



GREEN Charter Elementary School Greenville Campus
1440 Pelham Road
Greenville, SC 29615

**Request for Quotation: Greenville HVAC
Gv HVAC-1440 23-04-03**

Proposal Due Date: 04/26/2023

Facility Location: 1440 Pelham Road, Greenville, SC 29506

Subject: Request for Proposal: Replace HVAC RTUs - GREEN Charter Schools

Key Dates:

- | | | |
|--------------------------------|------------|------------|
| 1. Prebid Meeting: | 04/19/2023 | |
| 2. Written Question Closing: | 04/21/2023 | |
| 3. Proposal Registration/Time: | 04/26/2023 | 4:00 pm ET |
| 4. Proposal Opening Date: | 04/10/2023 | |
| 5. Anticipated Award Date: | 05/01/2023 | |

GREEN Charter Schools, hereinafter referred to as the “Owner,” is requesting Proposals to provide, deliver, and install HVAC RTUs, including all related services described in this Request for Proposal (“RFP”). All documents enclosed herein are an integral part of this RFP. Each contractor or firm (“Bidder” or “Contractor”) providing a Proposal in response to this RFP is expected to carefully review all information contained within. All requirements set forth in the RFP are to be adhered to without exception. Any deviations must be listed and fully explained in a separate section of the Proposal entitled “Deviations” and may be cause for rejection.

Please note the requirements for Site Access, a Drug-Free Workplace, and Nondiscrimination.

Each Proposal must be compliant with all requirements of this RFP, including the “General Conditions”. The Owner will include the requirements of this RFP, including the General Conditions, in the purchase agreement (“Purchase Order” or “Contract”) issued to the successful Bidder for performance of the Scope of Services.

I. SCOPE OF SUPPLY/SERVICES

- A. The Scope of Supply/Services proposed shall consist of any and all costs associated with said project, inclusive of supervision, labor (direct and indirect), products, materials (unless otherwise specified herein), delivery, transportation, equipment, construction equipment (fully maintained, operated, fueled and lubricated), scaffolding, tools, temporary facilities, safety equipment/training, insurance, and any other items required in order to complete the Services for replacing all existing HVAC RTUs at the GREEN Charter Schools facility located at 1440 Pelham Road, Greenville, SC 29615.

- B. Provide and install new, replacement-packaged HVAC RTU units on the roof of the Owner’s facility complete with curb adapters, guard rails, and electric heat kits to replace the existing HVAC RTUs listed below:

1. Existing HVAC RTUs:

Qty	Size/Type	Manufacturer
4	20 Ton Packaged HVAC RTU	Trane
3	15 Ton Packaged HVAC RTU	Trane
1	10 Ton Packaged HVAC RTU	Trane
1	7.5 Ton Packaged HVAC RTU	Trane

2. New HVAC RTUs must be fully functional and compatible with existing ductwork, thermostats, and other supporting infrastructure.
 3. All replacement units will be by the same manufacturer. All replacement units must be comparable to existing units
 4. After installation, all new HAVC RTUs must be tested and demonstrated to be fully functional and operational prior to Owner acceptance.
- C. Disassemble, remove, and dispose of the existing HVAC RTUs.
- D. All cranes and other construction equipment required for removing the existing HVAC RTUs and locating and installing all new HVAC RTUs are included in the Scope of Services.
- E. The Successful Bidder will be required to follow and be in compliance with all Federal, State, City, and local laws, rules, and regulations. The Successful Bidder will also be responsible for all costs associated with such compliance (e.g., business license, permits etc.).
- F. Clean the worksite and restore to “as found” condition. The repair and costs of repair of any and all Contractor damage to the existing Owner facility or equipment, including the existing membrane roof, will be Contractor’s sole responsibility and must be performed prior to Owner Acceptance.
- G. Compliance with all other General Conditions set forth herein.

II. PROPOSAL PROCEDURE

- A. Proposal Submittal: Deliver Proposal in a plain, sealed envelope in person or by U.S. mail to the following:

Jonathan Blackwell
Facilities Manager
GREEN Charter Schools
1440 Pelham Road, Office A
Greenville, SC 29615

1. Proposal Number, Title, and Due Date/Time must be clearly identified on the outside of the envelope.
2. The Proposal must be received from Bidder no later than the Proposal Registration Date/Time listed above. Any Proposals received after the date and time of Proposal Registration deadline will not be considered.
3. Include hard copy and USB stick file with pdf versions of the Proposal documents.
4. All information requested by this RFP and Proposal Forms must be included to constitute a valid Proposal.
5. Prices and information must be legible. Illegible or vague Proposals may be rejected.
6. The long-hand signature of the individual submitting the Proposal must be attached.
7. Pricing Warranty: Under penalty of perjury, Bidder expressly warrants that the pricing and information submitted herein is not the result of an agreement, expressed or implied, with any other Bidder in attempt to influence or restrict competition.

