/01/2015

Inspection Site:
1600 Alabama Hwy 229
Tallasse, AL 36078

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

This Citation and Notification of Penalty (this Citation) describes violations of the Occupational Safety and Health Act of 1970. The penalty(ies) listed herein is (are) based on these violations. You must abate the violations referred to in this Citation by the dates listed and pay the penalties proposed, unless within 15 working days (excluding weekends and Federal holidays) from your receipt of this Citation and Notification of Penalty you either call to schedule an informal conference (see paragraph below) or you mail a notice of contest to the U.S. Department of Labor Area Office at the address shown above. Please refer to the enclosed booklet (OSHA 3000) which outlines your rights and responsibilities and which should be read in conjunction with this form. Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless this Citation is affirmed by the Review Commission or a court.

Posting - The law requires that a copy of this Citation and Notification of Penalty be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of the employer's operations, where it will be readily observable by all affected employees. This Citation must remain posted until the violation(s) cited herein has (have) been abated, or for 3 working days (excluding weekends and Federal holidays), whichever is longer.

Informal Conference - An informal conference is not required. However, if you wish to have such a conference you may request one with the Area Director during the 15 working day contest period. During such an informal conference you may present any evidence or views which you believe would support an adjustment to the citation(s) and/or penalty(ies).

If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference; should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the Area Director within 15 working days of your receipt of this Citation. The running of this contest period is not interrupted by an informal conference.

If you decide to request an informal conference, please complete, remove and post the Notice to Employees next to this Citation and Notification of Penalty as soon as the time, date, and place of the informal conference have been determined. Be sure to bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far. If conditions warrant, we can enter into an informal settlement agreement which amicably resolves this matter without litigation or contest.

Right to Contest – You have the right to contest this Citation and Notification of Penalty. You may contest all citation items or only individual items. You may also contest proposed penalties and/or abatement dates without contesting the underlying violations. Unless you inform the Area Director in writing that you intend to contest the citation(s) and/or proposed penalty(ies) within 15 working days after receipt, the citation(s) and the proposed penalty(ies) will become a final order of the Occupational Safety and Health Review Commission and may not be reviewed by any court or agency.

Penalty Payment – Penalties are due within 15 working days of receipt of this notification unless contested. (See the enclosed booklet and the additional information provided related to the Debt Collection Act of 1982.) Make your check or money order payable to “DOL-OSHA”. Please indicate the Inspection Number on the remittance. You can also make your payment electronically on www.pay.gov. On the left side of the pay.gov homepage, you will see an option to Search Public Forms. Type “OSHA” and click Go. From the results, click on OSHA Penalty Payment Form. The direct link is:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>.

You will be required to enter your inspection number when making the payment. Payments can be made by credit card or Automated Clearing House (ACH) using your banking information. Payments of \$25,000 or more require a Transaction ID, and also must be paid using ACH. If you require a Transaction ID, please contact the OSHA Debt Collection Team at (202) 693-2170.

OSHA does not agree to any restrictions or conditions or endorsements put on any check, money order, or electronic payment for less than the full amount due, and will process the payments as if these restrictions or conditions do not exist.

Notification of Corrective Action – For each violation which you do not contest, you must provide *abatement certification* to the Area Director of the OSHA office issuing the citation and identified above. This abatement certification is to be provided by letter within 10 calendar days after each abatement date. Abatement certification includes the date and method of abatement. If the citation indicates that the violation was corrected during the inspection, no abatement certification is required for that item. The abatement certification letter must be posted at the location where the violation appeared and the corrective action took place or employees must otherwise be effectively informed about abatement activities. A sample abatement certification letter is enclosed with this Citation. In addition, where the citation indicates that *abatement documentation* is necessary, evidence of the purchase or repair of equipment, photographs or video, receipts, training records, etc., verifying that abatement has occurred is required to be provided to the Area Director.

Employer Discrimination Unlawful – The law prohibits discrimination by an employer against an

employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 days after the discrimination occurred with the U.S. Department of Labor Area Office at the address shown above.

Employer Rights and Responsibilities – The enclosed booklet (OSHA 3000) outlines additional employer rights and responsibilities and should be read in conjunction with this notification.

Notice to Employees – The law gives an employee or his/her representative the opportunity to object to any abatement date set for a violation if he/she believes the date to be unreasonable. The contest must be mailed to the U.S. Department of Labor Area Office at the address shown above and postmarked within 15 working days (excluding weekends and Federal holidays) of the receipt by the employer of this Citation and Notification of Penalty.

Inspection Activity Data – You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of the Electronic Freedom of Information Act. The information related to these alleged violations will be posted when our system indicates that you have received this citation. You are encouraged to review the information concerning your establishment at www.osha.gov. If you have any dispute with the accuracy of the information displayed, please contact this office.

U.S. Department of Labor
Occupational Safety and Health Administration



NOTICE TO EMPLOYEES OF INFORMAL CONFERENCE

An informal conference has been scheduled with OSHA to discuss the citation(s) issued on 07/01/2015. The conference will be held by telephone or at the OSHA office located at 1141 Montlimar Drive, Suite 1006, Mobile, AL 36609 on _____ at

_____. Employees and/or representatives of employees have a right to attend an informal conference.

CERTIFICATION OF CORRECTIVE ACTION WORKSHEET

Inspection Number: 1070802

Company Name: Neptune Technology Group, Inc
Inspection Site: 1600 Alabama Hwy 229, Tallassee, AL 36078
Issuance Date: 07/01/2015

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: **U.S. Department of Labor – Occupational Safety and Health Administration, 1141 Montlimar Drive, Suite 1006, Mobile, AL 36609**

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

Signature

Date

Typed or Printed Name

Title

NOTE: 29 USC 666(g) whoever knowingly makes any false statements, representation or certification in any application, record, plan or other documents filed or required to be maintained pursuant to the Act shall, upon conviction, be punished by a fine of not more than \$10,000 or by imprisonment of not more than 6 months or both.

POSTING: A copy of completed Corrective Action Worksheet should be posted for employee review

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1070802
Inspection Date(s): 06/11/2015 - 06/12/2015
Issuance Date: 07/01/2015



Citation and Notification of Penalty

Company Name: Neptune Technology Group, Inc
Inspection Site: 1600 Alabama Hwy 229, Tallassee, AL 36078

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1910.212(a)(1): One or more methods of machine guarding was not provided to protect the operator and other employees in the machine area from hazards such as those created by point of operation, ingoing nip points, rotating parts, flying chips and sparks:

a) Foundry, No Bake CT-1000-2 Compaction Table: On or about June 10, 2015, and at times prior, the employer exposed employees to amputation hazards in that guarding methods such as, but not limited to; barrier guards, two-hand tripping devices, or electronic safety devices were not provided to employees while working the CT-1000-2 compaction table.

Date By Which Violation Must be Abated:
Proposed Penalty:

07/14/2015
\$4500.00



Joseph Roesler
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Pursuant to the Debt Collection Act of 1982 (Public Law 97-365) and regulations of the U.S. Department of Labor (29 CFR Part 20), the Occupational Safety and Health Administration is required to assess interest, delinquent charges, and administrative costs for the collection of delinquent penalty debts for violations of the Occupational Safety and Health Act.

Interest: Interest charges will be assessed at an annual rate determined by the Secretary of the Treasury on all penalty debt amounts not paid within one month (30 calendar days) of the date on which the debt amount becomes due and payable (penalty due date). The current interest rate is one percent (1%). Interest will accrue from the date on which the penalty amounts (as proposed or adjusted) become a final order of the Occupational Safety and Health Review Commission (that is, 15 working days from your receipt of the Citation and Notification of Penalty), unless you file a notice of contest. Interest charges will be waived if the full amount owed is paid within 30 calendar days of the final order.

Delinquent Charges: A debt is considered delinquent if it has not been paid within one month (30 calendar days) of the penalty due date or if a satisfactory payment arrangement has not been made. If the debt remains delinquent for more than 90 calendar days, a delinquent charge of six percent (6%) per annum will be assessed accruing from the date that the debt became delinquent.

Administrative Costs: Agencies of the Department of Labor are required to assess additional charges for the recovery of delinquent debts. These additional charges are administrative costs incurred by the Agency in its attempt to collect an unpaid debt. Administrative costs will be assessed for demand letters sent in an attempt to collect the unpaid debt.



Joseph Roessler
Area Director

7/1/2015
Date

AFFIDAVIT OF COMPLIANCE

Neptune Technology Group Inc. hereby certifies that all Neptune T-10 Positive Displacement Meters, HP Turbine Meters, Tru/Flo Compound Meters, HP Protectus Meters, Fire Service Turbine Meters, and Fire Hydrant Meters comply fully with The American Water Works Association Standard Specification C700, C701, C702, C703, C707, or Latest revision.

We certify that these meters are in compliance with the ANSI/NSF Standard 61 / ANSI/NSF 372, Drinking Water System Components – Health Effects in addition to the requirements of the Safe Drinking Water Act and California Proposition 65. Neptune also certifies its compliance with Annex G Certification and Annex F Compliance Testing. Neptune’s US foundry uses only lead free materials in the manufacture of its water meters.

Executed in Tallassee, Alabama this 9TH day of July, 2015.

Neptune Technology Group Inc.

Lawrence M. Russo
Lawrence M. Russo
VP, Finance

State of Alabama
Elmore County

Subscribed and sworn to before me
This 9 day of July, 2015

Cindy F. Pugh

Notary Public

(Seal)



NSF International

RECOGNIZES

Neptune Technology Group, Inc.
Tallassee, AL

AS COMPLYING WITH NSF/ANSI 372 AND ALL APPLICABLE REQUIREMENTS.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING
ARE AUTHORIZED TO BEAR THE NSF MARK.



Certification Program
Authorized by the
American National
Standards Institute

This certificate is the property of NSF International and must be returned upon request. For the most current and complete information, please access NSF's website (www.nsf.org).

David Purkiss
General Manager, Water Systems

Date: October 18, 2013
Certificate # 40940 - 01Pb

Women and Minority Business Enterprises

Neptune has a Small Business Program to assure that small business, small minority owned, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small businesses have an equitable opportunity to compete for Neptune's business.

On the following pages, please find a description of Neptune's Small Business Program, Neptune's Small Business Categories, and Neptune's tracking of such businesses.





Neptune's Small Business Program

Objective: Develop a program to assure that small business, small minority owned, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small businesses have an equitable opportunity to compete for Neptune's business.

1. Develop a listing of all potential sources for solicitation purposes.
 - A. Canvass all our suppliers to determine if they qualify as SB, SM, SDVOB, VOB, SDB, and WOSB.
 - B. Utilize the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small business trade associations.
2. In order to effectively implement and manage this program, Neptune shall perform the following functions:
 - A. Assist SB, SM, SDVOB, VOB, SDB, and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of such concerns.
 - B. When the list of potential suppliers is excessively long, reasonable effort shall be made to give all small business concerns an opportunity to compete over a period of time.
 - C. Counsel and discuss business opportunities with representatives of all small business entities.



- _____ **Small Business** – business which is independently owned and is not a dominant player in its field.

- _____ **Minority-Owned Small Business** - small business in which is at least 51% owned by one or more minority individuals, and whose management and daily business operations are controlled by one or more of the individuals. In the case of a publicly owned business, at least 51% of the stock is owned by one or more minority individuals, and the management and daily business operations are controlled by one or more minority individuals.

- _____ **Small Disadvantaged Business** – small business which is at least 51% owned by one or more individuals who are both socially and economically disadvantaged. This can include a publicly owned business that has at least 51% of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and whose management and daily business is controlled by one or more such individuals.

- _____ **Women-Owned Small Business** - small business concern (a) which is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and (b) whose management and daily business operations are controlled by one or more women.

- _____ **Veteran-Owned Small Business** - small business concern which is at least 51% owned by one or more eligible veterans; or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more veterans; and, whose management and daily operations are controlled by such veterans.

- _____ **Service-Disabled Veteran Owned Small Business** - small business concern which is at least 51% owned by one or more service-disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more service-disabled veterans; and, whose management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent care-giver of such veteran.

- _____ **Other** - _____

Name of business completing survey:

Supplier Diversity Subcontracting Reporting Form

Supplier Name: Neptune Technology Group Inc.
 Address: 1600 Alabama Hwy 229, Tallahassee, AL 36078
 Contact Name:
 Contact Title:
 Phone Number:
 Fax Number:
 Email Address:

Description of type of services/goods: Water Marking Products
 Reporting Period: Date should reflect only the YTD spend. Please aggregate total

NAME OF SUBCONTRACTOR	COMPLETE ADDRESS (Street, City, State, Zip)	DESCRIPTION OF WORK (Performed for S.W.C. or for prime supplier)	CURRENT YTD Spend Amount Paid to Subcontractor	Diversity Status (SBA Codes)	Certified Yes or No If unknown enter UK
1185 AL Highway Blvd	1185 AL Highway Blvd	Concrete Materials	549,071.00	MBE	Y
NEPTUNE SUPPLIER					
Deeco Metals	10-16 Renee Place, Irvington, NJ 07111	DI castings	\$372,167.00	SBE	UK
Intercontinental Packaging	604 Walker Street, Opelika, AL 36801	boxes/packaging	\$1,108,431.00	SBE	UK
Enterprise Paint and Industrial Supply	210 West College, Enterprise, AL 36331	MRO material	\$69,316.00	MBE	UK
J.P. Electronics	11780 Little Coffman Road, Lester, AL 36047	BOM items	\$18,700.00	WFB	UK
Connector Kings Corp	2110 McAllister St, Riverside, CA 92503	BOM ITEM	\$85,000.00	VOB	UK

Submit form via email to: \$ 1,493,614.00
 Yearly Due Dates: 100%

Diversity Status Codes:
 MBE - Minority Business Enterprises
 WBE - Woman Business Enterprises
 DVBE - Disabled Veteran Business Enterprise
 VOB - Veteran Owned Business
 SBE - Small Business
 UK - Unknown

*PAYMENT CALCULATIONS / EXAMPLES

Signature (electronic accepted):

Signature - Ashley Newman
 I hereby certify that the information contained in this report is true and accurate to the best of my knowledge.

Name of Preparer - Ashley Newman, Purchasing Manager

Date January 31, 2014

SECTION II

STATEMENT OF POLICY

In accordance with 41 C.F.R. 60-741.44(a), 41 C.F.R. 60-250.44(a), 41 C.F.R. 60-300.44(a)

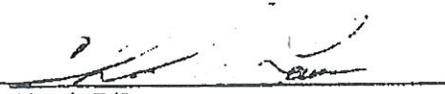
It is the policy of Neptune Technology Group Inc. not to discriminate on the basis of a physical or mental disability or an individual's status as a disabled veteran or any other protected veteran with regard to recruitment or recruitment advertising, hiring, training, promotion, and other terms and conditions of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. The Company does and will take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities and covered veterans without discrimination based upon their physical or mental disability or veterans' status in all employment practices as follows:

Employment decisions at the Company are based solely on job-related criteria. All personnel actions or programs that affect qualified individuals with disabilities or covered veterans, such as employment, upgrading, demotion or transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, will be made without discrimination based upon the individual's physical or mental disability or veterans' status.

The Company makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodations would impose an undue hardship on the Company's business.

