Greenville Water

REQUEST FOR PROPOSAL

Issue Date:
September 26, 2019

Adkins WTP Filter Gallery Improvements
RFP 1420-2019-157-14

PROPOSAL DEADLINE: 4:00 PM EDT, November 8th, 2019.

PROPOSALS TO BE RETURNED TO:
Greenville Water
407 West Broad Street
Greenville, South Carolina 29601

INTRODUCTION AND BACKGROUND

Greenville Water (GW), voted “Best of the Best” by the American Water Works Association in 2011 for having the best tasting water in North America, has been providing exceptional water service for close to 100 years to the 500,000 current residents of the Upstate region of South Carolina, making it the largest water utility in the state.

Based on its current Capital Improvement Plan, GW is investing funds for the renovation of the filter gallery at the Adkins Water Treatment Plant including painting piping & and floors, Structural repair to walls, installation of actuators, and replacement of piping.

CONTRACTOR RESPONSIBILITIES (SCOPE OF WORK)

Contractor to install Protective coatings to piping in the filter gallery
Contractor to install 8 – 24” Filter Effluent Butterfly Valves.
Contractor to install valve actuator improvements as stated in the plans and specifications.
Contractor to install new piping as stating in the plans and specifications.
Contractor to install new concrete curb on filter gallery deck.
Contractor to install pipe supports as needed.
Contractor to install concrete crack repair systems as indicated on plans and specifications.
Contractor to install concrete surface repair systems as indicated on plans and specifications.

Contractor to attend the Mandatory Pre-Bid Meeting which will be at the Adkins Water Treatment Plant, 173 Gap Hill Road, Six Mile, SC 29682, on Thursday, October 15th, 2019 at 10:00 AM EDT. GW is not responsible for assumptions made by Contractor regarding site conditions.

INTENT

The purpose of this Request for Proposal (“RFP”) is to:

- Solicit responses from qualified contractors to perform the work stated in this RFP.
- Enter into an agreement between GW and selected Contractor based on the results from this solicitation.

TIMELINE

SCHEDULE OF EVENTS

The table below contains the intended Schedule of Events for this solicitation.

Event	Time EDT	Date
1. RFP Issuance	5:00 p.m.	26-Sept-2019
2. Onsite Pre-Bid Meeting – Adkins WTP	10:00 a.m.	15-Oct-2019
3. Requests For Information Due	5:00 p.m.	25-Oct-2019
4. Respond to Questions/Inquiries	5:00 p.m.	1-Nov-2019
5. Proposals are due	4:00 p.m.	8-Nov-2019
6. Notice of Award	N/A	15-Nov-2019
7. Anticipated Contract Start Date	N/A	TBD

ADMINISTRATION

TECHNICAL CONTACT

Any questions concerning technical specification requirements may be directed to:

Name Jonathan Sherer, P.E.
Title CIP Manager
Phone 864.241.6107
Email jsherer@greenvillewater.com

CONTRACTUAL CONTACT

Any questions regarding contractual terms and conditions or proposal format must be directed to:

Name Will Bettis
Title Purchasing Manager
Phone 864.241.5008
Email wbettis@greenvillewater.com

GUIDELINES FOR RESPONSE PREPARATION

Guidelines have been established for the purpose of clarification to assure full understanding of the requirements of the solicitation and to ensure a fair and equitable evaluation process for all contractors.

INFORMATION AND INSTRUCTIONS

- There is no expressed or implied obligation for GW to reimburse responding Contractors for any expenses incurred in preparing proposals in response to this request.
- When submitting questions, include a contact name, e-mail address, telephone number and specifically reference the section of the RFP in question.
- GW reserves the right to reject any or all proposals submitted; to waive any immaterial technicalities and to accept the proposal deemed to be the best value.
- The terms and conditions (the provisions) that shall govern any resulting agreement between GW and the best value Contractor are contained in this RFP.