8. By submitting a Proposal, Bidder acknowledges that it is fully informed as to the extent and character of the work, materials, and equipment required and further represents it can furnish the materials, supplies, and equipment in complete compliance within the specifications.
- B. Cost of Services: The sealed dollar cost of the RFP must contain the maximum, fixed fee lump sum price that the Owner will be charged for the scope of services described in this RFP. Separate fees should be stated for all possible options or anticipated potential problem areas. Costs to be broken out as indicated on the Proposal Forms.
1. All taxes must be included in the price and clearly identified in the Proposal Forms.
 2. All equipment shall be standard new equipment, of the latest model, and in current production.
 3. Prices shall be net, with transportation and delivery to the Owner site indicated herein at the expense of the successful Bidder. Title shall not pass, and the risk of loss shall remain upon successful Proposed Bidder until items have been delivered, installed, and accepted by Owner. Acceptance shall be considered punch list completion or beneficial occupancy.
 4. All contractor and business licenses required for execution and completion of the services are included in the price and are to the Bidder/Contractor account.
- C. Proposal Validity: Bidder's Proposal and prices quoted shall remain firm for a period of not less than 90 days from opening date and the Proposal must include a specific statement containing the bid validity.
- D. Proposal Format: All Proposals must be prepared in the standard format described below to facilitate comparison and evaluation. All Proposal Forms must be completed and returned with the Proposal. Failure to follow the format or to address an area adequately may cause the Proposal to be deemed incomplete and, therefore, to be excluded from consideration. Any proposed deviation from the Scope of Supply/Services must be listed under Deviations and fully explained.
- E. Clarifications and Questions: All questions and clarification requests related to this RFP must be in writing and submitted no later than 5:00 pm on 4/21/2023. Responses to questions and clarification requests will be issued by written addenda posted on the GREEN Charter Schools' website. No interpretation or clarification given orally or separately will be effective to alter or affect the terms of the RFP. Facsimile or e-mailed questions will be accepted. Please direct all questions to:
- Jonathan Blackwell**
Facilities Manager
GREEN Charter Schools
1440 Pelham Road, Office A
Greenville, SC 29615
jblackwell@scgreencharter.org
- F. Pre-Bid Meeting: A site walk-through is required to clearly understand the scope of services. Bidder representative must attend a mandatory pre-bid meeting at the project site on the following date and time:
- 04/19/2023 at 4:00 pm**
1440 Pelham Road, Office A
Greenville, SC 29615
- Contact: Jonathan Blackwell**
- G. Site Visit and Conditions: Bidder is required, by site examination, to satisfy itself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantity of materials to be encountered, the character of the facilities and equipment required preliminary to and during the performance of the work, the general and local conditions, and all other

matters which can in any way affect the work. Proposals are received with the understanding that Bidder has fully complied with the above provisions. Persons visiting the site shall provide their own safety devices including vests, steel-toed shoes, hard hats, safety glasses and earplugs. See General Conditions for additional details.

- H. Working Hours: Bidder's Proposal must be based on normal working hours being 7:00 am to 5:30 pm, Monday through Friday, or as directed by the Owner's facility manager. Saturdays may be used for weather-related delays or other reasons with prior written approval from an authorized Owner's representative. See General Conditions for additional details.
- I. Execution Plan: The Proposal must include an execution plan for removal of existing RTU HVAC units and installation of new ones. The execution plan must include a schedule showing sequenced activities, including the required site access date, completion date, mobilization and demobilization sequence (including multiple crane mobilizations if required), and anticipated staffing.
- J. Prequalification of Bidders and References: Each Proposal must include a minimum of three references and include contacts and phone numbers. Each Proposal must also provide a description of a completed project of similar size and scope, and all leases/contracts that have completed by Bidder in the last two (2) years verifying its qualifications for the project as stated. The Owner reserves the right to request any information or documentation necessary to qualify the successful Bidder for the project specified herein.

