



## **BOARD MEETING AGENDA SUBMITTAL**

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**TO: GCSB Board of Directors**

**FROM: Peter Kampa, General Manager**

**DATE: November 8, 2022**

**SUBJECT: Agenda Item 6E Adoption of a Resolution of the Board of Directors of the Groveland Community Services District Authorizing the Award of the Emergency Generator Replacement Project (REBID) to the Lowest Responsive Bidder and to Authorize the General Manager to Sign an Agreement on Behalf of the District**

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### **RECOMMENDED ACTION:**

I move to adopt Resolution 47-2022 authorize the award of the Emergency Generator Replacement Project (REBID) Construction Contract to Day Generator Service, Inc for a bid amount of \$659,526.00. and to authorize the General Manager to sign Contract Documents on behalf of the District.

### **BACKGROUND:**

The Groveland Community Service District (Groveland CSD) utilize diesel generators to power the wastewater treatment facility, water treatment plants, sewer lift stations, water distribution booster pump stations and other essential District owned facilities during extended power outages. It is the responsibility of the Groveland CSD to ensure that the emergency generators stationed at these essential District owned facilities are maintained and function properly to ensure operations are not interrupted during extended power outages. In particular, the Groveland CSD is responsible for maintaining the emergency generators at the following sites:

- |  |  |
|--|--|
| 1. Highlands Booster Pump Station                  | 6. Lift Station No. 13                       |
| 2. Groveland CSD Office/Wastewater Treatment Plant | 7. Lift Station No. 2                        |
| 3. Lift Station No. 7                              | 8. Lift Station No. 1                        |
| 4. Lift Station No. 9                              | 9. Big Creek Water Treatment Facility        |
| 5. Lift Station No. 8                              | 10. Second Garrotte Water Treatment Facility |

The typical life span of an emergency generator is approximately 20 to 40 years depending on the level of maintenance and exercising that occurs.

The emergency generator located at the Groveland CSD Big Creek water treatment facility was undersized and as a repercussion, was unable to power all of the infrastructure at the facility. For this reason, this generator is being upsized to be capable of meeting the facilities prescribed power demands.

The emergency generator located at the Groveland CSD Second Garrotte water treatment facility is old, outdated and has reached the end of its useful life. The emergency generator was installed when the treatment facility was constructed and is in need of replacement. This is an essential piece

of infrastructure to the Groveland CSD potable water system and must maintain constant operation during extended outages to the grid.

The Groveland CSD Office/wastewater treatment facility are powered using the same emergency generator during extended power outages. This emergency generator is old, outdated, has reached the end of its useful life and is in need of replacement. This is an essential piece of infrastructure to the Groveland CSD wastewater system and operation facilities.

The Highlands Booster Pump Station distributes potable water to the Groveland area. In the event of a loss of power, water service would be interrupted and reduced pressure in the system could lead to contamination from backflow into the aging distribution system. By installing a generator at the Highlands Booster Pump Station, it will allow GCSD to continue to provide water to disadvantaged residents in Groveland during a power outage.

During a power loss event, lift stations 1, 2, 7, 8, 9 and 13 would be at an extreme risk of overflowing and contaminating the lake. The lake acts as a secondary source of drinking water for the District, along with providing recreational opportunities to residents. Overflowing lift stations would also expose members of the community to untreated wastewater. By installing generators at these various essential lift stations, it will allow the District to maintain sewer service during power outages and will protect the secondary water source for the District and its residents.

**DISCUSSION:**

A total of five bids were received at the GCSD District office on November 3, 2022. The low bid was submitted by Day Generator Service, Inc. in the amount of \$659,526.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Day Generator Service, Inc.	\$659,526.00
PC, Inc	\$770,744.00
Industrial Electric Company	\$1,054,085.00
California Building Evaluation	\$1,078,785.00
KW Emerson, Inc.	\$1,107,196

**FISCAL IMPACT:**

Construction costs for the Emergency Generator Replacement Project are estimated to cost approximately \$675,000.00. The costs for the proposed Project will be covered in part by a Community Power Resiliency grant, United States Department of Agriculture (USDA) grant and Integrated Regional Water Management Plan (IRWMP).