RESPONSE SUBMITTAL

- Submission of a proposal indicates acceptance by the Contractor to the terms and conditions contained in this RFP, unless clearly and specifically noted in the submitted quotation and confirmed in the agreement between GW and the selected Contractor.
- GW must receive proposals no later than 4:00 pm EDT on November 8th, 2019. Proposals received after such time will be returned unopened.
- Emailed proposals will not be accepted.

Sealed proposals may be submitted by one (1) of the following three methods:

METHOD	SHIP-TO ADDRESS
Shipping carrier (UPS, FedEx, etc.)	Jonathan Sherer Greenville Water 407 West Broad Street Greenville, SC 29601
Courier/hand-delivered	Jonathan Sherer Greenville Water 407 West Broad Street Greenville, SC 29601
Mailed via United States Postal Service (Overnight Priority Mail Express®):	Jonathan Sherer Greenville Water 407 West Broad Street Greenville, SC 29601

- Quotes received after the closing date and time, will not be considered.

LATE SUBMITTALS AND MODIFICATIONS

- GW is not responsible for delays that may result from the Contractor's choice of submission methods. Likewise, GW is not responsible for, and will not open, any proposals that are received on or after the date and time stated above.
- Late submittals will be returned unopened.
- GW reserves the right, where it may serve GW's best interest, to request additional information or clarifications from responding Contractors or to allow corrections of error or omissions.

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DETAILED RESPONSE REQUIREMENTS

The below requirements are mandatory. Contractors must accept and commit to all of the requirements described to be considered for award.

QUOTE ITEMS

Quotation shall be in the form of a fixed unit price and submitted on the Bid Form (Attachment 1):

- #01-#09: Contractor shall provide unit price cost for each item listed in accordance with plans and specifications.
    - Method of measurement: Payment will be made monthly based on completed work and material installed for each line item's unit price cost.

NARRATIVE OF WORK

Contractor shall submit a short narrative description of how the proposed work covered by the Quote Items above will be accomplished.

WORK SCHEDULE

Contractor shall submit a work schedule for the project.

IDEMNIFICATION AND INSURANCE

The Contractor agrees to hold harmless and to indemnify GW from all claims, damages, accidents and liabilities which may arise out of or during work under this contract by anyone directly or indirectly employed on the work. The Contractor shall carry liability and workmen's compensation insurance as prescribed herein and all policies shall be with companies satisfactory to GW. Coverage specified herein constitutes the minimum requirement and said requirement shall in no way lessen or limit the liability of the Contractor. The Contractor shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his judgment, may be necessary for proper protection in the prosecution of the work. If a part of the work is sublet, the Contractor shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime Contractor.

The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
A Certificate of Insurance shall be submitted and approved before starting any work.

The Certificate shall state that a minimum 15 day written notice will be given to GW before the policy is canceled or changed and shall demonstrate the following coverage:

Comprehensive General Liability with minimum limit of $1,000,000 combined single limit for bodily injury and property damage, per occurrence. Minimum $2,000,000 aggregate.
Comprehensive Automobile Liability with minimum limit of $1,000,000 combined single limit.
Workers Compensation with minimum of statutory requirements.
Employers' Liability with minimum of $500,000 each employee, $500,000 each accident and $500,000 policy limit.
In the event , any insurance policy expires before the end of the term of the contract, the Contractor must provide within ten (10) business days of expiration, evidence of new or renewal policies.

PAYMENT TERMS

The payment terms: Net 30.

EVALUATION OF RESPONSES

GW reserves the right to reject any or all responses; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the responses submitted; to award the contract according to the proposal which best serves the interests of GW; or to not award the contract if GW determines that it is not in its best interest to do so.

At the discretion of GW, contractors submitting quotes may be requested to make site visits as part of the evaluation process.

CRITERIA

Responses will be promptly evaluated using the "best value bidding" method as described in SC Code § 11-35-1528 (2012). Best Value Bidding has been selected because it allows factors other than price to be considered in the determination of award.

To assure an understanding of the best value bid process, all contractors shall be given the opportunity to ask questions and express their concerns during the appropriate time as listed on the Timeline.