Jill Samuelson, Vice President of Human Resources for the Company, will manage Neptune Technology Group Inc.'s Affirmative Action Plan for individuals with disabilities and covered veterans. All managers and supervisors will take an active part in the Company's Affirmative Action Plan to ensure that all qualified employees with disabilities and covered veterans and prospective employees are considered and treated in a non-discriminatory manner with respect to all employment decisions. Furthermore, Neptune Technology Group Inc. will solicit the cooperation and support of all employees for the Company's policy and Affirmative Action Plan. The Vice President of Human Resources has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the policy of affirmative action for individuals with disabilities and covered veterans. In accordance with public law, the Company's program of affirmative action for individuals with disabilities and covered veterans is available for inspection in the Human Resources Department during regular business hours upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, activities such as filing a complaint, assisting or participating in an investigation, compliance review or hearing, or opposing any act or practice made unlawful, or exercising any other right protected by Section 503 of the Rehabilitation Act of 1973, as amended, or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.



Chuck DiLaura
President

11-6-13

Date

SECTION III
STATEMENT OF POLICY

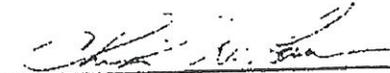
To further its goal of equal employment opportunity for all employees and prospective employees without regard to race, color, religion, sex, age, national origin, disability, or any other characteristic protected by applicable law, the Company states as its policy the following:

It will be the policy of Neptune Technology Group Inc., in accordance with all applicable laws, to recruit, hire, train, and promote persons in all job titles without regard to race, color, religion, sex, age, disability, or national origin, or any other basis prohibited by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, or national origin, or any other characteristic protected by applicable law.

To assure compliance with the plan, Jill Samuelson, Vice President of Human Resources, has been designated to administer and monitor the plan and make reports to Senior Management. The Plan is available for inspection in accordance with applicable regulations.



Chuck DiLaura
President



Date

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

SECTION 00500P

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is dated as of the 10th day of September in the year 2015, by and between the ERIE COUNTY WATER AUTHORITY (hereinafter called OWNER) and NEPTUNE TECHNOLOGY GROUP, INC. (hereinafter called CONTRACTOR).

WITNESSETH: OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - GOODS and POINT OF DELIVERY

1.01 GOODS

CONTRACTOR shall, at its own cost and expense, furnish the Goods and other Services as shown and specified in the Procurement Documents. The Goods to be furnished are generally described as follows:

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

1.02 POINT OF DELIVERY

A. Scheduling:

1. Scheduling of delivery of water meters will be determined by the Erie County Water Authority.

B. Destination:

1. Delivery shall be by motor freight to the Erie County Water Authority Service Center, 3030 Union Road, Cheektowaga, New York 14227; Monday through Friday, 9:00 a.m. to 3:00 p.m., excluding holidays.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by the OWNER, who is hereinafter called ENGINEER. The OWNER will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER by OWNER in connection with furnishing the Goods in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Contract Time

- A. The duration of the Contract is from August 1, 2015 to July 31, 2018. If the Erie County Water Authority and CONTRACTOR mutually agree to continue this Contract after the 31st day of July, 2018 and 31st day of July, 2019, it shall be extended for the term of one (1) year on the same terms and conditions provided herein. CONTRACTOR shall provide written notification to the Erie County Water Authority of the contract extension prior to the expiration of the initial term of this Contract.
- B. The OWNER will notify CONTRACTOR periodically throughout the duration of the Contract when Goods are to be delivered and in what quantities. The Goods are to be delivered to the Point of Delivery and ready for OWNER's acceptance of delivery within the time period identified in the Procurement Bid Form. No Goods are to be delivered unless ordered by OWNER.
- C. All Shop Drawings required by the Procurement Documents shall be submitted to ENGINEER for review and approval within seven (7) days after the request of ENGINEER.

ARTICLE 4 - LIQUIDATED AND SPECIAL DAMAGES (NOT USED)

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR, in current funds, for furnishing Goods and for performing other Services in accordance with the Procurement Documents the prices stated in CONTRACTOR'S Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in paragraph 11.03 of the Procurement General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the

Procurement General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the Procurement General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the Procurement General Conditions. Applications for Payment will be processed as provided in the Procurement General Conditions.

6.02 Progress and Final Payments

- A. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER. CONTRACTOR'S Applications for Payment will be due on the last day of the month. All progress payments will be on the basis of the amount of the Goods furnished as provided for in paragraph 2.07.A of the Procurement General Conditions.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 As part of the inducement for OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Procurement Documents and the other related data identified in the Procurement Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance for furnishing the Goods.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplemen-

tary Conditions as provided in paragraph 4.02 of the Procurement General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.06 of the Procurement General Conditions.

- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect cost, progress or performance for furnishing the Goods or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Procurement Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for furnishing the Goods at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Procurement Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to furnishing the Goods as indicated in the Procurement Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Procurement Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Procurement Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods.

ARTICLE 9 - PROCUREMENT DOCUMENTS

9.01 The Procurement Documents consist of the following:

- A. This Procurement Agreement (8 pages).
- B. Performance Bond (2 pages).

- C. Procurement General Conditions (44 pages).
- D. Procurement Supplementary Conditions (10 pages).
- E. Specifications, as listed in the table of contents of the Procurement Manual.
- F. Appendix A - Women and Minority Business Enterprise Policy.
- G. Addenda consisting of Numbers to , inclusive.
- H. Exhibits to the Agreement enumerated as follows:
 - 1. Exhibit 1, Procurement Bid Form (27 pages).
- I. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 1. Notice to Proceed
 - 2. Written Amendments
 - 3. Work Change Directives
 - 4. Change Order(s)

9.02 The documents listed in paragraph 9.01 above are attached to this Procurement Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Procurement Documents other than those listed in this Article 9.

9.03 The Procurement Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the Procurement General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under the Procurement Documents.

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Waiver

- A. The waiver by the OWNER of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the OWNER which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by CONTRACTOR of any term, covenant, condition of this Procurement Agreement or of any applicable Law or Regulation.

IN WITNESS WHEREOF, the parties hereto have executed this Procurement Agreement on the day and year first written above.

This Procurement Agreement will be effective on September, 2015.

OWNER: Erie County Water Authority

CONTRACTOR: Neptune Technology Group Inc.

By: Earl Zjann

By: Lawrence M. Russo

Title: Chairman

Title: VP, Finance

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest Patricia Foley

Attest Steven S. Beasley

Address for giving notices

Address for giving notices

1600 Alabama Hwy 229
Tallassee, AL 36078

(If OWNER is a corporation, partnership, or limited liability company, attach evidence of authority to sign) (If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Procurement Agreement.)

License No. _____
(where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation, partnership, or limited liability company, attach evidence of authority to sign.)

**ACTION BY WRITTEN CONSENT IN LIEU OF 2012 ANNUAL MEETING
OF THE BOARD OF DIRECTORS OF
NEPTUNE TECHNOLOGY GROUP, INC.**

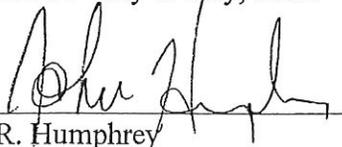
The undersigned, as of the date hereof, being all the duly qualified, elected and acting directors of Neptune Technology Group, Inc., a Delaware Corporation (the "Company"), hereby adopts the following resolution as the actions of the Board of Directors of the Company.

Appointment of Officers

RESOLVED, that the following individuals be, and hereby are, appointed to serve as officers of the Company in the capacities designated below until such time as their successors shall be duly qualified and appointed pursuant to the bylaws of the Company.

Charles C. DiLaura	-	President
Lawrence M. Russo	-	Vice President, Finance and Assistant Secretary
Phillip W. Pitchford	-	Vice President, Operations
Donald F. Deemer	-	Vice President, Sales
Kent O. Murray	-	Vice President, Marketing
Timothy D. Bianchi	-	Vice President, Engineering
Steven S. Beasley	-	Assistant Secretary
Jack Buhsmer	-	Vice President
Paul J. Soni	-	Vice President and Assistant Secretary
David B. Liner	-	Vice President and Secretary

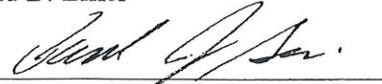
IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent as of this 25th day of May, 2012.



John R. Humphrey



David B. Liner



Paul J. Soni

Designated Representative:

Name: Earl Jean

Title: Chairman

Address: 295 Main St Rm 350

Phone No.: 849-8484

Fax No.: 849-8463

Designated Representative:

Name: Lawrence M. Russo

Title: VP, Finance

Address: 1600 Alabama Hwy 229
Tallasse, AL 36078

Phone No.: 334-283-6555

Fax No.: 334-283-7380

END OF PROCUREMENT AGREEMENT

Performance Bond

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

CONTRACTOR (Name and Address):
Neptune Technology Group Inc.
1600 Alabama Hwy 229
Tallassee, AL 36078

SURETY (Name and Address of Principal Place
of Business):
Westchester Fire Insurance Company
436 Walnut Street
Philadelphia, PA 19106

OWNER (Name and Address):

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

CONTRACT
Date: August 6, 2015
Amount:
Description: ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018,
PROJECT No. 201500025

BOND
Date (Not earlier than Contract Date): August 17, 2015
Amount: Six Million Twelve Thousand Seven Hundred Sixty Dollars and 00/100 (\$6,012,760.00)
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

Neptune Technology Group Inc.
CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)
Signature: *Lawrence M. Russo*
Name and Title: **Lawrence M. Russo**
VP, Finance

Westchester Fire Insurance Company
SURETY
Company: _____ (Corp. Seal)
Signature: *Chaun M. Wilson*
Name and Title: **Chaun M. Wilson, Attorney-In-Fact**
(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)
Signature: *Steven S. Beasley*
Name and Title: **Steven S. Beasley**
Asst. Secretary

SURETY
Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____

EJCDC No. 1910-28-A (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Annette Wisong, Chaun M Wilson, Joseph R Williams, Rebecca E Howard, Sarah Hancock, Steve Swords, Tina H Kennedy, all of the City of ATLANTA, Georgia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 23 day of June 2015.

WESTCHESTER FIRE INSURANCE COMPANY

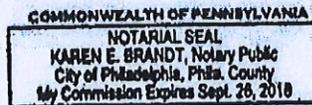


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 23 day of June, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17th day of August 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 23, 2017.

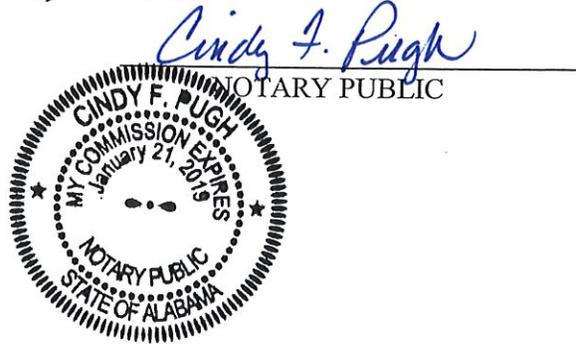


CORPORATE ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this 17th day of August, 2015, before me personally came Lawrence M. Russo to me known, who being duly sworn, did depose and say (s)he resides in Montgomery, AL that (s)he is the VP, Finance of the Neptune Technology Group Inc corporation described in and which executed the foregoing instrument; that (s)he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by the order of the Board of Directors of the said corporation, and that (s)he signed his/her name thereto by like order.



SURETY ACKNOWLEDGMENT

STATE OF

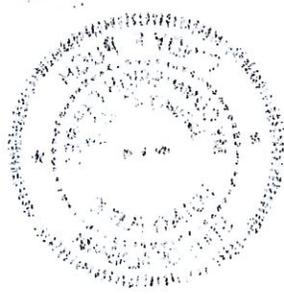
COUNTY OF

On this 17th day of August 2015, before me personally came Chaun M. Wilson to me known, who being duly sworn, did depose and say (s)he resides in Atlanta, GA that (s)he is an Attorney-in-Fact of the Westchester Fire Insurance Company corporation described in and which executed the foregoing instrument; that (s)he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by the order of the Board of Directors of the said corporation, and that (s)he signed his/her name thereto by like order.

Joseph R. Williams
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires February 26, 2019

NOTARY PUBLIC
Joseph R. Williams

[Faint handwritten text]



[Faint handwritten signature]

NOTARY PUBLIC
County of Clark, Oregon
My Commission Expires 12/31/2019

**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK
INSURANCE LAW**

It is hereby certified that

Westchester Fire Insurance Company
of Philadelphia, Pennsylvania

a corporation organized under the laws of the State of Pennsylvania, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$906,058,134.00 (Capital \$5,000,100.00) as is shown by its sworn financial statement for the year ended December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 26th
day of May, 2015.

Benjamin M. Lawsby
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2014

ADMITTED ASSETS

BONDS	\$1,978,280,686
SHORT - TERM INVESTMENTS	14,407,134
STOCKS	3,117
REAL ESTATE	0
CASH ON HAND AND IN BANK	(209,597,077)
PREMIUM IN COURSE OF COLLECTION*	77,396,247
INTEREST ACCRUED	19,326,013
OTHER ASSETS	132,043,591
TOTAL ASSETS	<u>\$2,011,859,711</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$185,962,253
RESERVE FOR LOSSES	904,379,052
RESERVE FOR TAXES	2,948,809
FUNDS HELD UNDER REINSURANCE TREATIES	5,973,257
OTHER LIABILITIES	6,538,206
TOTAL LIABILITIES	<u>1,105,801,577</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	298,429,489
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	124,168,040
SURPLUS (UNASSIGNED)	478,460,505
SURPLUS TO POLICYHOLDERS	<u>906,058,134</u>
TOTAL	<u>\$2,011,859,711</u>

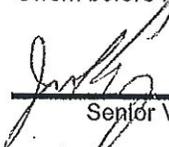
(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

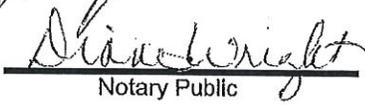
STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

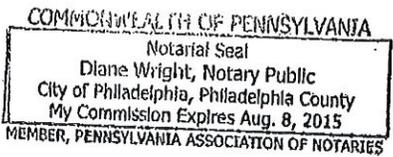
John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2014.

Sworn before me this April 9, 2015


Senior Vice President


Notary Public

August 8, 2015
My commission expires



ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

SECTION 00700P

PROCUREMENT GENERAL CONDITIONS

Adapted with permission from Standard General Conditions of the
Construction Contract, EJCDC No. 1910-8 (1996 Edition).

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PROCUREMENT GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Procurement Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

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

2. *Procurement Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Procurement Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Procurement Bidding Documents*--The Bidding Requirements and the proposed Procurement Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Procurement Instructions to Bidders, Bid security form, if any, and the Procurement Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Procurement Agreement.

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

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Procurement Documents as stated in the Procurement Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

13. *Contract Times*--The number of days or the dates stated in the Procurement Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

14. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Procurement Agreement.

15. *Cost of the Work*--See paragraph 11.01.A for definition.

16. *Drawings*--That part of the Procurement Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

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

18. *ENGINEER*--The individual or entity named as such in the Procurement Agreement.

19. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Procurement Supplementary Conditions.

20. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Goods* --All tangible personal property required to be furnished under the Procurement Documents. Furnishing Goods and Performing Work shall have the same meaning as referenced in the Procurement Manual.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Procurement Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Procurement Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Procurement Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Procurement Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Point of Delivery*--The place designated in the Procurement Agreement where the Goods are to be delivered.