**ATTACHMENTS:**

1. Resolution 47-2022
2. Bid Tabulation
3. Project Costs if Awarded to Day Generator Service, Inc.
4. Notice of Award
5. Agreement

## RESOLUTION 47-2022

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE EMERGENCY GENERATOR REPLACEMENT PROJECT (REBID) TO THE LOWEST RESPONSIVE BIDDER AND TO AUTHORIZE THE GENERAL MANAGER TO SIGN AN AGREEMENT ON BEHALF OF THE DISTRICT**

**WHEREAS**, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, the District has the authority to construct, operate and maintain District owned facilities; and

**WHEREAS**, the District needs replace/install new emergency generators at essential district owned facilities; and

**WHEREAS**, grant funding was received from the Community Power Resiliency program, United States Department of Agriculture (USDA) and Integrated Regional Water Management Plan (IRWMP) for the furnish and installation of the proposed generators; and

**WHEREAS**, AM Consulting Engineers prepared plans and specifications for the Emergency Generator Replacement Project (REBID); and

**WHEREAS**, the Project was advertised on October 13, 2022 in the Union Democrat; and

**WHEREAS**, a pre-bid meeting was held on November 18, 2022 where five (5) contractors attended; and

**WHEREAS**, the bids received were publicly opened and read on November 3, 2022; and

**WHEREAS**, the District has the authority to reject any and all bids, or to award the contract to the lowest responsive bidder; and

**WHEREAS**, Day Generator Service, Inc., bid dated November 3, 2022 is included herein for reference and we are to be included in the contract documents as detailed in the project specifications.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approve as follows:

1. The General Manager is authorized to issue Notice of Award to the lowest bidder Day Generator Service, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Day Generator Service, Inc. in the amount of \$659,526.00 after the Contractor's Performance and Payment Bonds are received.
3. The General Manager is authorized to negotiate Construction Change Orders (CCO) in an amount not to exceed a 15% increase in the original bid and contract amount.
4. The General Manager is authorized to negotiate deductive (cost) change order that result in a comparable work product.
5. The General Manager is authorized to negotiate a construction start date and issue the Notice to Proceed to the Contractor in accordance with the Project Plans and Specifications.
6. The General Manager is authorized to approve and process Contractor payments within the cost limitations stated herein, in accordance with the Project Plans and Specifications.
7. The General Manager is authorized to file the Project Notice of Completion in accordance with the Plans and Specifications.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 8, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Rachel Pearlman, Board Secretary

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Janice Kwiatkowski, President - Board of Directors

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on November 8, 2022.

DATED: \_\_\_\_\_

**Bid Summary**  
**Groveland Community Services District**  
**Emergency Generator Replacement Project**

Engineer's Estimate    Day Generator Service, Inc.    PC, Inc    Industrial Electric Company    California Building Evaluation    K.W. Emerson

