

## **SECTION 00 10 00 INVITATION TO BID**

### **PART 1 – GENERAL**

The Joint Municipal Water and Sewer Commission will accept bids for:

Project Title: Edmund Highway/Maple Street Water Improvements

Project Description:

The project will consist of the installation of 4,130 linear feet (LF) of 10-Inch and 540 LF of 8-Inch Ductile Iron Pipe with new and replacement fire hydrants to replace the aging water distribution system. The project spans from the intersection of Pine Street and Maple Street to the intersection of Fish Hatchery and Edmund Highway.

This project is being funded by a loan from the South Carolina Department of Environmental Services (SCDES) State Revolving Fund (SRF). Bidders must comply with all applicable state and federal requirements identified in the bid documents, including but not limited to Davis-Bacon and American Iron and Steel (AIS) provisions.

Date of Opening: December 16, 2025

Time of Opening: 2:00 PM

Owner's Name and Address:

Town of Pelion  
Post Office Box 7  
Pelion, South Carolina 29123  
Phone: 803-894-3535

Operator's Name and Address:

Joint Municipal Water and Sewer Commission

Mailing Address (USPS Only):

JMWSC  
Post Office Box 2555  
Lexington, South Carolina 29071

Physical Address (All Other Delivery Services):

JMWSC  
2546 Two Notch Road  
Lexington, South Carolina 29072  
Phone: 803-359-8373

Engineer's Name and Address:

Gregory H. Hodges, P.E.  
Michael Baker International, Inc.  
700 Huger Street  
Columbia, South Carolina 29201  
Phone: 803-231-3986

Availability of Plans: Plans and specifications are available for electronic bid from the Engineer via Duncan Parnell.

PART 2 – PRODUCTS

THIS PART IS NOT APPLICABLE

PART 3 – EXECUTION

THIS PART IS NOT APPLICABLE

END OF SECTION 00 10 00

## **SECTION 00 20 00 INSTRUCTIONS TO BIDDERS**

### **PART 1 – GENERAL**

#### **RECEIPT AND OPENING OF BIDS**

The Town of Pelion (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received online via Duncan Parnell until 2:00 PM, DECEMBER 16, 2025, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Guy Schmoltze, P.E., and designated as:

Bid for:           EDMUND HIGHWAY/MAPLE STREET WATER IMPROVEMENTS

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to his bid.

#### **SALES TAX AND/OR USE TAX**

Bidders shall include in bid amounts all payment of State Sales Tax and/or Use Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the work under this contract.

#### **PREPARATION OF BID**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten. The Contractor shall not remove and submit the UNIT PRICE BID PROPOSAL pages separate from the volume of contract documents but shall submit his proposal bound with the completed volume of documents, including all pages correctly assembled.

Each bidder, whether a resident or nonresident of this State and whether a license has been issued to him or not, is required to show evidence of being licensed before his bid for this project is opened or considered by affixing the bidder's S.C. contractor's license number on the outside of the sealed bid envelope. If such information is not provided, the bid will not be opened or considered by the owner.

S.C. Code Ann Section 40–11–180 (1976) is hereby repeated verbatim to convey to the invited bidder the information that it will be necessary for him to show evidence of being licensed before his bid is opened or considered.

"§40–11–180, Inclusion of Statutory provisions requiring license in bid invitations. All architects and engineers preparing plans and specifications for work to be constructed in the State shall include in their invitations to bidders and in their specifications a copy of or such proportions thereof as are deemed necessary to convey to the invited bidder, whether he be a resident or nonresident of this State and whether a license has been issued to him or not, the information that it will be necessary for him to show evidence of being licensed before his bid is opened or considered."

Bids which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders may be rejected at the option of the Owner.

The correct total amount bid for the complete work is defined as the correct sum total of the amounts bid for the individual items in the UNIT PRICE BID PROPOSAL. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item times the unit bid price. In case of error in the extension of prices, the UNIT PRICE will govern. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

Bidders or their authorized agents are expected to examine the site, the maps, drawings, specifications, circulars, schedule and other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a bidder from submitting alternative bids when called for. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.

Each bid shall be accompanied by a bid bond using the form contained in the Contract Documents (BID BOND pages BB–1 and BB–2) and executed by a bonding company duly authorized and licensed to do business in the State of South Carolina, or by a certified check payable to the order of the Joint Municipal Water and Sewer Commission, and drawn upon a national bank or a bank and trust company doing business in the State of South Carolina, in an amount equal to five (5) percent of the amount of the bid, as evidence of good faith by the bidder. The deposits of the three lowest bidders will be held until the successful bidder has entered into a contract and furnished bond(s), or all bids have been rejected. **FAILURE TO USE THE BID BOND FORM CONTAINED IN THE BID PROPOSAL FORMS (BID BOND, PAGES BB–1 & BB–2), WITHOUT MODIFICATION, MAY RESULT IN REJECTION OF THE BID.**

### ADDENDA AND INTERPRETATIONS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The people submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such an addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanation or interpretations of the proposed documents.