35. *Procurement Documents*--The Procurement Documents establish the rights and obligations of the parties and include the Procurement Agreement, Addenda (which pertain to the Procurement Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Procurement Agreement, the Notice to Proceed, the Bonds, these Procurement General Conditions, the Procurement Supplementary Conditions, the

Specifications and the Drawings as the same are more specifically identified in the Procurement Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Procurement Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Procurement Documents. Only printed or hard copies of the items listed in this paragraph are Procurement Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Procurement Documents.

Procurement Documents and Contract Documents shall have the same meaning as referenced in the Procurement Manual.

36. *Project*--The total construction of which the Work to be performed under the Procurement Documents may be the whole, or a part as may be indicated elsewhere in the Procurement Documents.

37. *Procurement Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Procurement Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

38. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

39. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

40. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Procurement Documents as being furnished by OWNER upon which the Work is to be performed,

including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

43. *Special Services*--Services to be furnished by CONTRACTOR at the designated site(s) as required by the Procurement Documents.

44. *Specifications*--That part of the Procurement Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

45. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

46. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Procurement Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

47. *Procurement Supplementary Conditions*--That part of the Procurement Documents which amends or supplements these Procurement General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Procurement Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Procurement Documents.

52. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Procurement Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

53. *Written Amendment*--A written statement modifying the Procurement Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Procurement Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Procurement Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Procurement Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used to authorize an exercise of professional judgement by the ENGINEER, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such exercise of professional judgement, action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Procurement Documents and conformance with the design concept of the completed

Project as a functioning whole as shown or indicated in the Procurement Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Procurement Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Procurement Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Procurement Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring

an obligation of CONTRACTOR, "provide" is implied.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Procurement Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Procurement Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Procurement Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Procurement Documents and check and verify pertinent

figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Procurement Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Procurement Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Procurement Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a

working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Procurement Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER, as provided below, the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Procurement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Procurement

Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Procurement Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

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

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Procurement Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Procurement Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Procurement Documents or between the Procurement Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to

ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Procurement Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Procurement Documents, the provisions of the Procurement Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Documents and:

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

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Procurement Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Procurement Documents*

A. The Procurement Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Procurement Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any

title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Procurement Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Procurement Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Procurement Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at

or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Procurement Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Procurement Documents. Such "technical data" is identified in the Procurement Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Procurement Documents; or
3. differs materially from that shown or indicated in the Procurement Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Procurement Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Procurement Documents to be conducted by or for CONTRACTOR prior to

CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Procurement Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Procurement Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Procurement Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated or not shown or indicated with reasonable accuracy in the Procurement Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Procurement Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of the underground facility.

2. If ENGINEER concludes that a change in the Procurement Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown with reasonable accuracy in the Procurement Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of

necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings*: Reference is made to the Procurement Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Procurement Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Procurement Documents. Such "technical data" is identified in the Procurement Supplementary Conditions. Except for such reliance on such "technical data", CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Procurement Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone

for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If, after receipt of such written notice, CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or

by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.G shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Procurement Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Procurement Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Procurement Documents.

B. All Bonds shall be in the form prescribed by the Procurement Documents, except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02. *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Procurement Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or

authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Procurement Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Procurement Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Procurement Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Procurement Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

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

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

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of

such person by CONTRACTOR, or (ii) by any other person for any other reason;

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

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

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Procurement Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Procurement Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

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

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Procurement Documents.

5.06 *Property Insurance (See Procurement Supplementary Conditions)*

5.07 (Not Used)

5.08 (Not Used)

5.09 (Not Used)

5.10 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Procurement Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Procurement Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice

to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Procurement Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Procurement Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Procurement Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Procurement Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Procurement Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will

not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Procurement Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Procurement Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Procurement Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If, in ENGINEER's sole discretion, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. In the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; and CONTRACTOR;

b. Certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Procurement Documents.

2. *Substitute Items*

a. If, in ENGINEER's sole discretion, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor.

Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Procurement Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Procurement Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction

approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Procurement Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Procurement Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Procurement Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Procurement Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Procurement Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Procurement Bidding Documents or the Procurement Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Procurement Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control

CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Procurement Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Procurement Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Procurement Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Procurement Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of

patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Procurement Documents.

6.08 *Permits*

A. Unless otherwise provided in the Procurement Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Procurement Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work, CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original

condition all property not designated for alteration by the Procurement Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, together with all approved Samples and a counterpart of all approved Shop Drawings, will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal,

relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Procurement Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Procurement Documents is required because of the action taken by CONTRACTOR in response to such an

emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Procurement Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

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

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

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Procurement Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Procurement Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Procurement Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Procurement Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Procurement Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve

CONTRACTOR from responsibility for any variation from the requirements of the Procurement Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures:

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

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Procurement Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Procurement

Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Procurement Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Procurement Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of

the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws or Regulations.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not be limited in any way by the amount or types of insurance provided by CONTRACTOR under Article 5 of the Procurement General Conditions.

D. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the sole negligence or willful misconduct of OWNER, ENGINEER or ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Procurement Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of

such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Procurement Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these Procurement General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Procurement Documents.

8.03 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.04 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Procurement Documents.

8.05 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.06 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.07. *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.08 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Procurement Documents.

8.9 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.10 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Procurement Documents, OWNER's responsibility in respect thereof will be as set forth in the Procurement Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Procurement Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Procurement Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Procurement Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly,

but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Procurement Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Procurement Supplementary Conditions.

9.04 Clarifications and Interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Procurement Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Procurement Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Procurement Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any,

of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Procurement Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Procurement Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Procurement Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Procurement Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Procurement Documents pertaining to the performance of

the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Procurement Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Procurement Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Procurement Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules,

guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Procurement Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Procurement Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Procurement Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Procurement Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Procurement Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Procurement Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 20 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 45 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of

paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned

decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGI-

NEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Procurement Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or

specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Procurement Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Procurement Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances

to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Procurement Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Procurement Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

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

C. For provisions for an adjustment of a unit price for an increase or decrease in the quantity of Unit Price Work, if any, see General Requirements Section 01270, Measurement and Payment.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to

the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Procurement Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Procurement Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Procurement Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be

paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Procurement Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Procurement Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and

obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a

Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Procurement Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Procurement Documents or by any specific provision of the Procurement Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written

instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs

to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Procurement Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Procurement Documents, or if CONTRACTOR fails to comply with any other provision of the Procurement Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the

Procurement Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 10 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Procurement Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Procurement Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Procurement Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Procurement Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented

that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Procurement Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Sixty days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Procurement Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the

requirements of the Procurement Supplementary Conditions regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Procurement Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Procurement Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in

full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Procurement Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Procurement Documents have been fulfilled, ENGINEER will, within 10 days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Sixty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

D. *Final Completion Delayed*

1. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Procurement Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Procurement Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for

such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.08 *(Not Used)*

14.09 *Waiver of Claims*

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

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Procurement Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Procurement Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Procurement Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Procurement Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Procurement Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Procurement Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 60 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 60 days to pay CONTRACTOR any sum finally determined to be

due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Procurement Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Procurement Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

A. The Article and paragraph headings are inserted for convenience only and do not constitute part of these Procurement General Conditions.

END OF PROCUREMENT
GENERAL CONDITIONS

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2010 TO JULY 31, 2013
PROJECT NO: 201000142**

SECTION 00800P

PROCUREMENT SUPPLEMENTARY CONDITIONS

SCOPE

These Procurement Supplementary Conditions amend or supplement the Procurement General Conditions. All provisions of the Procurement General Conditions which are not so amended or supplemented remain in full force and effect.

The terms used in these Procurement Supplementary Conditions which are defined in the Procurement General Conditions have the meanings assigned to them in the Procurement General Conditions.

- SC-1.01.A.7. Modify paragraph 1.01.A.7. by changing the word "Advertisement" in the first sentence to "Notice".
- SC-2.05. Modify paragraph 2.05. by changing the word "Construction" in the first sentence to "Work".
- SC-2.06. Delete paragraph 2.06., "Preconstruction Conference" in its entirety.
- SC-4.02 Add new paragraph immediately after paragraph 4.02.B which is to read as follows:
- SC-4.02.C In the preparation of the Drawings and Specifications, ENGINEER did not utilize any report or drawing related to subsurface and physical conditions.
- SC-4.06.A Add a new paragraph immediately after paragraph 4.06.A which is to read as follows:
- SC-4.06.A.1 In the preparation of the Drawings and Specifications, ENGINEER did not utilize any report or drawing related to a Hazardous Environmental Condition identified at the Site except as identified in SC-4.02.
- SC-5.01. Delete the references to "Payment Bond" in the title and in paragraph SC-5.01.A.

SC-5.01.A. Modify the first part of the second sentence of paragraph 5.01.A of the Procurement General Conditions to read:

The performance Bond shall remain in effect for two years after....

SC-5.04 through 5.10. Delete paragraph 5.04 through 5.10, inclusive, in their entirety.

SC-5.03 Add a new paragraph immediately after Paragraph 5.03, which is to read as follows:

“SC-5.04 *Insurance Requirements*

A. CONTRACTOR shall procure, maintain, and provide evidence of insurance in accordance with Insurance Requirements by the State of New York.”

SC-6.09.B. Add a new paragraph immediately after paragraph 6.09.B which is to read as follows:

“SC-6.10.C Refer to Article SC-18 for Laws and Regulations which, by terms of said Laws and Regulations are to be included in the Procurement Documents. The failure to include in Article SC-18 any Law or Regulation applicable to the performance of the Work does not diminish CONTRACTOR’S responsibility to comply with all Laws and Regulations applicable to the performance of the work.”

SC-6.10. Add a new paragraph immediately after paragraph 6.10.A, which is to read as follows:

“SC-6.10.B OWNER is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials to be incorporated into the Work.

1. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.
2. OWNER’S exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work.”

SC-6.15.A. Add a new paragraph immediately after paragraph 6.15.A, which is to read as follows:

“SC-6.15.

B CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with all Laws and regulations. CONTRACTOR shall provide a centralized location for the maintenance of the material

safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of any employer on the Site.”

SC-7.01

Add a new paragraph immediately after Paragraph 7.01 which is to read as follows:

“SC-7.02 *Separate Contractor Claims*

- A. Should CONTRACTOR cause damage to the work or property of any other contractor at the Site, or should any claim arising out of CONTRACTOR’S performance of the Work be made by any other contractor against CONTRACTOR, OWNER, or ENGINEER, CONTRACTOR shall promptly settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.
- B. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, and the officer, directors, partners, employees, agents, and other consultants or subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly, or consequentially out of or relating to any claim or action, legal or equitable, brought by any other contractor against OWNER, ENGINEER, to the extent based upon CONTRACTOR’S performance of the Work.
- C. Should another contractor cause damage to the Work or property of CONTRACTOR at the Site or should the performance of work by any other contractor give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, on account of any such damage or claim.
- D. If CONTRACTOR is delayed at any time in performing services or furnishing Goods by any act or neglect of another contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with paragraph 10.05. Notwithstanding any other provision of the Procurement Documents, an extension of the Contract Times shall be CONTRACTOR’S sole and exclusive remedy with respect to OWNER, ENGINEER, for any delay, disruption, interference or hindrance caused by any other contractor.”

SC-13.07 Modify paragraph 13.07.A. by changing the words “one year” in the first line to “two years”.

SC-13.10. Add new paragraphs immediately after paragraph 13.09. which is to read as follows:

“Shipment and Delivery of the Goods

- A. All Goods shall be delivered only upon order by ENGINEER. All Goods will be delivered f.o.b. Point of Delivery. CONTRACTOR shall select the means and methods of transportation. All transportation charges to the Point of Delivery, including but not limited to rail, switching, trucking, lighterage and special handling will be paid by CONTRACTOR.
- B. CONTRACTOR shall give OWNER and ENGINEER at least 15 days prior written notice of the date when the Goods will be ready for shipment and the manner of shipment. Such notice will include instructions concerning any special equipment or services required at the Point of Delivery to unload and care for the Goods. CONTRACTOR shall require the carrier to give OWNER not less than 24 hours notice by telephone of the anticipated hour of delivery.
- C. OWNER shall provide facilities for receipt and unloading of the Goods. If the Point of Delivery is a construction site, OWNER shall provide the carrier reasonable access within the site to the Point of Delivery.
- D. CONTRACTOR shall deliver the Goods to the Point of Delivery within a period of 15 days (the “delivery period”) prior to expiration of the Contract Time for delivery specified in the Procurement Agreement.
 - 1. OWNER will not be obligated to accept any delivery of Goods not made within the delivery period. Additional costs arising from delivery prior to or after the delivery period will be the responsibility of CONTRACTOR.
 - 2. OWNER may, by Change Order, direct CONTRACTOR to ship to another point of delivery or to accelerate or postpone the delivery period. OWNER shall be responsible for all additional expenses incurred by CONTRACTOR as a result of any such direction, including but not limited to charges for storage, reconditioning, handling, overtime and insurance. If CONTRACTOR believes that any such direction justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided herein.
- E. OWNER, accompanied by ENGINEER, shall inspect the Goods upon delivery for the sole purpose of identifying the Goods and general verification of quantities in order to provide a basis for a progress payment. Such inspection will not be construed as final or as acceptance of any Goods not in conformance with the Procurement Documents. If, when delivered, there are apparent defects in the Goods (through damage or otherwise), ENGINEER will give prompt written notice thereof to CONTRACTOR. CONTRACTOR shall without cost to OWNER correct the defect or replace the Goods with non-defective Goods. If CONTRACTOR does not do so promptly and to the satisfaction of OWNER and ENGINEER, OWNER may, upon ENGINEER’S recommendation, accept delivery of the defective

Goods and remedy the defects with an appropriate reduction in the Contract Price as provided herein instead of requiring removal or replacement. OWNER may refuse to accept delivery of any Goods that are apparently defective. If there are no apparent defects, OWNER shall accept delivery.

- F. Notice of OWNER'S acceptance of delivery limited by the conditions in paragraph E. above will be provided to CONTRACTOR by a receipted copy of the shipping documents or as otherwise provided."

SC-14.02,A

Delete paragraph A.1 in its entirety and Replace with the following:

- "1. At least 10 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Goods furnished and or the Work completed as of the date of the Application and accompanied by a bill of sale and other documentation satisfactory to OWNER warranting that OWNER has received the Goods free and clear of all liens, charges, security interests and encumbrances and evidence that the Goods are covered by appropriate property insurance, if applicable, and other arrangements to protect OWNER'S interest therein, all of which must be satisfactory to OWNER with such supporting documentation as is required by the Procurement Documents. Such documentation shall include releases and waivers from all parties who, during CONTRACTOR'S performance under the Procurement Documents, might have obtained or filed any such lien, charge, security or encumbrance. Application for payment will be submitted after delivery of the Goods has been accepted by OWNER in accordance with Article 5.1.E. In the case of multiple deliveries of Goods, additional Applications for Payment shall be submitted as OWNER accepts delivery of additional items of the Goods."

SC-14.02,A.

Add a new paragraph immediately after paragraph 14.02.A.3. which is to read as follows:

- "4. Each Application for Payment shall be accompanied by a copy of the certified payroll record."

SC-14.07,A.

Add a new paragraph immediately after paragraph 14.07.A.3. which is to read as follows:

- "4. The Final Application for Payment shall be accompanied by a copy of the certified payroll record."

SC-17.06

Add new paragraphs immediately after paragraph 17.06,A. which are to read as follows:

“ARTICLE SC-18 - STATUTORY REQUIREMENTS

SC-18.01 This Article contains portions of certain Laws or Regulations which, by provision of Law or Regulations, are required to be included in the Procurement Documents. The material included in this Article may not be complete or current. CONTRACTOR’S obligation to comply with all Laws and Regulations applicable to the Work is set forth in paragraph 6.09 of the Procurement General Conditions.