III. PROPOSAL WITHDRAWAL

- A. A Bidder may withdraw its Proposal from consideration if the price was substantially lower than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quality of work, labor, or material made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Proposal sought to be withdrawn. In order to request the withdrawal of a Proposal, the Bidder shall give notice in writing of its claim of right to withdraw the Proposal within two business days after the conclusion of the Proposal opening procedure and shall submit original work papers with such notice. A Proposal may be withdrawn as described herein upon the approval of the Owner.
- B. No Proposal may be withdrawn under this section when the result would be awarding of the contractual agreement on another Proposal to the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.
- C. If a Proposal is withdrawn under the authority of this section, the lowest remaining Proposal shall be deemed to be the low Proposal.
- D. No Bidder who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contractual agreement is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted.
- E. If the Owner denies the withdrawal of a Proposal under the provisions of this section, it shall notify the Bidder in writing, stating the reasons for its decision and award the contractual agreement to such Bidder at the Proposal price, provided such Bidder is a responsible and responsive Bidder.

IV. EVALUATION PROCEDURE:

Owner's personnel will evaluate the Proposals on the basis of qualifications, relevant experience, responsiveness, specifications, energy efficiency, life cycle costs, efficiency of use, identification of potential problems, and cost of the project. Cost will not be the primary factor in the selection of a supplier. Prior to award of work, the apparent successful firm may be required to enter into discussions with the Owner to resolve any contractual difference. These

discussions are to be finalized and all exceptions resolved within one week from notification. If no resolution is reached, the Proposal may be rejected, and discussions initiated with the next most responsive proposing firm.

V. PROPOSAL AWARD

- A. The Owner will notify the successful Bidder in the form of a Purchase Order or Notice of Award.
- B. The Owner reserves the right to reject any or all Proposals in whole or part and to waive any informalities if, in its judgment, it is in the best interest of the Owner.
- C. When Proposals are requested on individual items and also on a total sum of sums, the Owner reserves the right to award Proposals on individual items OR on total sums as may be in the best interest of the Owner.
- D. Award will be made to the lowest responsive and responsible Bidder, as will best promote the public interest.
- E. The Owner reserves the right to make awards within ninety (90) days after the date of the Proposal opening during which period Proposal may not be withdrawn unless the Proposal distinctly states that acceptance thereof must be made within a shorter specified time.
- F. In accordance with the Code of Laws of South Carolina [in the case of insufficient funds], the Owner reserves the right to negotiate with the lowest responsible Bidder.
- G. In submitting a Proposal, the Bidder obligates its company to furnish items at the Proposal price and confirms that written notice from the Owner accepting the Proposal constitutes a contract between the Bidder and the Owner. The Owner reserves the right to adjust original quantities. In addition, the Owner reserves the right to purchase additional quantities with no increase in price provided that the successful Bidder also agrees.
- H. A notice of award or purchase order to successful Bidder, to the address given in the Proposal, will be considered sufficient notice of acceptance of the contract.
- I. If the successful Bidder fails to deliver within the time specified, or within reasonable time as interpreted by the Owner, or fails to make replacement of rejected articles, when so requested, immediately, or as directed by the Owner, the Owner may purchase from other sources to take the place of the item rejected or not delivered. The Owner reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- J. A contract may be canceled at the successful Bidder's expense upon nonperformance of contract.
- K. Cancellation of contract for any reason may result in removal of the successful Bidder's name from a Proposal list for future contracting.
- L. When materials, equipment, or supplies are rejected, the successful Bidder must remove them from the premises of the Owner within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the Owner shall have the right to dispose of them as its own property, and the successful Bidder shall not hold the Owner liable for any rejected goods disposed of by the Owner.
- M. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest therein, or power to execute such contract, to any other person, company, or corporation.

VI. DELIVERY AND INSTALLATION

- A. No items are to be shipped or delivered until Bidder receives a Purchase Order (in this case, a purchaser order involving Labor) or a written Notice to Proceed.
- B. Successful Bidder ("Contractor") is responsible for deliveries to the project. All deliveries shall be closely coordinated with Owner' representative and the current revision of the Execution Plan.

- C. No deliveries may be made outside of the work hours specified above without Owner's express written approval.
- D. Unloading, assembly, and placement are the full responsibility of the Contractor. Contractor is responsible for all equipment required to unload, assemble, and place.
- E. Equipment and supplies shall be stored at the site only on the approval of the Owner and at the Contractor's risk. In general, such onsite storage should be avoided to prevent possible damage or loss. The Contractor agrees to assume full and complete responsibility for injuries occurring to employees of the Owner resulting from equipment and/or supplies stored at the site.
- F. Owner accepts no responsibility for transportation, unloading, assembling, or placing of equipment.
- G. See General Conditions for additional details.