Responses will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60% because of SC Code), will be considered prior to determining the effect of cost on the score for each Contractor. Once the evaluation is complete, all responsive offers will be ranked from most advantageous to least advantageous.

CRITERIA	MAXIMUM POINTS
Cost (Pricing) Seventy (70) percent of the total evaluation shall be based on points assigned according to the methodology described under *CALCULATING THE LOW BID* clause below.	70
Schedule (Timeliness/Availability) 25%	25
Meet Specification Needs 5%	5
Total	100

CALCULATING THE LOW BID (ILLUSTRATION)

The following methodology will be used to award points for price:

Offeror	Price	Calculation	Percentage of Points	Points
Company X	$1,000.00	Lowest Price	100%	70.0
Company Y	$1,500.00	$1000/$1500 = .67	67%	46.9
Company Z	$2,000.00	$1000/$2000 = .50	50%	35.0

(For illustration purposes only—numbers do not represent expected price schedule, etc.)

FIRM SELECTION

Before award, GW reserves the right to seek clarifications or request additional information deemed necessary to properly evaluate submissions from all responding Contractors deemed eligible for contract award. Failure to provide requested information may result in rejection of proposal.

Upon selection of a contractor, GW intends to enter into an agreement using its standard General Services Agreement (Attachment No. 2) which shall be used to secure these services.

NOTIFICATION

- GW shall issue a Notice of Award, if any, to the successful responding Contractor; however, no agreement shall be formed between selected Contractor and GW until the Service Agreement is signed by both parties.

- An announcement will be sent in writing to all Contractors. Results will not be given over the phone.

ATTACHMENTS

Attachment No. 1: Bid Form
Attachment No. 2: Standard General Service Agreement
Attachment No. 3: Project Plans and Specifications

END OF RFP DOCUMENT

Greenville Water

Attachment 1: Bid Form

Greenville Water

Attachment 1: Bid Form

Adkins WTP Filter Gallery Improvements

Date: August 19, 2019
Completed By: CCM
Checked By: DEF

Owner: Greenville Water
Project No. 157

Engineer: Black & Veatch
Project No. 401750

Item	Description	Estimated Qty.	Unit	Unit Cost	Total Cost
1.0	**Protective Coatings**				
1.1	Pipe Gallery Piping Protective Coatings	27,000	SF		
1.2	Pipe Gallery Floor Protective Coatings	12,000	SF		
1.3	Filter Deck Coatings	6,000	SF		
1.4	Sedimentation Basin, Filter Wall, and Filter Trough Coatings	34,000	SF		
2.0	**Filter Effluent Butterfly Valves**				
2.1	24" Filter Effluent Butterfly Valve	8	EA		
3.0	**Valve Actuator Improvements**				
3.1	10" Air Scour Valve Actuator Replacements (AUMA)	16	EA		
3.2	36" Filter Influent Valve Actuator Replacements (AUMA)	7	EA		
3.3	42" Wash Water Valve Actuator Replacements (AUMA)	8	EA		
3.4	42" Filter Drain Valve Actuator Replacements (AUMA)	8	EA		

Greenville Water

Attachment 1: Bid Form

Adkins WTP Filter Gallery Improvements

Date: August 19, 2019
Completed By: CCM
Checked By: DEF

Owner: Greenville Water
Project No. 157

Engineer: Black & Veatch
Project No. 401750

Item	Description	Estimated Qty.	Unit	Unit Cost	Total Cost
4.0	**Piping**				
4.1	Clearwell SS Vent Piping Extensions	1	LS		
4.2	12" Sweep Piping Demolition and 2-1/2" Water Piping Installation	1	LS		
4.3	42" Wash Water Drain Repair	4	EA		
4.4	Filter Deck Floor Drains	6	EA		
4.5	Modular Casing Seal Replacements	1	LS		
5.0	**Concrete Curb**				
5.1	Concrete Curb	7	CY		
6.0	**Pipe Supports**				
6.1	Miscellaneous Pipe Support Repairs	1	LS		
6.2	Bracket Pipe Support Replacement	50	EA		
6.3	Strut Channel Flush Pipe Support Replacement	300	LF		
7.0	**Concrete Crack Repairs**				
7.1	Concrete Crack Repair	1100	LF		
7.2	Elevated Concrete Crack Repair	1400	LF		