SC-18.02 Non-Discrimination in Employment:

A. During the performance of this contract, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. CONTRACTOR will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR'S agreement under clauses 1. through 8. hereinafter called “non- discrimination clauses”. If the CONTRACTOR was directed to do so by the OWNER as part of the Bid or negotiation of this contract, CONTRACTOR shall request labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request, that it furnish such a statement, CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. CONTRACTOR will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses 1. through 2. and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.
4. CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, that all qualified applicants will be afforded equal

employment opportunities without discrimination because of race, creed, color or national origin.

5. CONTRACTOR will comply with the provisions of the Executive Law, Human Rights Law, Article 15, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General, District Commissioner of Housing and Community Renewal and the Industrial Commission for purposes of investigation to ascertain compliance with these non-discrimination clauses of the Executive Law, Human Rights Law, Article 15.
6. This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the OWNER upon the basis of a finding made by the State Commission for Human Rights that CONTRACTOR has not complied with these non-discrimination clauses, and CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Renewal, until he has satisfied the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to CONTRACTOR and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
7. If this contract is canceled or terminated under clause 6., in addition to other rights of the OWNER provided in this contract upon its breach by CONTRACTOR, CONTRACTOR will hold the OWNER harmless against any additional expenses or costs incurred by the OWNER in completing the Work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the OWNER may withhold payments from CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the Performance Bond if necessary.
8. CONTRACTOR will include the provisions of clauses 1. through 2. in every subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. CONTRACTOR will take such actions in enforcing such provisions of such subcontract or purchase order as the OWNER may direct, including sanctions or remedies for non-compliance. If CONTRACTOR becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the OWNER, the CONTRACTOR shall promptly so notify the Attorney General, requesting him to intervene and to protect the interest of the State of New York.

SC-18.03 Affirmative Action Requirements:

- A. During the performance of this Contract, the CONTRACTOR agrees that it will abide by and will require its subcontractors to abide by the AUTHORITY'S Affirmative Action Requirements and Women and Minority Business Enterprise Policy, as set forth in the attached Appendix A and hereby made a part of these Procurement General Conditions.

SC-18.04 (NOT USED)

SC-18.05 Payments to Subcontractors:

- A. In accordance with N.Y. State General Municipal Law, Section 106-b, CONTRACTOR shall:
1. Within fifteen calendar days of the receipt of any payment from the OWNER, the CONTRACTOR shall pay each of his Subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the Subcontractor and/or materialman and reflecting the percentage of the Subcontractor's work completed or the materialman's material supplied in the requisition approved by the OWNER and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described. The CONTRACTOR shall retain not more than five per centum of each payment to the Subcontractor and/or materialman except that the CONTRACTOR may retain in excess of five per centum but not more than ten per centum of each payment to the Subcontractor provided that prior to entering into a subcontract with the CONTRACTOR, the Subcontractor is unable or unwilling to provide a Performance bond and a Labor and Material bond both in the full amount of the subcontract at the request of the CONTRACTOR. However, the CONTRACTOR shall retain nothing from those payments representing proceeds owed the Subcontractor and/or materialman from OWNER'S payments to the CONTRACTOR for the remaining amounts of the contract balance after the work or portions thereof are substantially complete. Within fifteen calendar days of the receipt of payment from the CONTRACTOR, the Subcontractor and/or materialman shall pay each of his Subcontractors and materialmen in the same manner as the CONTRACTOR has paid the Subcontractor. Nothing provided herein shall create any obligation on the part of the OWNER to pay or to see to the payment of any moneys to any Subcontractor or materialman from any CONTRACTOR nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subcontractor or materialman and the OWNER.

SC-18.06 (NOT USED)

SC-18.07 Purchases by Other Local Governments

- A. The Erie County Water Authority (the "Authority") has adopted the following resolution for the purpose of allowing the following named local governments (the "Participants") to make purchases through the Authority bidding procedures.
- B. Under the following conditions, the Director of Administration may make purchasing services available to the following Participants:
1. When in the opinion of the Director of Administration it will not create any burden or hardship upon the Authority and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the Participants to provide in any particular Authority bid specification that the Participants listed below shall have the right to make purchases based upon the bids received by the Authority.
 2. The Director of Administration, within the limits of his time and manpower, shall disseminate relevant contract information to the Participants.
 3. The Participants in Authority contracts will issue purchase orders directly to vendors within the specified contract period referencing the Authority contract involved and be liable for any payments due on such purchase orders.
- C. Bidders shall take notice that as a condition of the award of an Authority contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the Participants listed below if called upon to do so. The Authority, however, will not be responsible for any debts incurred by the Participants pursuant to this or any other agreement.
- D. Necessary deviations from the Authority's specifications in the award of a Participant's contract, particularly as such deviations may relate to quantities or delivery point shall be a matter to be resolved between the successful bidder and Participants. All inquiries regarding prospective contracts shall be directed to the attention of:
1. ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial Street, Angola, NY 14006
 2. ALABAMA TOWN OF, Deputy Supervisor, 2218 Judge Road, Oakfield, NY 14125
 3. BENNINGTON TOWN OF, Water System Operator, 134 Clinton Street, Alden, NY 14004
 4. BRANT TOWN OF, Town Clerk, Town Hall, 992 Brant-Farnham Road, Brant, NY 14027
 5. COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Road, Colden, NY 14033
 6. EAST AURORA VILLAGE OF, Village Clerk, 571 Main Street, East Aurora, NY 14052
 7. ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Road, Elma, NY 14059
 8. FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial Street, Farnham, NY 14061
 9. HANOVER TOWN OF, Town Clerk, 68 Hanover Street, Silver Creek, NY 14136

10. ORCHARD PARK VILLAGE OF, Clerk-Treasurer, 4295 South Buffalo Road, Orchard Park, NY 14127
11. SILVER CREEK VILLAGE OF, Village Clerk, 172 Central Avenue, Silver Creek, NY 14136”

END OF PROCUREMENT SUPPLEMENTARY CONDITIONS

SECTION 01270P

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The items listed below beginning with Article 1.05, refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for furnishing Goods and providing Services as specified or required. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, sanitary requirements, permits, testing, safety devices, approval and record drawings, maintaining traffic, bonds, insurance, and all other requirements of the Procurement General Conditions, Procurement Supplementary Conditions, and the General Requirements. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and work unit price pay items listed herein.
- B. The lump sum and unit bid prices will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
- C. The CONTRACTOR shall furnish all labor, materials, tools, equipment, services, and all appurtenances necessary to furnish Goods and providing Services, at the unit or lump sum prices for the items listed in the Bidder's Proposal. Each bid item shall include all costs to perform all work to complete each item.
- D. Where fixed minimum unit prices are called for under an item heading, the bidder shall include a price not less than the stated minimum. Bidders' Proposals received which include a unit price less than the stated minimum shall be adjusted to meet the minimum unit price.

1.02 ENGINEER'S ESTIMATE OF QUANTITIES

- A. ENGINEER'S estimated quantities for unit price pay items, as listed in the Procurement Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. OWNER does not expressly or by implication agree that the actual quantities of material required or ordered will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary. Except as provided in Article 1.3, CONTRACTOR or OWNER will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as

complete and total compensation for any additions caused by changes or alterations in the Work ordered by OWNER.

1.03 ADJUSTMENT OF UNIT PRICES FOR INCREASE OR DECREASE OF ESTIMATED QUANTITIES

- A. For bid items paid for on a unit price basis, increases or decreases in the quantity of an item will be determined by comparing the total payable quantity with ENGINEER'S estimated quantity as shown in the Bid Form. Increase or decreases will only be considered if the Schedule of Values as required in Section 01290P has been prepared, submitted, and approved.
- B. If the total payable quantity of any unit price item, which has an as-bid computed total value of five percent or more of the sum of the as-bid computed total values of all items bid, varies from ENGINEER'S estimate of quantity therefore by more than 50 percent, the unit price of that item will be a subject of review by ENGINEER. If warranted, an equitable adjustment will be made by means of a Change Order to credit OWNER with any reduction in cost or to compensate CONTRACTOR for any increase in cost resulting from the change in quantity. This review of the adjustment will be made at a time ENGINEER deems reasonable and proper.
- C. Payment for any unit price item, which has an as-bid computed total value of less than five percent of the sum of the as-bid computed total values of all items bid, will be made at the unit price bid regardless of an increase or decrease in quantity.

1.04 RELATED PROVISIONS

- A. Payments to CONTRACTOR: Refer to Procurement General Conditions and Procurement Agreement.
- B. Changes in Contract Price: Procurement General Conditions.
- C. Schedule of Values: Section 01290P.

1.05 BID ITEMS

- A. ITEM 1 - DISPLACEMENT TYPE WATER METERS
 - 1. Work Included:
 - a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver displacement type water meters as specified herein, except that specifically included under other items of the Contract.
 - b. This item includes providing Services as specified or as required.

2. Measurement:
 - a. The quantity of displacement type water meters ordered under this item shall be the actual number of displacement type water meters of each size furnished and delivered to the Point of Delivery.
3. Payment:
 - a. The unit prices bid per displacement type water meters shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.
 - b. The subdivisions of this item are enumerated in Bid Form.

B. ITEM 2 - TURBINE TYPE WATER METERS

1. Work Included:
 - a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver turbine type water meters as specified herein, except that specifically included under other items of the Contract.
 - b. This item includes providing Services as specified or as required.
2. Measurement:
 - a. The quantity of turbine type water meters ordered under this item shall be the actual number of turbine type water meters of each size furnished and delivered to the Point of Delivery.
3. Payment:
 - a. The unit prices bid per turbine type water meters shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.
 - b. The subdivisions of this item are enumerated in Bid Form.

C. ITEM 3 - COMPOUND TYPE WATER METERS

1. Work Included:
 - a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver compound type water meters as specified herein, except that specifically included under other items of the Contract.
 - b. This item includes providing Services as specified or as required.
2. Measurement:
 - a. The quantity of compound type water meters ordered under this item shall be the actual number of compound type water meters of each size furnished and delivered to the Point of Delivery.
3. Payment:
 - a. The unit prices bid per compound type water meters shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.

- b. The subdivisions of this item are enumerated in Bid Form.

D. ITEM 4 - FIRE SERVICE TURBINE TYPE WATER METERS

1. Work Included:

- a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver fire service turbine type water meters as specified herein, except that specifically included under other items of the Contract.
- b. This item includes providing Services as specified or as required.

2. Measurement:

- a. The quantity of fire service turbine type water meters ordered under this item shall be the actual number of fire service turbine type water meters of each size furnished and delivered to the Point of Delivery.

3. Payment:

- a. The unit prices bid per fire service turbine type water meters shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.
- b. The subdivisions of this item are enumerated in Bid Form.

E. ITEM 5 - FIRE SERVICE COMPOUND TYPE WATER METERS

1. Work Included:

- a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver fire service compound type water meters as specified herein, except that specifically included under other items of the Contract.
- b. This item includes providing Services as specified or as required.

2. Measurement:

- a. The quantity of fire service compound type water meters ordered under this item shall be the actual number of fire service compound type water meters of each size furnished and delivered to the Point of Delivery.

3. Payment:

- a. The unit prices bid per fire service compound type water meters shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.
- b. The subdivisions of this item are enumerated in Bid Form.

F. ITEM 6 - STRAINERS

1. Work Included:

- a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver strainers as specified herein, except that specifically included under other items of the Contract.
- b. This item includes providing Services as specified or as required.

2. Measurement:
 - a. The quantity of strainers ordered under this item shall be the actual number of strainers of each size furnished and delivered to the Point of Delivery.
3. Payment:
 - a. The unit prices bid per strainers shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.
 - b. The subdivisions of this item are enumerated in Bid Form.

G. ITEM 7 - REMOTE METER REGISTERS

1. Work Included:
 - a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver remote meter registers as specified herein, except that specifically included under other items of the Contract.
 - b. This item includes providing Services as specified or as required.
2. Measurement:
 - a. The quantity of remote meter registers ordered under this item shall be the actual number of remote meter registers of each size furnished and delivered to the Point of Delivery.
3. Payment:
 - a. The unit prices bid per remote meter registers shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.
 - b. The subdivisions of this item are enumerated in Bid Form.

H. ITEM 8 - RADIO FREQUENCY METER INTERFACE UNITS (MIU)

1. Work Included:
 - a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver Meter Interface Units (MIU) as specified herein, except that specifically included under other items of the Contract.
 - b. This item includes providing Services as specified or as required.
2. Measurement:
 - a. The quantity of Meter Interface Units (MIU) ordered under this item shall be the actual number of Meter Interface Units (MIU) of each type furnished and delivered to the Point of Delivery.
3. Payment:
 - a. The unit prices bid per Meter Interface Units (MIU) shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.

b. The subdivisions of this item are enumerated in Bid Form.

I. ITEM 9 - NEPTUNE ADVANTAGE II RF PROBE

1. Work Included:

a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver Advantage II RF Probe units as specified herein, except that specifically included under other items of the Contract.

b. This item includes providing Services as specified or as required.

2. Measurement:

a. The quantity of Advantage II RF Probe units ordered under this item shall be the actual number of Advantage II RF Probe units furnished and delivered to the Point of Delivery.

3. Payment:

a. The unit prices bid per Advantage II RF Probe units shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.

J. ITEM 10 - NEPTUNE RF PIT ANTENNAS

1. Work Included:

a. This item includes all labor, materials, equipment and incidentals required to furnish and deliver RF pit antenna units as specified herein, except that specifically included under other items of the Contract.

b. This item includes providing Services as specified or as required.

2. Measurement:

a. The quantity of RF pit antenna units ordered under this item shall be the actual number of RF pit antenna units furnished and delivered to the Point of Delivery.

3. Payment:

a. The unit prices bid per RF pit antenna units shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish and deliver Goods and provide Services as ordered, specified, or directed.

b. The subdivisions of this item are enumerated in Bid Form.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01331P

SHOP DRAWING PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Shop Drawing procedures shall conform to requirements of the Procurement General Conditions and as described in this Section.

1.02 PROCEDURE

- A. Submittals of Shop Drawings shall be made to the ENGINEER at the following address: Erie County Water Authority, 3030 Union Road, Buffalo, New York 14227.
- B. A letter of transmittal shall accompany each submittal. If data for more than one Section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each Section.
- C. At the beginning of each letter of transmittal provide a reference heading indicating the following:
 - 1. OWNER'S Name _____
 - 2. Project Name _____
 - 3. Contract No. _____
 - 4. Transmittal No. _____
 - 5. Section No. _____
- D. If a Shop Drawing deviates from the requirements of the Contract Documents, CONTRACTOR shall specifically note each variation in his letter of transmittal.
- E. All Shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to ENGINEER.
- F. All Shop Drawings submitted shall bear the stamp of approval and signature of CONTRACTOR as evidence that they have been reviewed by CONTRACTOR. Submittals without this stamp of approval will not be reviewed by ENGINEER and will be returned to CONTRACTOR. CONTRACTOR'S stamp shall contain the following minimum information:

Project Name: _____

CONTRACTOR'S Name: _____

Date: _____

-----Reference-----

Item: _____

Specifications:

Section: _____

Page No.: _____

Para. No.: _____

Drawing No.: _____ of _____

Location: _____

Submittal No.: _____

Approved By: _____

- G. A number shall be assigned to each submittal by CONTRACTOR starting with No. 1 and thence numbered consecutively. Resubmittals shall be identified by the original submittal number followed by the suffix "A" for the first resubmittal, the suffix "B" for the second resubmittal, etc.
- H. The CONTRACTOR shall initially submit to ENGINEER a minimum of 1 copy of all submittals that are on 8½-inch by 11-inch or smaller sheets.
- I. After ENGINEER completes his review, Shop Drawings will be marked with one of the following notations:
1. Approved
 2. Approved as Corrected
 3. Revise and Resubmit
 4. Not Approved
- J. If a submittal is acceptable, it will be marked "Approved" or "Approved as Corrected". One print or copy of the submittal will be returned to CONTRACTOR.