VII. WARRANTY

- A. Bidder's lump-sum price includes Bidder's standard warranty. The standard warranty shall be included in the lump-sum price and clearly described in the Proposal.
- B. The Bidder shall include an Alternate in the Proposal to extend the warranty for labor, materials, and equipment to five (5) years.
- C. See General Conditions for additional details.

VIII. SITE ACCESS AND EMPLOYEE BACKGROUND CERTIFICATION

- A. Prior to award, Bidder must provide that no employee working at the Owner's facility work site: 1) Has been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child; and 2) Has been convicted of a crime of moral turpitude.
- B. Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contractual agreement to provide services, and when relevant, the revocation of any license required to provide such services.
- C. All background checks during Proposal and work phases are to the account of Bidder/Contractor
- D. All site access must be coordinated with Owner. See General Conditions for further details.

IX. INSURANCE

See General Conditions for Insurance Requirements.

X. NONDISCRIMINATION

During the performance of this contractual agreement, the Bidder agrees as follows:

- A. The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, will state that such Bidder is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law or rules or regulations shall be deemed sufficient for the purpose of meeting the



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requirements of this section.

- D. The Contractor shall include the provisions of the foregoing paragraphs A. through C. in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontract or Bidder.
- E. The Bidder does not discriminate against faith-based organizations.



Form of Proposal

Date:
Bidder's Proposal No.:

Bidder's Name:

Inquiry No.: **GV HVAC 1440 23-03-13**

Project: **Greenville-Pelham
HVAC**

Services: **HVAC Replacement**

Location: **1440 Pelham Road,
Greenville SC 29506**

SECTION 1 Pricing

LUMP SUM PROPOSAL							
Description	Qty*	Direct Hours	Labor\$**	Permanent Material*** \$	Constr. Equip. \$	RTU Disposal \$	Total \$
20 Ton Packaged RTU with kits	4						
15 Ton Packaged RTU with kits	3						
10 Ton Packaged RTU with kits	1						
7.5 Ton Packaged RTU with kits	1						
6 Ton Packaged RTU with kits	1						
Louvered Guard Rails							
Curb Adapters -units							
Curb Adapters -units							
Curb Adapters - units							
Misc. Materials							
Crane/Equipment Rentals							
Sales & Use Taxes							
<i>(Insert Additional Rows If required)</i>							
LUMP SUM TOTAL:							

Any **quantities provided are for reference only to evaluate all proposals accurately. The Agreement will be on a LUMP SUM basis. The actual Payment Schedule will be mutually agreed upon between GREEN Charter Schools and successful Bidder to accurately progress work.*

*** Includes unit **labor** (direct, supervision, removal, disposal, etc.) required by unit.*

**** **All permanent material/equipment is taxable.***

PROPOSAL BREAKDOWN

COSTS ARE ALREADY INCLUDED IN INDIVIDUAL LINE ITEMS ABOVE

PRICING (Description of Services)	
Material	US\$
Sales and Use Taxes.....	US\$
Direct Labor (includes site supervision).....	US\$
Equipment (includes fuel, oil, and grease).....	US\$
Mobilization and Demobilization	US\$
Indirect Cost, Overhead, and Profit	US\$
FIRM LUMP SUM PRICE -	US\$

OPTION PRICING								
Cost Code	Description by Area	Unit	Qty *	Direct Hours	Labor \$	Material \$	Equip /Misc \$	Total \$
	1. Alternate 1 – Extended Warranty							
	2.							

***Any quantities provided are for reference only to evaluate all proposals accurately. The Agreement will be on a LUMP SUM basis.**

OTHER REQUIRED INFORMATION

Date of Site Visit(s): _____
 Contractor's License _____ Federal ID No.: _____
 (Required) State Number

Estimated Direct Hours to Complete Work: _____ Estimated Crew Size: _____

Proposed Mobilization Date: _____ Proposed Demobilization Date: _____

Number of Mobilization/Demobilizations Included in Base Proposal: _____

Additional "Not to Exceed" Amount per Extra Mobilization/Demobilization: Personnel Only _____
 Personnel & Equipment _____

Does Contractor or Lower-Tier Subcontractors have pre-hiring collective bargaining agreements?