Bid Item No.	Bid Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$66,000	\$66,000	\$50,000	\$50,000	\$28,466	\$28,466	\$15,275	\$15,275	\$72,450	\$72,450	\$24,162	\$24,162
2	Highlands Booster Pump Station Improvements	1	LS	\$51,000	\$51,000	\$56,779	\$56,779	\$65,755	\$65,755	\$84,915	\$84,915	\$56,350	\$56,350	\$107,228	\$107,228
3	Groveland CSD Office Improvements	1	LS	\$81,000	\$81,000	\$94,243	\$94,243	\$32,915	\$32,915	\$217,975	\$217,975	\$139,437	\$139,437	\$239,994	\$239,994
4	Lift Station 7 Improvements	1	LS	\$30,000	\$30,000	\$32,544	\$32,544	\$44,090	\$44,090	\$32,210	\$32,210	\$30,475	\$30,475	\$58,533	\$58,533
5	Lift Station 9 Improvements	1	LS	\$20,000	\$20,000	\$23,748	\$23,748	\$46,148	\$46,148	\$71,710	\$71,710	\$19,550	\$19,550	\$66,033	\$66,033
6	Lift Station 8 Improvements	1	LS	\$20,000	\$20,000	\$23,748	\$23,748	\$44,637	\$44,637	\$35,120	\$35,120	\$19,147	\$19,147	\$54,810	\$54,810
7	Lift Station 13 Improvements	1	LS	\$81,000	\$81,000	\$80,594	\$80,594	\$63,886	\$63,886	\$114,050	\$114,050	\$185,380	\$185,380	\$108,583	\$108,583
8	Lift Station 2 Improvements	1	LS	\$35,000	\$35,000	\$23,689	\$23,689	\$39,315	\$39,315	\$38,075	\$38,075	\$39,273	\$39,273	\$43,547	\$43,547
9	Lift Station 1 Improvements	1	LS	\$20,000	\$20,000	\$15,662	\$15,662	\$46,378	\$46,378	\$39,950	\$39,950	\$22,310	\$22,310	\$43,514	\$43,514
10	Big Creek Water Treatment Plant Improvements	1	LS	\$62,000	\$62,000	\$61,310	\$61,310	\$74,387	\$74,387	\$115,730	\$115,730	\$69,748	\$69,748	\$97,854	\$97,854
11	Second Garrotte Water Treatment Plant Improvements	1	LS	\$80,000	\$80,000	\$79,159	\$79,159	\$110,168	\$110,168	\$125,910	\$125,910	\$92,000	\$92,000	\$97,184	\$97,184
12	Excavation Through Rock (Crew of 3)	5	Hrs	\$800	\$4,000	\$450	\$2,250	\$600	\$3,000	\$749	\$3,745	\$431	\$2,155	\$682	\$3,412
<b>Total Base Bid Price</b>					<b>\$550,000</b>	-	<b>\$543,726</b>	-	<b>\$599,145</b>	-	<b>\$894,665</b>	-	<b>\$748,275</b>	-	<b>\$944,854</b>
Bid Additive Items															
1	Replacement of Conductors for Second Garrotte Generator Connection to ATS	70	LF	\$215	\$15,050	\$140	\$9,800	\$21,599	\$21,599	\$245	\$17,180	\$299	\$20,930	\$430	\$30,080
2	District Office Generator Fuel Distribution Improvements	1	LS	\$45,000	\$45,000	\$35,000	\$35,000	\$50,000	\$50,000	\$19,180	\$19,180	\$141,680	\$141,680	\$48,192	\$48,192
3	Lift Station No. 13 Modular Retaining Wall and Drainage Improvements	1	LS	\$80,000	\$80,000	\$71,000	\$71,000	\$100,000	\$100,000	\$123,060	\$123,060	\$167,900	\$167,900	\$84,070	\$84,070
<b>Total Bid Additive Price</b>					<b>\$140,050</b>	-	<b>\$115,800</b>	-	<b>\$171,599</b>	-	<b>\$159,420</b>	-	<b>\$330,510</b>	-	<b>\$162,342</b>
<b>Total Base Bid Plus Additive Price</b>					<b>\$690,050</b>	-	<b>\$659,526</b>	-	<b>\$770,744</b>	-	<b>\$1,054,085</b>	-	<b>\$1,078,785</b>	-	<b>\$1,107,196</b>