- K. Upon return of a submittal marked "Approved" or "Approved as Corrected", CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- L. If a Shop Drawing marked "Approved as Corrected" has extensive corrections or corrections affecting other drawings or Work, ENGINEER may require that CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. Such drawings will have the notation, "Approved as Corrected - Resubmit."
- M. If a submittal is unacceptable, copies will be returned to CONTRACTOR with one of the following notations:
1. "Revise and Resubmit"
 2. "Not Approved"
- N. Upon return of a submittal marked "Revise and Resubmit", CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Not Approved" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- O. Any related Work performed or equipment installed without an "Approved" or "Approved as Corrected" Shop Drawing will be at the sole responsibility of the CONTRACTOR.
- P. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for the time required to make delivery of material or equipment after data covering such is approved. CONTRACTOR shall assume the risk for all materials or equipment which are fabricated or delivered prior to the approval of Shop Drawings. Materials or equipment will not be included in periodic progress payments until approval thereof has been obtained in the specified manner.
- Q. ENGINEER will review and process all submittals promptly, but a reasonable time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to CONTRACTOR.
- R. It is CONTRACTOR'S responsibility to review submittals made by his suppliers and Subcontractors before transmitting them to ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance with his desires and that there is sufficient information about materials and equipment for ENGINEER to determine compliance with the Contract Documents. Incomplete or inadequate submittals will be returned for revision without review.

- S. CONTRACTOR shall furnish required submittals with complete information and accuracy in order to achieve required approval of an item within three submittals. All costs to ENGINEER involved with subsequent submittals of Shop Drawings, Samples or other items requiring approval, will be backcharged to CONTRACTOR, at the rate of 3.0 times direct technical labor cost, by deducting such costs from payments due CONTRACTOR for Work completed. In the event that CONTRACTOR requests a substitution for a previously approved item, all of ENGINEER'S costs in the reviewing and approval of the substitution will be backcharged to CONTRACTOR unless the need for such substitution is beyond the control of CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01421

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. When a reference standard is specified, comply with requirements and recommendations stated in that standard, except when they are modified by the Contract Documents, or when applicable laws, ordinances, rules, regulations or codes establish stricter standards. The latest provisions of applicable standards shall apply to the Work, unless otherwise specified. Reference standards include, but are not necessarily limited to, the following:
1. American Association of State Highway and Transportation Officials.
 2. American Concrete Institute.
 3. American Gear Manufacturers Association.
 4. American Institute of Steel Construction.
 5. American Iron and Steel Institute.
 6. American National Standards Institute.
 7. American Society of Heating, Refrigerating and Air Conditioning Engineers.
 8. American Society of Mechanical Engineers.
 9. American Society for Testing and Materials.
 10. American Water Works Association.
 11. American Welding Society.
 12. Concrete Reinforcing Steel Institute.
 13. Factory Mutual Research Corporation.
 14. Institute of Electrical and Electronics Engineers.
 15. National Electrical Manufacturer's Association.
 16. Occupational Safety and Health Administration.
 17. National Fire Protection Association.
 18. Prestressed Concrete Institute.
 19. Underwriters' Laboratories, Inc.
 20. NSF International.
 21. International Organization for Standardization (ISO).
 22. SSPC: The Society for Protective Coatings.
 23. American Petroleum Institute.
 24. NACE International.
 25. All other applicable standards listed in the Specifications, and the standards of utility service companies, where applicable.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01422

ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 ABBREVIATIONS

A. Common abbreviations which may be found in the Specifications are:

alternating current	a-c	foot-pound	ft-lb
ante meridiem	am	gallon	gal
ampere	A	gallons per minute	gpm
average	avg	gallons per second	gps
		gram	g
biochemical oxygen demand	BOD		
brake horsepower	bhp	Hertz	Hz
British thermal unit	Btu	hour	hr
		horsepower	hp
Centigrade	°C		
Company	Co	inch	in.
cubic inch	cu in	inch-pound	in.-lb
cubic foot	cu ft	inside diameter	id
cubic yard	cu yd		
cubic feet per minute	cfm	kilovolt-ampere	kva
cubic feet per second	cfs	kilowatt	kw
		kilowatt-hour	hw hr
decibel	db		
degree Centigrade		linear foot	lin ft
(or Celsius) (say)	20°C	liter	l
degree Fahrenheit (say)	68°F		
diameter	diam	maximum	max
direct current	d-c	mercury	Hg
dollars	\$	milligram	mg
		milligrams per liter	mg/l
each	ea	milliliter	ml
efficiency	eff	millimeter	mm
		million gallon	mil
Fahrenheit	EF	million gallons per day	mgd
feet	ft	minimum	min
feet per hour	fph		
feet per minute	fpm	net positive suction head	npsh
feet per second	fps	number	No.
Figure	Fig	National Pipe Threads	NPT
flange	flg		

ounce	oz	specific gravity	sp gr
outside diameter	od	square	sq
		square foot	sq ft
parts per million	ppm	square inch	sq in
post meridiem	pm	square yard	sq yd
pound	lb	standard	std
pounds per square foot	psf	standard cubic feet	
pounds per square inch		per minute	scfm
absolute	psia		
pounds per square inch		total dynamic head	tdh
gage	psig	totally-enclosed-	
		fan-cooled	tefc
revolutions per minute	rpm		
		volt	v
second	sec		

1.02 ORGANIZATION ABBREVIATIONS

A. Abbreviations of organizations which may be used in these Specifications are:

ACS	American Chemical Society
ACI	American Concrete Institute
AGMA	American Gear Manufacturers Association
AIChE	American Institute of Chemical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASTM	American Society for Testing and Materials
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
AWWA	American Water Works Association
AWS	American Welding Society
CRSI	Concrete Reinforcing Steel Institute
ECWA	Erie County Water Authority
EPA	Environmental Protection Agency
FM	Factory Mutual Research Corporation
HEW	Department of Health, Education and Welfare
HUD	Department of Housing and Urban Development
IEEE	Institute of Electrical and Electronic Engineers
IRI	Industrial Risk Insurance
NAAMM	National Association of Architectural Metal Manufacturers

NACE	NACE International
NARUC	National Association of Railroad and Utilities Commissioners
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PCI	Precast Concrete Institute
SMACNA	Sheet Metal and Air Conditioning National Association
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories, Inc.
USGS	United States Geological Survey
USPHS	United States Public Health Service
WWEMA	Water and Wastewater Equipment Manufacturers Association

1.03 MISCELLANEOUS ABBREVIATIONS

ACP	Asbestos Cement Pipe
DIP	Ductile Iron Pipe
mj	mechanical joint
PCCP	Prestressed Concrete Cylinder Pipe
pe	plain end
PVC	Polyvinyl Chloride Pipe
s	spigot
w/	with

1.04 SYMBOLS

- A. Refer to Drawings for symbols used on the Contract Drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01630P

SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Requests for review of a substitution shall conform to the requirements of the Procurement General Conditions and shall contain complete data substantiating compliance of proposed substitution with Procurement Documents.

1.02 CONTRACTOR'S OPTIONS

- A. For materials or equipment (hereinafter products) specified only by reference standard, select product meeting that standard, by any manufacturer, fabricator, supplier or distributor (hereinafter manufacturer). To the maximum extent possible, provide products of the same generic kind from a single source.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with Specifications.
- C. For products specified by naming one or more products or manufacturers and stating "or equal", submit a request for a substitution for any product or manufacturer which is not specifically named.
- D. For products specified by naming only one product or manufacturer and followed by words indicating that no substitution is permitted, there is no option and no substitution will be allowed.
- E. Where more than one choice is available as a CONTRACTOR'S option, select product which is compatible with other products already selected or specified.

1.03 SUBSTITUTIONS

- A. During a period of 30 days after date of commencement of Contract Time, ENGINEER will consider written requests from CONTRACTOR for substitution of products or manufacturers, and construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of product or other conditions beyond control of CONTRACTOR.
- B. Submit 5 copies of request for substitution. Submit separate request for each substitution. In addition to requirements set forth in Article 6.05 of General Conditions, include in request the following:

1. For products or manufacturers:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature with product description, performance and test data, and reference standards.
 - c. Samples, if appropriate.
 - d. Name and address of similar projects on which product was used, and date of installation.
 2. For construction methods (if specified):
 - a. Detailed description of proposed method.
 - b. Drawings illustrating method.
 3. Such other data as the ENGINEER may require to establish that the proposed substitution is equal to the product, manufacturer or method specified.
- C. In making request for substitution, CONTRACTOR represents that:
1. CONTRACTOR has investigated proposed substitution, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified.
 2. CONTRACTOR will provide the same or better guarantees or warranties for proposed substitution as for product, manufacturer or method specified.
 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. A proposed substitution will not be accepted if:
1. Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
 2. It will delay completion of the Work, or the work of other contractors.
 3. It is indicated or implied on a Shop Drawing and is not accompanied by a formal request for substitution from CONTRACTOR.
- E. If the ENGINEER determines that a proposed substitute is not equal to that specified, CONTRACTOR shall furnish the product, manufacturer or method specified at no additional cost to OWNER.
- F. Approval of a substitution will not relieve CONTRACTOR from the requirement for submission of Shop Drawings as set forth in the Procurement Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01640P

TRANSPORTATION AND HANDLING OF MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR shall make all arrangements for transportation, delivery and handling of equipment and materials required for furnishing and delivering the Goods and Services.
- B. Shipments of materials shall be delivered to the Point of Delivery only during regular working hours.
- C. If necessary to move stored materials and equipment, CONTRACTOR shall move, or cause to be moved, materials and equipment without any additional compensation.

1.02 DELIVERY

- A. Arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with Work and conditions at Point of Delivery and to accommodate the following:
 - 1. Work of other contractors, or OWNER.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. OWNER'S use of premises.
 - 6. Work under other construction projects on OWNER'S site.
- C. Do not have products delivered to Point of Delivery until related Shop Drawings have been approved by the ENGINEER.
- D. Do not have products delivered to Point of Delivery until required storage facilities have been provided.
- E. Have products delivered to Point of Delivery in manufacturer's original, unopened, labeled containers. Keep ENGINEER informed of delivery of all equipment to be incorporated in the Work.
- F. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.

- G. Immediately on delivery, inspect shipment to assure:
1. Product complies with requirements of Contract Documents and reviewed submittals.
 2. Quantities are correct.
 3. Containers and packages are intact, labels are legible.
 4. Products are properly protected and undamaged.

1.03 PRODUCT HANDLING

- A. Provide equipment and personnel necessary to handle products by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or overstressing.
- D. Lift heavy components only at designated lifting points.
- E. Materials and equipment shall at all times be handled in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them. Do not drop, roll or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01730

INSTALLATION DATA

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Installation data is defined as written instruction; drawings; illustrative, wiring and schematic diagrams; diagrams identifying external connections, terminal block numbers and internal wiring; and all other such information pertaining to the location of materials and equipment that is not furnished with Shop Drawings. Included are all printed manufacturers installation instructions, including those that may be attached to equipment and for which review by the ENGINEER is not required.

1.02 SUBMITTAL

- A. CONTRACTOR shall submit one copy of all such data to the ENGINEER for each piece of equipment which he furnished and for all other construction products for which such information is available from the manufacturer. Data shall be acceptably identified and accompanied with a letter of transmittal.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01781P

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide operation and maintenance data in the form of instructional manuals for use by the OWNER'S personnel for:
1. All equipment and systems furnished under this Contract.
 2. All valves, gates and related accessories furnished under this Contract.
 3. All instruments and control devices furnished under this Contract.
 4. All electrical gear.
- B. Definitions:
1. Operation and Maintenance Data:
 - a. The term "operation and maintenance data" includes all product related information and documents which are required for preparation of the plant operation and maintenance manual. It also includes all data which must accompany said manual as directed by current regulations of any participating government agency.
 - b. Required operation and maintenance data includes, but is not limited to, the following:
 - 1) Complete, detailed written operating instruction for each product or piece of equipment including: equipment function; operating characteristics; limiting conditions; operating instructions for startup, normal and emergency conditions; regulation and control; and shutdown.
 - 2) Complete, detailed written preventive maintenance instructions as defined below.
 - 3) Recommended spare parts lists and local sources of supply for parts.
 - 4) Written explanations of all safety considerations relating to operation and maintenance procedures.
 - 5) Name, address and phone number of manufacturer, manufacturer's local service representative, and Subcontractor or installer.
 - 6) Copy of all approved Shop Drawings, and copy of warranty bond and service contract as applicable.

2. Preventive Maintenance Instructions:
 - a. The term “preventive maintenance instructions” includes all information and instructions required to keep a product or piece of equipment properly lubricated, adjusted and maintained so that the item functions economically throughout its full design life.
 - b. Preventive maintenance instructions include, but are not limited to, the following:
 - 1) A written explanation with illustrations for each preventive maintenance task.
 - 2) Recommended schedule for execution of preventive maintenance tasks.
 - 3) Lubrication charts.
 - 4) Table of alternative lubricants.
 - 5) Trouble shooting instructions.
 - 6) List of required maintenance tools and equipment.

C. Submittals:

2. General: Submit operations and maintenance data to the ENGINEER within 90 days after approval of Shop Drawings.
3. Number of copies: one of each item.
4. Letter of Transmittal: Provide a letter of transmittal with each submittal and include the following in the letter:
 - a. Date of submittal.
 - b. Contract title and number.
 - c. CONTRACTOR’S name and address.
 - d. A list of the attachments and the Specification Sections to which they relate.
 - e. Reference to or explanation of related submittals already made or to be made at a future date
5. Format Requirements:
 - a. Use 8½-inch by 11-inch paper of high rag content and quality. Larger drawings or illustrations are acceptable if neatly folded to the specified size in a manner which will permit easy unfolding without removal from the finder. Provide reinforced punched binder tab. Or provide fly-leaf for each product.
 - b. All text must be legible typewritten or machine printed originals or high quality copies of same.
 - c. Each page shall have a binding margin of approximately 1½ inches and be punched for placement in a three ring looseleaf or triple post binder. Provide binders. Identify each binder with the following:
 - 1) Title “OPERATING AND MAINTENANCE INSTRUCTIONS”.
 - 2) Title of project.

- 3) Identity of building or structure as applicable.
 - 4) Identity of general subject matter covered.
- d. Use dividers and indexed tabs between major categories of information such as operating instructions, preventive maintenance instructions, or other. When necessary, place each major category in a separate binder.
 - e. Provide a table of contents for each binder.
 - f. Identify products by their functional names in the table of contents and at least once in each chapter or section. Thereafter, abbreviations and acronyms may be used if their meaning is explained in a table in the back of each binder. Use of model or catalog numbers or letters for identification is not acceptable.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 15125P

WATER METERS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope:

The CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to furnish and deliver all water meters ordered by the Erie County Water Authority.