Contractor Yes No Lower-Tier Subcontractor Yes No

BIDDER HAS INCLUDED EACH OF THE FOLLOWING REQUIRED ATTACHMENTS AND DOCUMENTS:

- I-A. Proposer/Employee Background Certification Yes No
- I-B. Additional Required Documentation
 - 1. Execution Plan and Field Supervision Yes No
 - 2. Bidder's Schedule of Work to be Performed Yes No
 - 3. Alternate Proposal Submitted? (in addition to a compliant proposal) Yes No
 - 4. Copy of Contractor's License Yes No
 - 6. Service/Support Plan options with individual pricing for service after warranty period..... Yes No
(Include call service hours, response time after customer call placed for each option.
Include capability for 24/7 response)
 - 7. Priced list of user-serviceable spare parts and availability Yes No
 - 8. Priced list of vendor-serviceable spare parts and availability Yes No
- C. Insurance – Provide a Copy of Standard Certificate of Insurance..... Yes No
If Contractor's standard insurance coverages DO NOT meet GREEN Charter Schools'
requirements (see Attachment IV, Exhibit K Insurance), what are the additional premium costs to
increase limits? (If costs are included in your proposal to meet GREEN Charter Schools'
requirements, then state "included")
- Bidder has received and acknowledged the following Addenda (None, 1, 2, 3, etc.)
- Commercial Terms and Conditions:**
Proposal is Submitted **WITHOUT** commercial exceptions? Yes No
If you answered **NO** to the above question, commercial exceptions **MUST** be attached Yes No

Bidder's Company Name: _____

By: _____
Signature

Type/Print Name

Title: _____



Form of Proposal
ATTACHMENT I-B
References

Proposer must provide the company and contact information for provision of similar services within the last 2 years.

Company Name	Company Contact	Contact e-mail	Contact Telephone



Form of Proposal
Attachment I-C
Proposed Subcontractors
02/28/08 Version

	Subcontractor Name and Address	Scope of Work	Value of Work
1.	_____	_____	\$ _____

2.	_____	_____	\$ _____

3.	_____	_____	\$ _____

4.	_____	_____	\$ _____

5.	_____	_____	\$ _____

6.	_____	_____	\$ _____

		Total	\$ _____

Bidder Name: _____

Date: _____



Form of Proposal

Attachment I-D

Unit Rates

The following unit rates shall apply for out-of-scope Change Order work (as well as deleted work) not covered by Lump Sum Quote or Time & Material Rates. The rates are for material supplied and installed while Contractor is mobilized on the Project Site:

Item No.	Item Description	Quantity	Units	Add	Deduct
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Bidder Name: _____

Date: _____



Form of Proposal Attachment I-E Time and Material Rates

The following Time and Material Rate Schedule will apply for Change Order Work not covered by Unit Cost. Should Contractor be required to perform Change Order Work on a Time and Material basis, all invoices must be substantiated with Contractor approved timesheets and original material bids and invoices.

1. MATERIALS (Invoice cost, substantiated) plus Markup of ____%.
2. THIRD PARTY RENTAL (Invoice cost, substantiated) plus Markup of ____%.
3. LOWER TIER SUBCONTRACTOR (Invoice cost, substantiated) plus Markup of ____%.

Note: Lower Tier Subcontractor Markups will not exceed the markups allowed for the primary Contractor under this agreement.

4. CONTRACTOR OWNED CONSTRUCTION EQUIPMENT (rates include all maintenance, fuel, and lubrication).

Equipment	Hourly	Daily	Weekly	Monthly

- a) Any cranes provided are to be furnished with Crane Hook Magna Flux Certificate and a current Crane Inspection Report prior to use.
- b) For on-site equipment used for Change Order Work, the billing will be in accordance with the lowest rate shown, pro-rated for the hours/days required.
5. LABOR (Provide all craft rates proposed to be used on the job). Extended hourly rates must include ALL costs. All hourly rates are to be inclusive of any small tools with a cost of \$1,000.00 or less.

Craft	Straight Time	Overtime	Holidays	Exp. Date
Superintendent	/Hr.	/Hr.	/Hr.	
General Foreman	/Hr.	/Hr.	/Hr.	
Foreman	/Hr.	/Hr.	/Hr.	
Journeyman	/Hr.	/Hr.	/Hr.	
Laborer	/Hr.	/Hr.	/Hr.	
Helper	/Hr.	/Hr.	/Hr.	
Other (please define)	/Hr.	/Hr.	/Hr.	
	/Hr.	/Hr.	/Hr.	
	/Hr.	/Hr.	/Hr.	
	/Hr.	/Hr.	/Hr.	

- a) **Overtime:** Defined as any hours worked over forty (40) per week.
- b) **Expiration Date:** Rates listed above must be valid through the time period of this Agreement. If more than one Rate Schedule is required for this time period, a breakdown must be provided
- c) **Per Diem:** ____ per person per day worked, **only if employee's primary residence is over fifty (50) miles from project jobsite.** Contractor shall pay employee the full per-diem rate as a direct pass through cost.