Greenville Water

Attachment 1: Bid Form

Adkins WTP Filter Gallery Improvements

Date: August 19, 2019
Completed By: CCM
Checked By: DEF

Owner: Greenville Water
Project No. 157

Engineer: Black & Veatch
Project No. 401750

Item	Description	Estimated Qty.	Unit	Unit Cost	Total Cost
8.0	**Concrete Surface Repairs**				
8.1	Concrete Surface Repair (Thin)	60	SF		
8.2	Elevated Concrete Surface Repair (Thin)	30	SF		
8.3	Concrete Surface Repair (Thick)	60	SF		
8.4	Elevated Concrete Surface Repair (Thick)	10	SF		
8.5	Concrete Surface Repair (Thick with Rebar Repair)	80	SF		
8.6	Elevated Concrete Surface Repair (Thick with Rebar Repair)	20	SF		

9.0	**Alternatives**				
9.1	10" Air Scour Valve Actuator Replacements (EIM) - replacement for Item 3.1.	16	EA		
9.2	36" Filter Influent Valve Actuator Replacements (EIM) - replacement for Item 3.2.	7	EA		
9.3	42" Wash Water Valve Actuator Replacements (EIM) - replacement for Item 3.3.	8	EA		
9.4	42" Filter Drain Valve Actuator Replacements (EIM) - replacement for Item 3.4.	8	EA		
9.5	42" Wash Water Drain Repair with alternative wall sleeve - replacement for item 4.3. (add)	4	EA		

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Attachment 2: Standard General Services Agreement

GreenvilleWater

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement (the "Contract" or "Agreement") is entered into as of the ___th day of _____ 20____ and is by and between the Commissioners of Public Works of the City of Greenville, d/b/a Greenville Water ("GW" or "Owner") and _____. (Contractor). Each may hereinafter be referred to as "Owner" and "Contractor."

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to perform the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. Repair and recoating of all piping in the Adkins Water Treatment Plant Filter Gallery as shown on the project plans.
2. Structural repair of cracks in filter gallery.
3. Remove and replace actuators for filter valves.
4. Remove and replace 24" Filter Effluent Valves
5. 42" Wash Water drain pipe repair.
6. Sealing and coating concrete walkways above filter gallery and adjacent walls.
7. Installation of vent piping.
8. Installation of drain piping from gutters.

The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at **173 Gap Hill Road, Six Mile, SC 29682.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct surface preparation and application of selected products are to be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is

required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. The Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. The Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Exhibits to this Contract (enumerated as follows):
   a. Exhibit A – Adkins WTP Filter Gallery Improvements – Bid Schedule.
   b. Exhibit B – Adkins WTP Filter Gallery Improvements – Project Drawings and Specifications.
   c. The Contract Change Order (Form PURF008) may be issued on or after the Effective Date of the Contract to manage changes in Work.

ARTICLE 3 - PROJECT MANAGER

3.01 Project Manager

A. The Project Manager for this Project is Morgan Young, P.E.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed within 220 days after the notice to proceed.

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $*225* for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times as its sole remedy. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times as its sole remedy.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

E. Contractor will be allowed delays for weather conditions, based on the concurrence of Contractor and Owner or Project Manager, for two circumstances:

1. Isolated inclement weather, wherein the project Site is determined to be unworkable for days of precipitation and days following for short times between otherwise good weather.

2. Sustained inclement weather, wherein the project Site is determined to be unworkable for a sustained period of time, such as the winter months, with only an occasional working day within the sustained unworkable conditions.

F. If Contractor believes either condition applies, a request shall be made to Project Manager or Owner for a Site meeting and a joint determination of the Site conditions and approval of the delay. Project Manager will catalog these approved delays and will incorporate them into a Change Order for signature of Owner and Contractor.

4.04 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work at the Sites. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.