1.02 QUALITY ASSURANCE

A. Reference Standards:

Water meters shall comply with the applicable requirements, provisions and recommendations of the following standards, latest revision, except as modified herein.

1. AWWA C700, Cold-Water Meters-Displacement Type.
2. AWWA C701, Cold-Water Meters-Turbine Type.
3. AWWA C702, Cold-Water Meters-Compound Type.
4. AWWA C703, Cold-Water Meters-Fire Service Type.
5. AWWA C707, Encoder Type Remote Registration Systems for Cold Water Meters.
6. AWWA Manual M6, Water Meters-Selection, Installation, Testing and Maintenance.

B. Warranty:

Water meters shall be guaranteed against manufacturing defects in workmanship and materials. The water meter manufacturer's most current nationally published minimum warranty periods (from the date of purchase) shall be as follows:

1. 5/8-inch meters: 10 years, 1,000,000 gallons of registration.
2. 3/4-inch meters: 10 years, 1,500,000 gallons of registration.
3. 1-inch meters: 10 years, 2,000,000 gallons of registration.
4. 1 1/2-inch and larger meters: 1 year.
5. Strainers: 1 year

C. Manufacturer's Qualifications:

Water meter manufacturer shall have a minimum of five years production and field experience with all sizes, makes and types of all meters and registers bid. Water meter manufacturers shall be able to provide a full product line of all meter styles bid.

- D. Made in America:
All meters and meter parts shall be manufactured and assembled in the United States of America.

1.03 METER CERTIFICATIONS

- A. All meters shall be furnished with individual accuracy test certificates summarizing meter accuracy at all test flow rates in conformance with the appropriate AWWA standard. Manufacturer shall provide a copy of the National Type Evaluation Program (NTEP) Certificate of Conformance (COC) certifying approval in New York State.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All meters shall be tested by the manufacturer for compliance with the accuracy of registration requirements of the appropriate AWWA standard in accordance with AWWA Manual M6, Water Meters – Selection, Installation, Testing, and Maintenance.
- B. The name of the manufacturer, size, and model of the meter and arrows indicating the direction of flow shall be cast in raised letters or stamped on each meter.
- C. All meter maincases shall be made of lead-free alloy as defined by NSF/ANSI 61, Annex G and F. All lead-free maincases shall be guaranteed free from manufacturing defects in workmanship and materials for the life of the meter.
- D. Meters shall have a minimum rated working pressure of 150 psi.
- E. All fasteners shall be stainless steel or bronze.
- F. All meter components and assemblies shall be interchangeable with meters of the same size and model.
- G. All meters, encoder registers, and radio transmitters shall be compatible with the existing Neptune handheld system and mobile data collector currently installed at ECWA.
- H. Manufacturers shall provide only one model of meter which complies with these specifications.

2.02 REGISTERS

- A. General
 - 1. These specifications cover a self-contained solid state absolute encoder register metering system designed to obtain remote simultaneous water meter

- registration that is guaranteed to exactly match the registration on the register odometer.
2. The metering information shall be obtained through a remotely located receptacle or Meter Interface Unit (MIU) using a compatible data capture system.
 3. The above system shall be configured as follows.
 - a. Solid-state absolute encoder meter register.
 - 1) Direct mounting, electromagnetically encoded measuring element into an electronic solid-state odometer.
 - 2) Encoder shall provide value-added flow data including leak, tamper, and backflow detection when connected to a compatible RF AMR MIU.
 - 3) Batteries and digital counters using volatile memory are not allowed.
 - 4) Encoder register shall display flow rate information at register.
 - b. Remotely mounted receptacle or MIU providing a communication link for transmission of information from the register.
 - c. Data acquisition equipment with which the above components can be interrogated. Such equipment shall be configured in two types.
 - 1) A device that captures information and displays it visually to confirm correct system installation and wiring.
 - 2) A device that is pre-programmed with route information and is capable of storing collected data in solid-state memory. This device shall also electronically transfer the data for use by the utility billing computer.

2.03 ENCODER REGISTER UNIT

- A. Registration.
 1. The register shall provide at least a nine-digit visual registration at the meter.
 2. The unit shall provide an eight-digit meter reading for transmission through the radio MIU.
 3. The dial shall have a high resolution nine-digit LCD display for meter testing.
 4. The register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through an ASCII format to the RF AMR/AMI MIU.
 5. The register shall provide reverse flow detection, communicated as ASCII format data to the RF AMR/AMI MIU.
 6. Reverse flow detection shall be calculated based on 15-minute interval consumption.
 7. The register shall provide an indication of days of zero consumption, communicated as ASCII format data to the RF AMR/AMI MIU.
 8. Internal batteries shall not be allowed.

9. The manufacturer shall guarantee that the reading obtained electronically matches the LCD odometer reading on the register and that the manufacturer shall pay the difference at the current rate whenever a discrepancy appears.
 10. The register shall accumulate and register consumption without connecting to a receptacle or MIU.
 11. The register shall display flow rate information.
- B. Mechanical Construction.
1. The registers shall be manufactured in two different versions: one for inside set application, and one for pit set.
- C. Inside Set Version.
1. The unit must be constructed of high strength polycarbonate and possess a hermetic sonic weld seal. Registers for inside set applications should be oil-free designs.
 2. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof seal pin shall be used to secure the register to the maincase.
 3. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service.
 4. Provision shall be made in the register for the use of seal wires to further secure the register.
 5. Terminal screws must be accessible on the register for transmission wire connection to the remote receptacle or a future AMR system. A permanently potted wire connection shall be available for pit set meters application.
- D. Pit Set Version.
1. The unit must be constructed in a roll-sealed copper and glass lens assembly.
 2. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof seal pin shall be used to secure the register to the maincase.
 3. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service.
 4. Provision shall be made in the register for the use of seal wires to further secure the register.
 5. Terminal connections must be permanently potted so that the terminal cover cannot be removed.
- E. Electrical Construction.
1. The solid-state absolute encoder register shall incorporate an Application Specific Integrated Circuit (ASIC) and firmware designed to verify accurate measurement, information transmission, and data integrity.
 2. Connection shall be made to the register by three screw-type terminals sonically inserted into the register top. Access to the terminals shall be

available to all models of register with the exception of a permanently potted version. A port cover shall be provided to cover the terminals after they have been wired.

F. Meter Reading Information.

1. The solid-state absolute encoder register shall provide to the reading equipment an eight-digit meter reading.
2. The solid-state absolute encoder register shall provide additional value-added information remotely when connected to a radio MIU (i.e. detailed leak detection data, days of leak state, days of no consumption, and backflow indication). This information shall be communicated through the encoder protocol and RF MIU to the route management software to allow the seamless integration of data into a CIS package.

2.04 INTEGRATED UNIT

A. Integrated Unit – Inside Set.

1. The integrated MIU housing shall be constructed of a polycarbonate plastic compound and be capable of mounting indoors.
2. The MIU shall be designed with an internal antenna.
3. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
4. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) with a humidity factor of 0 to 95%.
5. The encoder circuit board will be coated for moisture protection.
6. The radio circuit board and battery will be protected by encapsulation in a hard potting.
7. The unit must retrofit to existing installations.
8. The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

B. Integrated Unit – Pit Set.

1. The MIU shall be sealed in a roll-sealed copper can and glass lens to allow for submersion in a flooded pit environment.
2. For pit or vault applications, the MIU shall be designed with an internal antenna.
3. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
4. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity factor of 0 to 100% condensing.
5. The radio circuit board and battery will be protected by a hard potting material.

6. The device shall be designed for an optional remote antenna capable of being installed through the industry standard 1¼-inch hole in the pit lid for maximum transmission range.
7. The optional through-the-lid antenna will be capable of mounting to various thicknesses of pit lids from ½-inch to 2½-inch and various distances from meters.
8. The optional through-the-pit-lid antenna shall be rigid in design to withstand traffic and shall have a dual-seal connection to the MIU housing.
9. The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

C. Operation Specifications.

1. The MIU shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.
2. To minimize the potential for RF interference from other devices, the MIU shall transmit using the frequency hopping, spread spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed band.
3. For ease of implementation, the system shall not require any special licensing, including licenses from the FCC. The system must, therefore, operate in the 902 MHz to 928 MHz unlicensed band.
4. The system must be expandable at any time without getting authorization from FCC.
5. No wake-up tone shall be necessary.
6. No MIU programming shall be necessary for installation.
7. The MIU shall provide 8-digit reading resolution from Neptune E-Coder as well as other absolute encoders using Sensus UI-1203 protocol in mobile as well as fixed network data collection applications, simultaneously, without need for programming.
8. The MIU shall read the encoded register at 15-minute intervals to provide accurate leak and reverse flow detection using 8-digit resolution reads.
9. The MIU shall transmit readings from the encoder that are not older than 15 minutes.
10. The MIU shall transmit the meter reading continuously at a predetermined transmission interval.
11. The MIU shall transmit fixed network messages every 7½ minutes – standard. No programming shall be necessary to activate transmission of fixed network messages.
12. The fixed network message shall include multiple meter readings for redundancy to improve read success rates.
13. The MIU shall transmit mobile messages every 14 seconds – standard. No programming shall be necessary to activate or revert to transmission of mobile messages.

14. Power shall be supplied to the MIU by a lithium battery with capacitor. The vendor shall warrant that the MIUs shall be free of manufacture and design defects for a period of twenty (20) years – the first ten (10) years from the date of shipment from factory without prorating and the second ten (10) years with prorating, as long as the MIU is working under the environmental and meter reading conditions specified.
15. The number of radio-based meter reads performed must not affect the battery life.
16. The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
17. The battery shall be a fully potted component of the MIU with no external wires.
18. For reliability and meter reading integrity, the vendor shall be the sole manufacturer of the different components of the system (water meters, RF MIUs, meter reading equipment, and meter reading software) and provide a turnkey system offering to the utility.
19. In the event of a cut wire, the MIU shall not send the last good read as this can lead to mis-billing. The MIU shall transmit a trouble code in lieu of the meter reading.
20. Tamper – if wiring has been disconnected, a “non-reading” shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.
21. Each device shall have unique preprogrammed identification numbers of ten (10) characters. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and barcode form. The label shall also display FCC approval information, manufacturer’s designation, and date of manufacture.
22. The MIU shall transmit the encoder meter reading and a unique MIU ID number.
23. The MIU shall interface to Neptune ARB V[®], ProRead[™] E-Coder or Sensus UI-1203 communication protocol absolute encoder registers via a 3-conductor wire without need for special configuration to the MIU.
24. The MIU shall be mounted per the manufacturer’s installation instructions.
25. The handheld reading equipment shall provide a test mode to verify proper operation of the MIU by displaying the MIU ID number and meter reading.
26. The MIU shall be capable of being received by either a handheld receiver, mobile receiver, or fixed network receiver without special configuration, programming of operation modes, or remanufacture.

2.05 DISPLACEMENT TYPE METERS

A. General.

1. All cold water meters (displacement type - magnetic drive 5/8” - 2”) furnished shall be produced from an ISO 9001 manufacturing facility and

conform to the "Standard Specifications for Cold Water Meters" C700, latest revision issued by AWWA or as otherwise stated..

B. Type.

1. Only magnetic-driven, positive displacement meters of the flat nutating disc type will be accepted because of enhanced low flow accuracy performance.

C. Size, Capacity, Length.

1. The size, capacity, and meter lengths shall be as specified in AWWA Standard C700 (latest revision). The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision.
2. All meter maincases shall be made of a no-lead high copper alloy containing a minimum of 85% copper that meets the ANSI/NSF 61 standard. The serial number should be stamped between the outlet port of the maincase and the register. Maincase markings shall be cast raised and shall indicate size, model, direction of flow, and NSF 61 certification. Plastic maincases are not acceptable.
3. Maincases for $\frac{5}{8}$ -inch, $\frac{3}{4}$ -inch and 1-inch meters shall be of the removable bottom cap type with the bottom cap secured by four (4) bolts on $\frac{5}{8}$ -inch and $\frac{3}{4}$ -inch sizes and six (6) bolts on the 1-inch size. Intermediate meter maincases shall also be made of the same lead-free brass material in sizes 1½-inch and 2-inch with a cover secured to the maincase with eight (8) bolts. Meters with a frost plug, a screw-on design or no bottom cap shall not be accepted in $\frac{5}{8}$ -inch – 1-inch sizes. The $\frac{5}{8}$ -inch meters shall have a cast iron bottom cap.
4. All no-lead maincases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.
5. All meters must be adaptable to a field programmable absolute encoder register without interruption of the customer's service.

D. Bolts.

1. All maincase bolts shall be of 300 series non-magnetic stainless steel to prevent corrosion.

E. Measuring chamber.

1. The measuring chamber shall be of a 2-piece snap-joint type with no fasteners allowed. The chamber shall be made of a non-hydrolyzing synthetic polymer.
2. The control block shall be the same material as the measuring chamber and be located on the top of the chamber. The control block shall be located after the strainer.
3. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an "O" ring gasket.
4. The flat nutating disc shall be a single piece made from non-hydrolyzing synthetic polymer and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller located

within the disc slot. The thrust roller head shall roll on the buttressed track provided by the diaphragm.

5. The chamber shall be warranted for 10 years against freeze damage if the meter has been equipped with a frost proof cast iron bottom cap.

F. Strainers.

1. All meters shall contain a removable polypropylene plastic strainer screen. The strainer shall be located near the maincase inlet port, before the measuring chamber. The strainer shall also function as the device that holds the measuring chamber in place within the maincase. Straps or other types of fasteners shall not be accepted

G. Performance.

1. To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700.
2. All meters shall be warranted as follows.

Size	Low Flow	Low Flow New Meter Accuracy	Low Flow Repaired Meter Accuracy
5/8"	1/8 gpm @ 95%	5 Years or 500 KGal	15 Years or 1.5 MGal
3/4"	1/4 gpm @ 95%	5 Years or 750 KGal	15 Years or 2.3 MGal
1"	3/8 gpm @ 95%	5 Years or 1 MGal	15 Years or 3 MGal
1 1/2"	3/4 gpm @ 95%	2 Years or 1.6 MGal	12 Years or 5 MGal
2"	1 gpm @ 95%	2 Years or 2.7 MGal	12 Years or 8 Mgal

3. Normal meter operating range shall be as follows.

Size	Accuracy Range ± 1.5%
5/8"	1/2 - 20 gpm
3/4"	3/4 - 30 gpm
1"	1 - 50 gpm
1 1/2"	2 - 100 gpm
2"	2-1/2 - 160 gpm

H. Manufacturer.

1. Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and of what percentage of the meter register, chamber, and maincase is manufactured in the United States.

I. Systems Guarantee.

1. All meters shall be guaranteed upgradeable to the following Neptune systems without interruption of the customer's service.

ProRead™ (ARB® VI) AutoDetect Absolute Encoder

E-Coder™ (ARB VII) Solid State Absolute Encoder

R900i E-Coder™ Integrated Solid State Absolute Encoder
R900® Meter Interface Unit
FloSearch® II
Tricon/E3®
Tricon

- J. Double Check Backflow Meter.
 - 1. Backflow meter delivers a positive drip-tight seal featuring two stainless steel spring-loaded check valves for protection from the reverse flow of nonpotable liquids.
 - 2. Maximum operating pressure of 175 psi.

2.06 TURBINE TYPE METERS

- A. General.
 - 1. Meters shall comply with AWWA C701, Cold-Water Meters-Turbine Type for Customer Service, except as modified herein.
 - 2. Meters shall be HP Turbine water meters as manufactured by Neptune Technologies Group, Inc., or equal.