Form of Proposal

Attachment I-F

Additional Required Documentation

1. **Execution Plan and Field Supervision**—Bidder must attach a brief written execution plan for the work including any work to be subcontracted. Bidder must indicate the level of field supervision required to supervise the work and provide the name and resume of the supervisor(s) to be assigned. If awarded the contract, Bidder will not change the supervisor(s) without written approval of GREEN Charter Schools. Failure to include this information may result in Bidder’s Proposal being rejected.
2. **Bidder Schedule of Work to be Performed**—Bidder must include with its proposal a bar chart schedule for the major milestones of its contractual activities, including material purchases and deliveries, mobilization, performance of the work, and demobilization. Review and updates of construction progress will be required throughout the duration of the Work on a weekly basis.
3. **Alternates (as applicable)**—Bidder is encouraged to submit alternate proposals when such alternates are considered to be an improvement in technical capabilities or more cost or schedule effective. *When submitting an alternative proposal, an accompanying compliant bid is required before the alternative proposal will be considered.*
4. **Deviations and Exceptions.** Include a separate section in the proposal to identify any exceptions taken to this RFP, including requirements of the General Conditions. Please see proposal procedure.
5. **License.** Copy of Contractors License.



Form of Proposal

Attachment I-G

Insurance Requirements

6. **Insurance Certificate:** Contractor shall provide a copy of their standard certificate of insurance with their proposal.

If Contractor's standard insurance coverages DO NOT meet GREEN Charter Schools' requirements (see then Contractor shall provide the costs to increase their limits accordingly. Bidder shall include the price for increased limits Options section of Attachment II, Form of Proposal.



GENERAL CONDITIONS

1. GENERAL REQUIREMENTS

1.1 INVESTIGATION OF SITE AND PROJECT

Contractor will familiarize itself with the Project, the Project site, the participants in the Project, the availability of labor and materials, the environmental considerations affecting the Project and the Services, and all other matters at the site or in the vicinity of the site that affect the Services. If Owner furnishes Contractor any information about such matters, Contractor's reliance on such information is at its own risk and Owner does not warrant the correctness or accuracy of such information.

1.2 PERFORMANCE

1.2.1 Contractor will perform the Services according to good industry practice and the plans, specifications, and other requirements of this Agreement. Contractor will furnish all supervision, labor, supplies, tools, equipment, facilities, storage, materials (except as specified herein to be furnished by Owner), and all other things and services necessary or desirable to perform the Services.

1.2.2 Contractor will use the latest revision or version of any documentation, software, drawings, and specifications that have been issued to Contractor or that are customarily applied or used in performing the Services.

1.2.3 Contractor is responsible for the correctness of the Services, notwithstanding that Contractor may have been assisted by Owner, or other contractor in completing the Services. If Contractor discovers an error, conflict, inconsistency or omission, Contractor must immediately notify Owner and await instructions from Owner before proceeding with any correction or resumption of the Services.

1.2.4 Contractor is fully responsible for repairing damage to Owner's existing site, facilities, equipment, materials, and restoring the site to "as found" conditions.

1.2.5 Contractor shall take any precautions or preventive measures required to prevent damage to the existing roof. In the event that Contractor damages the roof, Contractor shall be fully responsible for repair or replacement.

1.2.6 Progress Reporting: Contractor shall provide weekly updates to execution plan, with specific attention given to achieving the Final Acceptance Date.

1.2.7 Liquidated Damages: Liquidation Damages of US \$5,000.00 (Five Thousand United States Dollars) per day for each day completion is delayed beyond Final Acceptance. Liquidated Damages will be deducted from the final invoice.

1.3 SUPERINTENDENT

Contractor will provide a competent resident superintendent who is an employee of Contractor, and any necessary assistants, all satisfactory to Owner. The superintendent must be able to fluently read, write, speak, and fully comprehend the English language. If Contractor's personnel are not fluent in English, Contractor must

provide a superintendent who is fluent in English and in the language spoken by such personnel.

1.4 COORDINATION

1.4.1 Contractor will perform the Services as part of the team of participants in the Project in cooperation with such participants and subject to all rules, regulations and directives of Owner (a) for the coordination of the work of all participants, (b) for the maintenance of safety, efficiency, security and good order on the Project as a whole, (c) for compliance with all applicable laws and the terms hereof, and (d) for the protection of the environment and the rights and well-being of the public.