B. The Contractor shall update and submit the progress schedule to the Project Manager biweekly if the baseline schedule milestones are not met.

CONTRACT PRICE

4.05 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents unit prices for each unit of Work completed (Complete Exhibit A – Bid Schedule)

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. (The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Project Manager.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

5.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide coverage for not less than required in Exhibit B, section titled "Indemnification and Insurance," or greater where required by Laws and Regulations.

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ten (10) days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against 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. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three (3) years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise 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 Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Sites.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Sites or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Sites may be performed from dawn to dusk, Sunday through Saturday.

6.02 Other Work at the Sites

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Sites. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Sites.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, 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, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and 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 Contract Documents.

6.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

6.05 Quality Management

A. Contractor is fully responsible for managing the quality of Work to ensure Work is completed in accordance with the Contract Documents.

6.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing 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.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

6.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.08 Record Documents

A. Contractor shall maintain one (1) printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

6.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. 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, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. 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.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract 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.

6.10 Shop Drawings, Samples and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contactor approves the submittal.

C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Project Manager will provide timely review of shop drawings and samples.

E. Project Manager's review and approval will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs.

F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Project Manager 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 Project Manager on previous submittals.

H. Shop drawings are not Contract Documents.

6.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

6.12 Correction Period

A. If within one (1) year after the date of substantial completion, any Work found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

6.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, 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 Project Managers, 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 is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent 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 they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to complete the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. 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 preparation and application, or the safety precautions and programs, 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 Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 8 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

8.01 Project Manager's Status

A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.

B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager 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 Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Project Manager will make visits to the Site at intervals appropriate to the various stages of the Work. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of preparation and application, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES IN THE WORK

9.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

9.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. 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;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Manager or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), 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.

ARTICLE 10 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

10.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or 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 Contract 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), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Project Manager will promptly:

1. Review the subsurface or physical condition in question;
2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
3. Determine whether the condition falls within the differing site condition as stated herein;
4. Obtain any pertinent cost or schedule information from Contractor;
5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.

C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 11 - CLAIMS AND DISPUTE RESOLUTION

11.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than ten (10) days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two (2) parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within forty-five (45) days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 12 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

12.01 Tests and Inspections

A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

12.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. 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 Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 13 - PAYMENTS TO CONTRACTOR

13.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Project Manager. The price breakdown submitted with the bid will be used.

13.02 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Project Manager, no more frequently than monthly, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

B. 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. Owner may, in its discretion, require interim releases from Contractor and its subcontractors and suppliers.

13.03 Retainage

A. The Owner shall retain ten percent (10 %) of each progress payment until the Work is substantially complete.

13.04 Review of Applications

A. Within ten 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

13.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven (7) days after the time of payment by Owner.

13.06 Substantial Completion

A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.

B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.

C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

13.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Project Manager 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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

13.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 14 - SUSPENSION OF WORK AND TERMINATION

14.01 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 sixty (60) consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

14.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten (10) days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven (7) days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

F. A termination for cause is later found to have been improper or unsupported shall be treated as a termination for convenience.

14.03 Owner May Terminate for Convenience

A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

14.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for thirty (30) days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 15 - CONTRACTOR'S REPRESENTATIONS

15.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

   a. The cost, progress, and performance of the Work;

   b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

   c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 16 - MISCELLANEOUS

16.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise

imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

16.02 Limitation of Damages

A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

B. The parties mutually waive their respective claims for consequential damages arising from or relating to this Contract.

16.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

16.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

16.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

16.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor each hereby execute this Agreement by its duly authorized representative. This Contract will be effective on _____ (which is the Effective Date of the Contract).

CONTRACTOR:	OWNER:
	The Commissioners of Public Work of the City of Greenville (d/b/a Greenville Water)
By:	By: David H. Bereskin
Title:	Title: Chief Executive Officer
License No. _____ (where applicable)	Address for giving notices:
	Greenville Water
	P O Box 687
	Greenville, SC 29602
Witness	Witness
Witness	Witness

Greenville Water

Attachment 3: Plans and Specifications