- B. Construction.
 - 1. Meters shall consist of a register, a maincase and a measuring mechanism.
 - 2. Maincases shall be made of lead-free alloy as defined by NSF/ANSI 61, Annex G and F.
 - 3. Meters shall be of the inline horizontal axis type per AWWA Class II turbines.
 - 4. 2-inch meters shall have oval flanged connections and meters 3-inch and larger shall have round flanged connections.
 - 5. The meter shall meet the following requirements.

<u>Meter Size</u>	<u>Maximum Length</u>	<u>Meter Flow @ Normal Operating Range</u>
2-inch	10 inches	4 - 200 gpm
3-inch	12 inches	5 - 450 gpm
4-inch	14 inches	10 - 1200 gpm
6-inch	18 inches	20 - 2500 gpm
8-inch	20 inches	35 - 4000 gpm
10-inch	26 inches	50 - 6500 gpm

- 6. Registers shall comply with Subsection 2.02.

- C. Measuring Mechanism.
 - 1. The measuring mechanism shall be an in-line, horizontal axis turbine.
 - 2. The turbine shall have a UME design to allow the maincase cover, register, and measuring element to be easily field-removable without unbolting flanges.

3. The measuring mechanism shall be readily removable from the maincase as a separate unit(s).
4. The intermediate gear train shall be directly coupled to the turbine rotor and shall be magnetically coupled to the register through the maincase.

2.07 COMPOUND TYPE METERS

A. General.

1. Meters shall comply with AWWA C702, Cold-Water Meters - Compound Type, except as modified herein.
2. Meters shall be Tru/Flo Compound water meters as manufactured by Neptune Technologies Group, Inc., or equal.

B. Construction.

1. Meters shall consist of two registers which totalize independently, a maincase, an automatic valve and a compound measuring mechanism.
2. Maincases shall be of cast bronze construction and meet NSF/ANSI 61 certification.
3. Meters shall have round flanged connections.
4. The overall length of the meter shall not exceed the following:

<u>Meter Size</u>	<u>Maximum Length</u>
3-inch	17 inches
4-inch	20 inches
6-inch	24 inches

5. Maincases shall be provided with a test plug for field-testing purposes.
6. Meters shall be furnished without strainers.
7. Registers shall comply with Subsection 2.02.
8. The compound meter shall have a UME design to allow the maincase cover, register, and measuring element to be easily field-removable without unbolting flanges.

C. Measuring Mechanism.

1. The measuring mechanism shall consist of a displacement type measuring mechanism for measuring low rates of flow and a turbine type measuring mechanism for measuring high rates of flow.
2. The displacement type and turbine type measuring mechanisms shall comply with the applicable provisions of Subsections 2.03 and 2.04 respectively.
3. The measuring mechanism(s) shall be readily removable from the maincase as a separate unit(s).
4. The automatic valve shall transfer flow from between the displacement and turbine measuring elements, minimizing the accuracy loss in the changeover range.

2.08 FIRE SERVICE TURBINE TYPE METERS

A. General.

1. Meters shall comply with AWWA C703, Cold-Water Meters - Fire Service Type, except as modified herein.
2. Meters shall be Fire Service Turbine water meters as manufactured by Neptune Technologies Group, Inc., or equal.
3. Meters shall be Underwriter's Laboratory (UL) listed and Factory Mutual (FM) approved. The UL and FM symbols and listing numbers shall be indicated on the meter and strainer.

B. Construction.

1. Meters shall consist of a Class II turbine type meter and a fire service strainer. Proportional type meters are not acceptable.
2. Turbine type meters shall comply with Subsection 2.04.
3. Strainers shall have stainless steel screens which provide a minimum net open area of four times the pipe open area. Strainers shall have round flanged connections.
4. The meter shall meet the following requirements:

<u>Meter Size</u>	<u>Maximum Length</u>	<u>Meter Flow @ Normal Operating Range</u>
3-inch	26- ¹ / ₈ inches	5 - 450 gpm
4-inch	35 inches	10 - 1200 gpm
6-inch	44- ⁷ / ₈ inches	20 - 2500 gpm
8-inch	51- ⁵ / ₁₆ inches	35 - 4000 gpm
10-inch	56 inches	50 - 6500 gpm

2.09 FIRE SERVICE COMPOUND TYPE METERS

A. General.

1. All meters furnished shall be manufactured by a registered ISO 9001 quality standard facility. Acceptable meters shall have a minimum of fifteen years of successful field use. All specifications meet or exceed the latest revision of AWWA C703.

B. Type.

1. Meters shall consist of a combination of an AWWA Class II in-line horizontal axis turbine for measuring high rates of flow and a positive displacement bypass meter conforming to AWWA C700 for measuring low rates of flow. An automatic valve shall direct the flow from the bypass meter to the mainline meter as flow rates increase and back to the bypass meter as flow rates decrease. All components of the meter assembly shall be both UL (Underwriter's Laboratory) Listed and FM (Factory Mutual) approved for fire service use.

C. Capacity.

1. The capacity of the meters in terms of normal operating range, maximum rate for continuous use, maximum loss of head, and extended low flow capability is as follows.

Size	Normal Operating Range (gpm)	Maximum Rate for Continuous Use (gpm)	Maximum Loss of Head @ Max Rate (psi)	Extended Low Flow (gpm)
4"	¾ - 1200	1200	9	¾
6"	1½ - 2500	2500	10.5	¾
8"	2 - 4000	4000	10.5	1
10"	2 - 6500	6500	9	1

D. Size.

1. The size of meters shall be determined by the nominal size (in inches) of the opening in the inlet and outlet flanges. Overall lengths of the meters shall be as follows.

Meter Size	Laying Length
4"	33"
6"	45"
8"	53"
10"	68"

E. Case and Cover.

1. The meter body, strainer body, and valve body shall 300-series stainless steel.
2. The meter body shall be welded to the valve body effecting a uni-body construction with the valve. The strainer outlet and meter inlet shall be connected by a Style 77 Victaulic or other UL Listed/FM Approved grooved coupling. The meter assembly shall have a rated working pressure of 175 psi.
3. The meter cover shall be cast of a NSF/ANSI 60, annex G and F lead-free alloy containing a minimum of 85% copper. An arrow indicating direction of flow shall be cast in raised characters on the cover. The cover shall have a rated working pressure of 175 psi. The cover shall contain a calibration vane for the purpose of calibrating the turbine measuring element while in-line and under pressure. The calibration vane shall be mounted under the register that is attached in a tamper-resistant manner.

F. Strainer.

1. Meters shall be supplied with a strainer designed and approved for the fire service use by UL and FM, and shall have a rated working pressure of 175 psig.
2. The Strainer shall be constructed of 300-series stainless steel. The strainer basket shall be constructed of AISI Type 18-8 stainless steel. The strainer shall contain a flushing port located near its bottom to facilitate easy cleaning.

- G. External Bolts.
 - 1. Meter cover bolts shall be made of AISI Type 316 stainless steel. All other bolts shall be 300-series stainless steel.
- H. Connections.
 - 1. Inlet and outlet flanges shall be round flanged per AWWA C207, Class D.
- I. Registers.
 - 1. Registers shall be permanently roll-sealed in a copper can and glass lens, straight reading in gallons. Registers shall be removable for replacement without interruption of the service line.
- J. Register Boxes.
 - 1. Register boxes and covers shall be of bronze composition. The name of the manufacturer and the meter serial number shall be clearly identifiable and located on the register box covers.
- K. Register Box Sealing.
 - 1. The register box shall be affixed to the top cover by means of a plastic tamperproof seal pin that must be destroyed in order to remove the register.
- L. Meter Serial Number.
 - 1. The meter serial number shall be on the meter flange or cover and on register box covers.
- M. Unitized Measuring Element.
 - 1. A UME is a complete assembly, factory calibrated to AWWA Standards that includes the cover, registers, and a turbine measuring element. It shall be easily field removable from the meter body without the requirement of unbolting flanges.
- N. Intermediate Gear Train.
 - 1. The intermediate gear train shall be directly coupled to the turbine rotor and magnetically coupled to the register through the meter cover. The gear train shall be housed within the turbine measuring chamber. All moving parts of the gear train shall be made of a self-lubricating polymer or AISI Type 316 stainless steel for operation in water.

- O. Bypass Meter.
1. The bypass meter shall be of a positive displacement, nutating disc type. The bypass meter may be piped on the left or right side of the assembly. The bypass meter shall conform to AWWA C700 standards in the following sizes:

<u>Mainline Size</u>	<u>Meter Size</u>
4" Mainline	1" Bypass Meter
6" Mainline	1½" Bypass Meter
8" & 10" Mainline	2" Bypass Meter

- P. Automatic Valve.
1. The automatic valve shall be of the spring-loaded, knuckle-joint type. All internal linkage parts shall be stainless steel. A vulcanized rubber disc on a stainless steel clapper plate shall seal against a bronze seat. The springs shall be AISI Type 18-8 stainless steel.
 2. The disc meter shall include a self-actuated valve that directs flow through the disc meter at low flow rates, and through the turbine meter at high flow rates. At high flow rates, the self-actuated throttle valve shall restrict the flow through the disc meter to minimize wear.
- Q. Registration Accuracy.
1. Registration accuracy over the normal operating range shall be 98.5% to 101.5%
- R. Remote Capability Options.
1. All meters shall be equipped with encoder remote registers per AWWA C707, and meet all AWWA C703 performance standards.

2.10 STRAINERS

- A. General.
1. All strainers furnished shall be manufactured by a registered ISO 9001 quality standard facility. This specification covers 150 psi working pressure plate-type strainers for use with water meters of 2-inch through 10-inch pipe size. The strainer is to be mounted upstream of the meter to prevent debris such as stones or pebbles greater than $\frac{3}{16}$ -inch in diameter from entering or damaging the meter.

B. General Requirements.

1. The strainer shall be designed for minimum weight and pressure loss and shall be in conformance with the data shown below.

Pipe Size (in)	Laying Length (in)	Maximum Height Base to Center of Flange (in)
2"	7"	2 $\frac{1}{8}$ "
3"	6"	3 $\frac{3}{4}$ "
4"	7 $\frac{1}{2}$ "	4 $\frac{1}{2}$ "
6"	9"	5 $\frac{1}{2}$ "
8"	10"	6 $\frac{3}{4}$ "
10"	15 $\frac{1}{8}$ "	8"

2. The strainer screen shall be made of perforated AISI Type 18-8 stainless steel plate and be shaped for maximum rigidity against forces exerted by the flow stream.
3. The effective straining area shall be at least double that of the meter maincase inlet area.
4. The 2-inch strainer shall be furnished with oval two-bolt flanged connections. Strainers 3-inch and larger shall be furnished with round flanged connections. Bolt circle, bolt hole diameters, and flange dimensions shall be in compliance with meter connection specifications contained in ANSI/AWWA C701.
5. The strainer bodies and covers in sizes 2-inch through 10-inch shall be made from an ANSI/NSF 61 certified no-lead high copper alloy containing a minimum of 85% copper. The manufacturer's name, strainer pipe size, and direction of flow (if required) shall be cast in raised letters and shall be clearly visible.
6. Cover bolts for the 2-inch – 10-inch sizes shall be made of AISI Type 316 stainless steel.
7. Strainer cover shall be equipped with a vent screw to remove trapped air at installation.
8. Acceptable strainers shall be Neptune strainers or approved equal.

2.11 RADIO FREQUENCY METER INTERFACE UNIT (MIU)

A. General.

1. The MIUs must be compact electronic devices connected to the water meters. They shall interrogate the encoder register and transmit the meter reading and other information to a remote reading device. They shall be compatible with Neptune and Invensys absolute encoder registers. The same RF MIUs must be capable of being read by a walk-by handheld computer equipped with a RF interface unit, a mobile system with a unit mounted in a vehicle, and/or a fixed network data collection system. This shall allow an easy migration between the three systems without any change to devices or revisiting the

site. The MIUs shall be attached to new meters, or they shall retrofit existing meters in the field. The MIUs shall be manufactured in both wall and pit models. The wall MIU shall have the ability to be mounted in a basement or on the outside of a house and the pit MIU shall have the ability to be mounted in a pit or an underground vault. The wall MIU shall have a water resistant enclosure and the pit MIU shall be a fully potted waterproof design.

B. Physical/Mechanical Requirements.

1. Wall unit.

- a. The meter interface unit housing shall be constructed of a polycarbonate plastic compound and be capable of mounting both indoors and outdoors on wall or pole. The device must be water-resistant and capable of exposure to spray and splash. The device must be able to withstand a 200-hour salt fog test as specified in NEMA 4 standard.
- b. The device shall provide a location for a tamper deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
- c. The device shall be capable of operating at temperatures of -22°F to 149°F (-30°C to +65°C) with a humidity factor of 0 to 95%.
- d. The circuit board will be coated for moisture protection.
- e. The battery will be protected by encapsulation in a hard potting.
- f. The unit must retrofit to existing installations.
- g. The unit can be mounted either outside the house, inside the house, or directly attached to the meter.
- h. The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

2. Pit unit.

- a. For pit or vault applications, the MIU shall be designed to be installed through the industry standard 1¾-inch hole in the pit lid with no degradation of transmission range. The meter interface unit will be capable of mounting to various thickness of pit lids from ½-inch to 2½-inch.
- b. The device shall be capable of operating at temperatures of -22°F to 149°F (-30°C to +65°C) and operating humidity of 0 to 95%.
- c. The range will not be affected when the pit is flooded.
- d. The circuit board and the battery will be protected by a potting material.
- e. The antenna shall be made of a metallic and polymer material to withstand traffic and shall have a dual seal connection to the MIU housing.
- f. The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

C. Operation Specifications.

1. For reliability and meter reading integrity, the vendor shall be the sole manufacturer of the different components of the system (water meters, RF transmitters, meter reading equipment, and route management software), and provide a turn-key system offering to the utility.
2. The manufacturer will guarantee that the reading obtained electronically matches the mechanical odometer read on the register when the register is interrogated by the MIU and that the manufacturer will pay the difference at the current rates whenever a discrepancy appears. Synchronization of electronic reading and mechanical read for any reason (battery change, register change, cut wire, register roll-over...) is not acceptable.
3. For the purpose of ease of implementation, the system shall not require any special licensing, including licenses from FCC. The system must, therefore, operate in the 902 MHz to 928 MHz unlicensed bandwidth.
4. The system implementation shall not be delayed due to the uncertainty of Federal licensing requirements.
5. The system must be expandable at any time without getting authorization from the FCC.
6. No wake-up tone shall be necessary.
7. To minimize the potential for RF interference from other devices, the MIU shall transmit using the Frequency Hopping Spread Spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed bandwidth.
8. The meter interface unit shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed bandwidth. The output power of the devices will be governed by their conformance with these relevant FCC standards.
9. Output power shall meet FCC Part 15.247 requirements. (min. 100mw).
10. Power shall be supplied to the MIU by a lithium battery. The Vendor shall warrant that any battery provided and installed in the MIUs by the Vendor shall be free of manufacture and design defects for a period of twenty (20) years - the first ten (10) years from their date of shipment from factory without pro-rating, and the second ten (10) years with pro-rating, as long as the MIU is working under the environmental and meter reading conditions specified.
11. The battery life shall not be affected by outside erroneous wake-up tones (i.e. other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
12. The number of reads performed must not affect the battery life.
13. The batteries shall be field replaceable (the replacement shall be demonstrated) and be designed for minimum ten (10) years life expectancy. The MIU shall not require reprogramming if the battery discharges before it is replaced.
14. No MIU programming shall be necessary for installation.