1.4.2 Owner will schedule and coordinate the use of jointly used facilities, equipment, and space on the Project. Contractor will accommodate its schedule to any such coordination and perform all Services with minimum interference to other participants.

1.5 ALLOCATION OF FACILITIES

Owner may designate for use by Contractor certain entrances, parking areas, storage areas, office and work areas, and such facilities and equipment as Owner is to provide. Owner may allocate and schedule the use of such common facilities and utilities provided by Owner for use by Contractor. Temporary interruptions of services, utilities and use of facilities are anticipated and will not justify a claim for an adjustment in compensation or time of performance.

1.6 INSPECTION, EXPEDITING, AND QUALITY CONTROL

1.6.1 Owner may inspect the Services and Contractor's tools and materials at all times. No Services will be covered, embedded, installed, attached, or commingled until inspected and accepted by Owner in writing, and any Services without such acceptance will be uncovered, uninstalled, or separated out by Contractor at its expense for inspection upon Owner's request.

1.6.2 Any review, inspection or acceptance of the Services will not relieve Contractor of its obligation to comply with all requirements of this Agreement.

1.6.3 Owner may reasonably access the fabrication shops of Contractor, its subcontractors, and the suppliers of either, for expediting purposes.

1.6.4 Contractor will maintain and furnish all quality assurance and quality control documentation for the Services, including that required in its plan, or as reasonably requested by Owner.

2. HEALTH, SAFETY AND ENVIRONMENT (HS&E)

2.1 Contractor will (a) take all actions necessary to minimize the environmental impact of operations under its control, (b) not take any action that might compromise the health, safety and security of any person or the environmental condition of any site (or any property adjacent to such site), (c) give the highest priority to achieving the goal of an incident-free work environment, (d) ensure that its personnel and other contractors adhere to these goals,



(e) foster a positive HS&E culture, (f) implement an effective HS&E management system, (g) proactively manage HS&E performance, (h) integrate HS&E principles, objectives and policies into its execution plan and (i) provide effective enforcement of HS&E matters and the requirements under this Agreement.

2.2 Contractor will provide personnel trained in the proper use of personal protective equipment appropriate for the hazards present or that should be reasonably expected. Contractor will ensure that its subcontractors comply with this requirement.

2.3 Contractor is responsible for (a) providing first aid facilities for its and its subcontractors' personnel; however, in emergency situations, Contractor may use Owner first aid facilities, and (b) arrangements with hospitals and doctors for its and its subcontractors' personnel. Any assistance provided by Owner "Good Samaritan" basis, *and Contractor will defend, indemnify, and hold harmless Owner from any liability or claims arising therefrom, even if such liability or claims are based upon the negligence of Owner.*

2.4 HEALTH, CLEANLINESS AND SANITATION

2.4.1 Contractor will immediately notify Owner's safety coordinator at the work site of all injuries to its and its subcontractors' personnel, and will, within 24 hours of such notification, provide Owner a written report covering such injuries. Such report must include the following information: (a) name and address of the injured personnel; (b) name and address of Contractor's liability insurance carrier; (c) a detailed description of the incident and whether any Owner equipment, material or personnel were involved; (d) a dated copy of Contractor's report of injury to Contractor's insurance carrier; and (e) any other information reasonably requested by Owner.

2.4.2 Contractor will keep the work site clear of all trash, debris and excess materials and equipment. Upon completion of the Services, Contractor will promptly remove, relocate, or dispose of all excess material and equipment from the work site according to Owner directions, including returning Owner equipment and excess Owner materials to Owner, and clean up the site to Owner's reasonable satisfaction. If Contractor fails to comply with the requirements of this Section 2.4.2, Owner may perform the clean-up and charge Contractor for the cost thereof.

2.5 SAFETY AND SECURITY

2.5.1 Unauthorized items, including cameras and video recorders, prohibited drugs, drug paraphernalia, alcoholic beverages, firearms, explosives, and weapons, are not allowed on any Owner or site. Entry into or upon any Owner or site is conditioned upon Owner and the site owner's right to search the person and personal effects of any entrant for unauthorized items. Searches may be made by authorized Owner and site owner personnel from time to time without prior announcement.

2.5.2 Contractor is responsible for the safety and security of its and its subcontractors' personnel throughout the performance of the Services and will take effective measures to avoid the creation of hazards at the work site. Upon encountering any unsafe condition or practice, Contractor will immediately cease the performance of the Services, provide written notice to Owner, and immediately take action appropriate to remedy the situation if such is appropriate or prudent to prevent imminent injury or harm, or otherwise take such action as directed by Owner. Contractor is responsible for establishing a safety program acceptable to Owner containing an "incident-free workplace" objective, including holding frequent

safety meetings, monitoring, and correcting safety practices, and conducting routine safety inspections of operations, procedures, facilities, and equipment used in the performance of the Services. If applicable to the type of Services to be performed at the work site, Contractor will train all personnel involved with the Services in the Owner-approved safety and security program before beginning performance.