### UNIT PRICE PROPOSAL

The estimated quantities contained in the proposal are for the purpose of comparing bids. These quantities are not guaranteed, and payment will be made on the basis of the work as actually executed at the unit price in the proposal as accepted.

### MARKING AND MAILING BIDS

Bids, with their guaranties, must be securely sealed in suitable envelopes, addressed and marked on the outside.

### TIME FOR RECEIVING BIDS

Bids received prior to the opening time will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered.

### WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### BIDDERS PRESENT

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

### TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition and subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, consideration may not be given to the telegraphic modification, unless it is to the best interest of the Owner.

### QUALIFICATIONS OF BIDDER

The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to reject any bid if the evidence, submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### BID SECURITY

Each bid must be accompanied by a certified check or by a bid bond **using the form contained in the contract (BID BOND pages BB-1 and BB-2)** for an amount equal to at least five (5) percent of the amount of the bid, to guarantee that the successful bidder will, within ten (10) days from the date of the notice of award of contract, enter into a contract with the owner, and execute to said Owner a performance and payment bond, the said contract and bond to be in the form set forth in the contract, bond and specifications referred to in the Invitation to Bid. If for any reason whatever, the Bidder withdraws from the competition after opening of the bids, or refuses to execute the required contract and performance and payment bond, if his bid is accepted, the Owner may retain the amount of the certified check, or proceed on the bid bond. Such checks or bid bonds will be returned to all except the three lowest bidders within one week after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the successful bidder have executed the contract. **FAILURE TO USE THE BID BOND FORM CONTAINED IN THE BID PROPOSAL FORMS (BID BOND, PAGE 1 & 2), WITHOUT MODIFICATION, MAY RESULT IN REJECTION OF THE BID.**

### LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bond(s) required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, for such failure or refusal the security deposited with his bid.

### TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree to pay as liquidated damages the sum indicated in the Contract Documents for each consecutive day thereafter that the work remains incomplete, as hereinafter provided in General Conditions. Signing of the proposal form signifies such

agreement.

### CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or utility company. All information given on the drawings or in the contract documents relating to subsurface conditions, existing pipes, and other structures is from the best sources at present available to the Owners. All such information is furnished only for the information and convenience of the Contractor. It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the drawings or in the contract documents.

The owner will not furnish any labor, material or supplies unless specifically provided for in the contract.

### SPECIFICATIONS AND SCHEDULES

The specifications, special provisions, schedules and drawings which form the basis or any bid will be considered as part thereof and will form a part of the contract. Copies of these papers, together with a copy of Standard Contract Form, including authorized additions or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the published "Invitation to Bid."

It is the intent of the plans and specifications that one shall supplement the other, but not necessarily duplicate one another. Any work called for in one and omitted in the other shall be executed as if called for in both in order that the work under the contract be fully completed according to the complete design as determined and decided by the Engineer.

In case of discrepancies in the plans, calculated dimensions shall govern. The plans shall govern where omissions occur in the Specifications as to items of equipment, materials or quantities. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, operation, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to the opening date.

### TIME OF PERFORMANCE

When not otherwise specified, the bidder must state the least number of calendar days (Counting Sundays and Holidays) after date of receipt of "Notice to Proceed" in which he will commence performance, and the number of calendar days after the date of receipt of "Notice to Proceed" in which he will complete the work. In stating time, the bidder should make due allowances for difficulties which may be encountered. The bidder shall not be excused because of difficulties, whether of weather or other factors, whether anticipated or not, unless by formal written suspension of the work by the Owner.

### SAMPLES

When samples are required, they must be submitted by the bidder so as to reach the office designated prior to the hour set for opening the bids. Samples shall be furnished free of expense to the owner, properly marked for identification, and accompanied by a list when there is more than one sample. The owner reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not so mutilated or destroyed when no longer required to be retained in connection with the award or delivery of supplies, will be returned at the bidder's expense, if such return is requested in the bid.

### WITHHOLDING FOR NONRESIDENTS

The attention of contractors is called to Part 2, Act No. 855, ACTS OF THE GENERAL ASSEMBLY OF SOUTH CAROLINA for 1958, entitled "WITHHOLDING FOR NON-RESIDENTS" which provides in part that "Any municipality hiring or contracting or having a contract with any nonresident taxpayer conducting a business of temporary nature carried on within this State, where such contract exceeds ten thousand (\$10,000) dollars or could reasonably be expected to exceed ten thousand (\$10,000) dollars, shall withhold two (2) percent of each and every payment made to such non-residents.

The conditions set forth in subsection A (2) may be waived by the South Carolina Tax Commission, provided the payee shall assure the Tax Commission by bond, secured by an insurance company licensed by the South Carolina Insurance Commission, or deposit of securities subject to approval by the State Treasurer, or cash which shall bear interest, that the Payee will comply with all applicable provisions of the Income Tax Act of 1926, as amended, and with the withholding requirements insofar as his obligations as a withholding agent is concerned." Proof of such coverage shall be filed with the Owner before work is started. If the Contractor fails to comply with the requirements of the South Carolina Tax Commission, two percent (2%) of each and every payment made to the Contractor shall be retained by the Owner to satisfy such requirements.

### SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in General Conditions included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina, which Surety Company must be listed in the current version of United States Treasury Department Circular 570. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond. Said surety shall be subject to approval by the Owner's attorney.

The Owner reserves the right to accept or reject the qualifications of any bonding company submitted by the Contractor.

### INSURANCE

The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance or this contract, to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract.

The insurance requirements set forth in these instructions are established to provide assurance that as a minimum the contractor shall perform the indemnification required by paragraph INDEMNIFICATION.

All insurance required shall be primary insurance as respects the Owner, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officials, employees, or volunteers shall be in excess of insurance provided by the contractor and shall not contribute to it.

Insurance shall be obtained for not less than the limits of liability as specified in these instructions.



The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be the same as provided in these instructions for the contractor.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the Owner.

Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract, Workman's Compensation Insurance for all of the employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. The Contractor shall not permit any person who is not protected by Worker's Compensation Insurance or a properly approved self-insured Worker's Compensation Program to perform any activity related to this contract.

Liability Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representative, employees or subcontractors. The Owner shall be specifically covered as an insured in all liability policies obtained in compliance with the provisions of this paragraph. The amount of such insurance shall be as follows:

Commercial General Liability Insurance: Coverage at least as broad as Insurance Service Office Form CG 00 01 11 85 in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage.

Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.

Owner's and Contractor's Protective Liability Insurance: In addition to all other insurance requirements contained in these instructions, the Contractor shall provide a separate policy of owner's and contractor's protective liability insurance issued in the name of the Owner in an amount not less than \$500,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability, not less than \$1,000,000.00. Coverage shall be at least as broad as provided in Insurance Service Office Form CG 00 09 11 85.

Builder's Risk Insurance: For the full contract price with the Owner as an insured and the contractor as an additional insured.

Flood Insurance: The contractor is required to carry, during the construction period, flood insurance for projects located in designated flood hazard areas in which the Federal Flood Insurance is available.

Proof of Coverage of Insurance: The Contractor shall furnish the Owner with a certificate showing satisfactory proof of carriage of the insurance required and such insurance shall be approved by the Owner prior to commencing work on his contract nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Scope of Insurance: The insurance required hereinabove shall provide adequate protection for the

Contractor and his subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.

Special Hazards: The Contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

Use of explosives, excavation, shoring and electrical hazards.

#### ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

#### POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- Inspection and testing of materials.
- Insurance requirements.
- Wage rates.
- Stated allowance.
- Nondiscrimination in employment.

#### LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written in full.

#### FUNDING SOURCE AND COMPLIANCE REQUIREMENTS

The Bidder's attention is directed to the fact that this project is being funded by a loan from the State Revolving Fund and that bidders must comply with all applicable state and federal requirements identified in the bid documents – including Davis-Bacon and “American Iron and Steel” (AIS) provisions.

#### METHOD OF AWARD – LOWEST RESPONSIBLE BIDDER

The contract will be awarded, if it is awarded, to the lowest responsible bidder. Owner will decide which is the lowest responsible bidder, and in determining such bidder, the following elements will be considered for each bidder:

Maintains a permanent place of business.  
Has adequate plant, equipment and personnel to perform the work properly and expeditiously.  
Has suitable financial status to meet obligation incident to the work.  
Has appropriate technical experience.

The owner reserves the right to waive any formalities or to reject any or all bids and to make such awards, as in the opinion of the Owner, appears to be to the best interest of the Owner.

#### SIGNATURE TO BIDS

Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the names of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixed to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to be the bid the individual signing. When requested by the owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

#### BIDS FOR ALL OR PART

Where bids are not qualified by specific limitation, the owner reserves the right to award all or any of the schedules according to its best interest. Unless otherwise required in the specifications, bids for supplies shall be submitted in accordance with the numbered item or items given in the schedule. Alternative bids will not be considered unless called for on the Unit Price Bid Proposal or in the section SUPPLEMENTARY CONDITIONS.

#### CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to JMWSC, showing the proposed dates of commencement and completion of each of the various subdivision of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish: (a) a detailed estimate, giving a complete breakdown of the contract price; and (b) periodic itemized estimates of work done for the purpose of making partial payment thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

Equipment delivery schedule: The Contractor shall also prepare a schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and the necessity for extensive storage facilities at the job site.

#### PAYMENT

On or before the twenty-eighth (28) day of each month, the Owner will pay to the contractor ninety (90)

percent of the value of the work performed, less aggregate of previous payments, as estimated by the Owner, provided the contractor submits his estimate on or before the third day of the month. Estimates submitted later will require additional time for processing for payment.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. All such materials and work shall be paid at ninety (90) percent of the scheduled value.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract.

Upon final completion and acceptance by the Owner of all work covered under this contract, the Owner will pay to the Contractor the amount remaining to be paid him under the contract.

#### INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the Owner or Engineer or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval or maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

#### PART 2 – PRODUCTS

THIS SECTION IS NOT APPLICABLE

#### PART 3 – EXECUTION

THIS SECTION IS NOT APPLICABLE

END OF SECTION 00 20 00