**Groveland Community Services District  
Emergency Generator Replacement Project  
Construction Costs**

**Day Generator Service, Inc.**

<b>Bid Item No</b>	<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Cost</b>
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$50,000	\$50,000
2	Highlands Booster Pump Station Improvements	1	LS	\$56,779	\$56,779
3	Groveland CSD Office Improvements	1	LS	\$94,243	\$94,243
4	Lift Station 7 Improvements	1	LS	\$32,544	\$32,544
5	Lift Station 9 Improvements	1	LS	\$23,748	\$23,748
6	Lift Station 8 Improvements	1	LS	\$23,748	\$23,748
7	Lift Station 13 Improvements	1	LS	\$80,594	\$80,594
8	Lift Station 2 Improvements	1	LS	\$23,689	\$23,689
9	Lift Station 1 Improvements	1	LS	\$15,662	\$15,662
10	Big Creek Water Treatment Plant Improvements	1	LS	\$61,310	\$61,310
11	Second Garrotte Water Treatment Plant Improvements	1	LS	\$79,159	\$79,159
12	Excavation Through Rock (Crew of 3)	5	Hrs	\$450	\$2,250
<b>Total Base Bid Price</b>				-	<b>\$543,726</b>
<b>Bid Additive Items</b>					
1	Replacement of Conductors for Second Garrotte Generator Connection to ATS	70	LF	\$140	\$9,800
2	District Office Generator Fuel Distribution Improvements	1	LS	\$35,000	\$35,000
3	Lift Station No. 13 Modular Retaining Wall and Drainage Improvements	1	LS	\$71,000	\$71,000
<b>Total Bid Additive Price</b>				-	<b>\$115,800</b>
<b>Total Base Bid Plus Additive Price</b>				-	<b>\$659,526</b>

**SECTION 005100  
NOTICE OF AWARD**

Date: November 8, 2022

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Project: EMERGENCY GENERATOR REPLACEMENT PROJECT (REBID)

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Owner: GCSD

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Owner's Contract No.:

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Contract: EMERGENCY GENERATOR REPLACEMENT PROJECT (REBID)

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Engineer's Project No.:

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Bidder: Day Generator Service, Inc.

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Bidder's Address: P.O. Box 1868, Brentwood, CA, 94513

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You are notified that your Bid dated November 3, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Emergency Generator Replacement Project (REBID) (Project).

The Contract Price of your Contract is six hundred fifty-nine thousand five hundred twenty-six Dollars (\$659,526.00)

One copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

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Owner

By: \_\_\_\_\_

Authorized Signature

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Title

Copy to Engineer

END OF SECTION

**SECTION 005200**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Groveland Community Services District (GCSD) ("Owner") and Day Generator Service, Inc ("Contractor"). Owner and contractor hereby agree as follows:

**ARTICLE 1 - WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the replacement of emergency generators, as well as various site improvements at the following locations throughout the Groveland CSD service area:
- |                                   |  |
|-----------------------------------|--|
| A. Highlands Booster Pump Station | F. Lift Station No. 13                   |
| B. Groveland CSD Office           | G. Lift Station No. 2                    |
| C. Lift Station No. 7             | H. Lift Station No. 1                    |
| D. Lift Station No. 9             | I. Big Creek Water Treatment Plant       |
| E. Lift Station No. 8             | J. Second Garrotte Water Treatment Plant |
- 1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Emergency Generator Replacement Project (REBID).

**ARTICLE 2 - ENGINEER**

- 2.01 The Engineer for this Project is AM CONSULTING ENGINEERS, INC. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIMES**

- 3.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Days to Achieve Substantial Completion and Final Payment*
- A. The Work will be substantially completed within one hundred five (105) working days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within one hundred twenty-five (125) working days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by



Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

#### **ARTICLE 7 – INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.1 percent per annum.

#### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; 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 (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
- G. 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.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Technical Specifications.
  - 7. Drawings
  - 8. Addenda (numbers 1 to 2, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.

- b. Documentation submitted by Contractor prior to Notice of Award.
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *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. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on November 8, 2022 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address for giving notices:

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(Where applicable)

Agent for service of process:  
\_\_\_\_\_