15. The MIUs must be capable of reading two networked Neptune encoder registers at one time.
16. The MIU shall interface to Neptune ARB[®] III, IV, V, ProRead[™] (ARB VI), E-Coder[™] (ARB VII), or Sensus ECR[®] II & III* absolute encoder registers via a 3-conductor wire without need for special configuration to the MIU.
17. The MIU shall not send readings older than an hour. Sending a reading older than an hour when wire is cut is not acceptable, as it can lead to incorrect billing.
18. The MIU shall transmit the meter reading continuously at a predetermined transmission interval for a single encoder register configuration and alternate transmissions with two networked Neptune encoder registers to maximize battery life.
19. Each device shall have two unique pre-programmed identification numbers of 10 characters (meter (1) = HI side and meter (2) = LOW side). ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and BAR code form. The label shall also display FCC approval information, manufacturer's designation, and date of manufacture.
20. The MIU shall transmit the encoder meter reading and a unique MIU ID number.
21. Tamper - If wiring has been disconnected, a "non-reading" shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.
22. The MIU shall be mounted per the manufacturer's installation instructions.
23. The handheld reading equipment shall provide a test mode to verify proper operation of the MIU by displaying the MIU ID number and meter reading.
24. The MIU shall be capable of being received by either a handheld receiver, mobile receiver, or fixed network receiver without special configuration or remanufacture.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

APPENDIX A

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

ERIE COUNTY WATER AUTHORITY

APPENDIX A

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

ERIE COUNTY WATER AUTHORITY

It is the policy of the Authority to foster and encourage minority business enterprise participation in the construction contracts of the Authority. Through the setting of Minority Business Enterprise goals and careful monitoring of CONTRACTOR compliance, the Authority will ensure the fullest possible participation in construction activities by qualified minority and women-owned firms.

Some of the federal and state laws that provide the basis for Equal Employment Opportunity and Affirmative Action are:

1. Title VII, Civil Rights Act of 1964 (as amended by the Equal employment Opportunity Act of 1972): Prohibits employment discrimination because of race, color, sex, religion or national origin.
2. Executive Order 11246 (as amended by the Executive Order 11375): Requires Affirmative Action by all Federal CONTRACTORS and subcontractors and requires that all firms with Contracts over \$50,000.00 and 50 or more employees develop and implement written programs.
3. Equal Act of 1963: Requires employers to provide equal pay for men and women performing similar work.
4. New York State Human Rights Law: Prohibits discrimination based on race, color, sex, age, creed, disability, national origin and marital status in employment matters.
5. Flynn Act: Guarantees disabled citizens protection against discrimination in housing, employment, public accommodations, training programs and non-sectarian education due to mental, physical or medical disability.
6. Title VI, Civil Rights Act of 1964: Prohibits discrimination based on race, color or national origin in all programs which receive Federal aid.
7. Title IX, Education Amendments Act of 1972: Prohibits sex discrimination against students of any educational institution receiving Federal financial aid.

A. MINORITY BUSINESS UTILIZATION COMMITMENT

The Erie County Water Authority has established the following business utilization rules which requires all prime CONTRACTORS awarded construction contracts let by the Erie County Water Authority to exemplify Affirmative Action to sub-contract to minority business enterprise (MBE). For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Women, Blacks, Hispanics and Native Americans. MBE's must demonstrate current certification of a government agency.

The Authority has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization on each construction contract awarded.

Recipients of Authority construction Contracts must utilize minority-owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for Contracts, Subcontracts and third-tier Contracts to be performed, All prime CONTRACTORS awarded Authority Contracts estimated to exceed \$100,000.00 must take positive steps to "afford fair opportunities to MBE's". Positive steps shall include, but not be limited to, (a) utilizing a source list of bona fide minority business enterprises, (b) solicitations of bids from MBE's particularly of those located in Erie County, (c) giving minority firms sufficient time to submit proposals in response to solicitations and (d) maintaining records showing minority business enterprises and specific efforts to identify and award Contracts to these Companies.

Each CONTRACTOR bidding on an Erie County Water Authority contract is to contact MBE's and solicit bids for various aspects of each project. The CONTRACTOR is to supply the Authority with information regarding contracts for services and products with minority business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

The Successful Bidder shall submit to the Authority the Minority Business Enterprise Utilization Report - Part A within one week of the bid opening. Part A includes a list of MBE's from whom the CONTRACTOR has solicited bids, or with whom the CONTRACTOR has signed a binding contractual agreement. The Authority will not consider a CONTRACTOR's bid where the CONTRACTOR fails to submit this report or where an examination of the report evidences failure by the CONTRACTOR to comply with the affirmative action requirements of the Contract.

In the event of a joint venture participating in this MBE Program, the Joint Venture Disclosure Affidavit must be submitted with Part A by all parties involved. Only to the extent that a minority business enterprise contributes to and is paid for its participation in a joint venture will that dollar be credited towards the 10% goal of minority participation in the Erie County Water Authority MBE Program.

MBE's must be approved by the Erie County Water Authority before their participation may be credited toward the 10% goal. Where the proposed MBE is not approved by the Authority, an Authority MBE/Disclosure Affidavit must be filed with the Contract Compliance office. Forms and lists of certified MBE's can be obtained by calling Lavonya Lester, EEO Intern at (716) 685-8223.

A Minority Business Enterprise Utilization Waiver Request may be completed and submitted with the Minority Business Enterprise Utilization Report - Part A to the Authority within one week of the bid opening. Waivers shall be granted only where the availability of MBE's in the market area of the project is less than the 10% goal.

Sufficient information must be provided on the Minority Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by advice of the Equal Opportunity Office.

A waiver approval limits the CONTRACTOR's obligation to solicit MBE's for this particular project. It does not relieve the CONTRACTOR of MBE utilization for any other Erie County Water Authority project on which he submits a bid.

Conditional approval of the waiver request makes it necessary for the CONTRACTOR to continue soliciting MBE's for contracting purposes, after he has been declared the low bidder.

A MBE Utilization Waiver Request will be rejected if the CONTRACTOR:

1. fails to provide information on the Minority Business Enterprise Utilization Report with his bid.
2. provides fraudulent information of the MBE reports.
3. fails to make an honest good faith effort to recruit and contract with MBE's or
4. takes any other action which is contrary to the spirit and intent of the law.

THE INFORMATION PROVIDED ON THE MBE WAIVER REQUEST AND THE MBE UTILIZATION REPORT WILL BE CONSIDERED CONCURRENTLY TO DETERMINE IF A WAIVER SHOULD BE APPROVED, CONDITIONALLY APPROVED OR REJECTED.

The low bidder shall submit to the Authority, within one week of the bid opening, a schedule for minority business enterprise participation, with whom the CONTRACTOR intends to Subcontract, specifying the agreed price to be paid for such work, and identifying in detail the Contract item(s) or parts to be performed by each minority business enterprise. A letter of intent to enter into a Subcontract or purchase agreement, signed by the minority business, contingent upon the contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the CONTRACTOR and the minority business enterprise. The prime CONTRACTOR shall not substitute or delete the listed minority business enterprise without the written consent of the Erie County Water Authority.

In the event that the MBE goal for the contract is not met, the CONTRACTOR shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with MBE's in pursuit of the goal. Such documentation includes, but is not limited to, advertisement in minority-focused media, written contract with minority businesses indicating sufficient bidder's price along with evidence showing the work to be performed is the same, and not a reduced portion thereof.

The CONTRACTOR shall provide to the Erie County Water Authority copies of all subcontracts and/or purchase agreements with minority business enterprises within one week of the bid opening. A notice to proceed with construction shall not be issued until acceptable documentation is received.

When the project is thirty (30%) percent complete, the CONTRACTOR shall submit to the Authority the Minority Business Enterprise Utilization Report - Part B. Part B lists the MBE's on the project, the dollar amounts paid to that date and the estimated amount remaining to be spent.

The Minority Business Enterprise Utilization Report - Part C certifies the actual dollar amount expended to MBE's. Part C must be completed by the prime CONTRACTOR and submitted at the seventy-five (75%) percent payment level.

The Minority Business Enterprise Utilization Report - Part D certifies the total dollar amount expended to MBE's. Part D is to be submitted with the request for final payment.

In the event a CONTRACTOR fails to comply with these provisions the Authority may:

1. Summon the CONTRACTOR to a hearing
2. Withhold progress payments in part or in full
3. Cancel the contract.
4. Bar award of future Contracts until the CONTRACTOR can demonstrate that he will comply.

It is hereby the Erie County Water Authority's commitment to assure that on all contracts awarded, prime CONTRACTORS expend a fair share of the contract with bona fide minority businesses in accordance with the goals set forth by the Authority. Failure to comply with these provisions shall disqualify the bidder and shall constitute a breach of contract subject to all remedies available to the Authority.

The Prime CONTRACTOR and all minority Subcontractors are bound by all requirements as put forth in the Erie County Water Authority standard General Conditions and all modifications thereto contained in these Contract Specifications.

Listing of **AFFIRMATIVE ACTION FORMS ATTACHED:**

<u>NAME OF FORM</u>	<u>PAGE NUMBER(S)</u>
Minority Business Utilization Report- Part A	6 & 7
Waiver Request	8
Erie County Water Authority Minority Business Enterprise Joint Venture Disclosure Affidavit	9
Erie County Water Authority Minority Business Enterprise Utilization Report - Part B	10 & 11
Minority Business Enterprise Utilization Report - Part C	12
Minority Business Enterprise Utilization Report - Part D	13

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
UTILIZATION REPORT - PART A**

This information must be submitted by the successful bidder within one week of bid opening.

COMPANY Neptune Technology Group Inc.

AUTHORIZED REPRESENTATIVE Jill Samuelson

ADDRESS 1600 Alabama Hwy. 229 Tallahassee, AL 36078

TELEPHONE NUMBER 334-283-7228

PROJECT NAME _____

PROJECT NUMBER _____

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE) to bid on subcontracts on this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

II. List all bona fide Minority Business Enterprise, subcontractors, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the Erie County Water Authority. (Attach additional sheets if necessary.)

MINORITY OWNED FIRM	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON NOT AWARDED
NAME: _____ ADDRESS: _____ TELE NO _____ IRS NO _____				YES _____ NO _____	
NAME: _____ ADDRESS: _____ TELE NO _____ IRS NO _____				YES _____ NO _____	
NAME: _____ ADDRESS: _____ TELE NO _____ IRS NO _____				YES _____ NO _____	
NAME: _____ ADDRESS: _____ TELE NO _____ IRS NO _____				YES _____ NO _____	

PART A CONTINUED

III. Assistance offered by CONTRACTOR to MBE's as to bonding, union requirements, obtaining work capital etc...

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

IV. Total Dollar Amount to be subcontracted to Minority Business Enterprise(s): \$ _____

V. Total Amount of Bid: \$ _____

VI. MBE Percent (%) of project bid: _____

VII. **YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS INCLUDING RETURN RECEIPTS.**

DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Note: Within one week of the bid opening, this original form, together with a letter of intent to enter into a subcontract or purchase agreement, contingent upon the contract award, indicating the agreed upon price and scope of work, signed by both the CONTRACTOR and the Minority Business Enterprise, must be submitted to:

Lavonya Lester, EEO Intern
Erie County Water Authority
3030 Union Road
Buffalo, New York 14227

WAIVER

COMPANY Neptune Technology Group Inc.

ADDRESS 1600 Alabama Hwy. 229 Tallahassee, AL 36078

TELEPHONE NUMBER 334 (AREA CODE) 283-7228 (NUMBER)

1. CONTRACTOR has made a good faith effort to adopt subcontracting on this project to those trades, professions, supplies, etc. for which minority business enterprises bids could be solicited; and
2. The total percentage of the bids which could be Subcontracted in trades, professions, supplies, etc. for which minority business enterprises bids could be solicited is less than 10%.

A waiver, as provided for by the Erie County Water Authority is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority business enterprise in the market area of this project which do subcontracting in the following fields (list all trades, professions, supplies, etc. which could be subcontracted on this project):

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(use additional sheets if necessary)

If a partial waiver is granted the CONTRACTOR will make a good faith effort to meet the reduced goal.

7-22-15
DATE

Jill Samuels
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF COMPANY

Granted in (whole) yes

Granted in part _____

Comments Products manufactured by Neptune. No M/WBE opportunity

Laverne Foster 1 EEO Intern
EQUAL OPPORTUNITY OFFICIAL TITLE

7/23/2015
DATE

LETTING DEPARTMENT REPRESENTATIVE TITLE DATE

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
JOINT VENTURE DISCLOSURE AFFIDAVIT**

To Be Submitted With Part A
Where Applicable

Joint Ventures: _____
Name: _____
Address: _____
Principal Office: _____
Office Phone: _____
Home Phone: _____

Percent of minority ownership in terms of profit and loss sharings:

Capital contributions by each joint venture and accounting therefore:

Equipment and supply contributions by each joint venturer and accounting therefore:

Any ownership options for ownership or loans between the joint venturers - identify terms thereof:

How and by whom the on-site work will be supervised and administered:

I, _____, as representative of _____ Company, do hereby swear or affirm that I am authorized to act on its behalf and that in this capacity and to the best of my knowledge and belief, the information provided herewith relevant to the joint venture of _____ is accurate, complete and current, and fairly represents the joint venture; further, that I have personally reviewed the material and assured myself of its accuracy. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon.

SIGNATURE

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART B**

CONTRACTOR _____ CONTRACT NAME _____

I. List all bona fide minority business enterprises, Subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority Business Utilization Goal set forth by the Erie County Water Authority. Include minority trucking firms that will be utilized and included and estimated dollar amount. This information must be submitted to the Erie County Water Authority when the project is 30% complete.

(USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	AMOUNT REMAINING
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				

*Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts:

- II. Total Dollar Amount to be Subcontracted to minority Business Enterprise(s):
\$ _____
- III. Total dollar amount expended to date: \$ _____
- IV. Total amount of bid: \$ _____
- V. MBE Percent (%) of project bid: \$ _____

I, _____ as an official representative of _____, do hereby certify that the information listed above is correct and complete.

NAME

DATE

TITLE

PART B CONTINUED

(USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	AMOUNT REMAINING
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				

**MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART C
CERTIFICATION OF EXPENDITURES TO MBE's**

(To be completed by the prime CONTRACTOR and
submitted at the 75% payment level)

CONTRACTOR _____

CONTRACT: _____

MBE	PART B CONTRACT AMOUNT OF ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING

* Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts.

I, _____
_____ as an official representative of _____,

do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART D

FINAL CERTIFICATION OF EXPENDITURES TO MBE's

(to be completed by the prime CONTRACTOR and submitted with
the request for final payment)

CONTRACTOR: _____

CONTRACT: _____

MBE	TOTAL AMOUNT EXPENDED

TOTAL OF ALL MBE
SUB-CONTRACTS \$ _____

AMOUNT OF
CONTRACT _____

FINAL MBE
PERCENTAGE _____

I, _____, as an official
representative of _____,

do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

ACCOUNTABILITY

The CONTRACTOR shall be fully accountable for its performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before the Erie County Water Authority, any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.