2.5.3 If an incident occurs involving the Services, Contractor will promptly furnish Owner with written reports, including all documents filed with or received by any insurer or government agency. Contractor will cooperate with Owner in any investigation, provide any supporting documentation reasonably requested, and arrange for its and its subcontractors' personnel to provide interviews and information to Owner.

2.5.4 Contractor is responsible for the personal safety and security of its personnel inside or outside the work site. If Owner provides transportation service for Contractor's personnel, Contractor assumes the risk of such transportation under Section 7.1.

2.5.5 If a government agent or inspector requests Contractor to allow access to the work site, Contractor will immediately notify Owner and will provide appropriate cooperation and professional courtesies during the visit.

2.6 ENVIRONMENTAL OBLIGATIONS

2.6.1 Contractor will perform the Services in a manner that minimizes any adverse environmental impact, preserves and conserves natural resources, and minimizes the risk of pollution and contamination.

2.6.2 Contractor and its subcontractors will perform the Services in compliance with applicable environmental laws, including regulations applicable to air, port, inland, navigable, coastal, offshore, outer continental shelf and international waters, including laws applicable to the handling, management, storage, transportation and disposition of any solid, liquid or gaseous wastes and hazardous wastes, substances and materials introduced or generated by Contractor or its subcontractors (including any paints, solvents, cleaners, fuels, lubricants, waste oil, construction or demolition wastes, process by-products and other substances).

2.6.3 Contractor will not accumulate, store, transport, treat, recycle, reuse, or dispose of any waste on the work site or any site adjacent thereto without the prior written consent of Owner and in strict accordance with procedures provided or approved by Owner and all applicable environmental laws.

2.6.4 Contractor is responsible for implementing, maintaining, and supervising all environmental training necessary for its and its subcontractors' personnel in connection with the Services. Contractor and its subcontractors will comply with this Section 2.6 and any written environmental policies, rules and procedures provided to Contractor by Owner, as well as all applicable environmental laws, and if there is a conflict, provide Owner with written notice so Owner may evaluate and provide instructions to Contractor. If any separate requirements apply to the same obligation, Contractor will comply with the most stringent requirement. Contractor will provide acceptable evidence of training to Owner upon request.

2.6.5 Contractor will plan and perform the Services so as not to (a) damage, close or obstruct any utility installation, highway, road, ditch, railroad bed or similar structure; (b) damage, disrupt, obstruct or otherwise interfere with the operation of any pipeline, telephone, cable, electric transmission line or similar structure; or (c) enter upon



land in its natural state (including any wetland), disturb any wildlife, or damage or destroy cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the site. Contractor is not entitled to a change order or claim for any consequences resulting from Contractor's failure to comply with the provisions of this Section 2.6.

2.6.6 Contractor is responsible for the management of materials and wastes according to all applicable environmental laws and this Agreement. Contractor will not commingle the waste it handles with any waste generated by Owner or others, and will segregate hazardous waste from non-hazardous waste at all times. If Contractor is providing transportation of non-hazardous solid waste, trash or debris from the work site, no commingling of waste will take place during transport without the prior written consent of Owner.

2.6.7 Contractor will immediately provide written notice to Owner upon discovery of any environmental incident on the work site, including sudden and accidental spills, exposures, leaks or releases, discharges, emissions, mishandling, commingling, explosions, fires, or any similar incident involving any biohazardous element, chemicals, radiation, or regulated or hazardous substances or wastes, whether on, over or under land, water (including into wastewater collection systems and storm water collection systems), air or through any other media. Contractor will submit a written report to Owner within 48 hours of the incident in the format and with information required by Owner, including details concerning the date, time, location, amount and type of spillage, leak or release, the type and extent of pollution or contamination, any injuries and property damage, any actions taken, and Contractor's recommendations for handling the incident. Any such spill, leak or release will be handled and cleaned up at Contractor's expense to Owner's and the site owner's satisfaction and in conformance with requirements of environmental law applicable to the type of spill, leak, or release. If an emergency situation arises as a result of Contractor's or its subcontractors' action or failure to act, Contractor will immediately provide written notice to Owner and take all actions required by law and necessary to protect life and property.

2.6.8 If an environmental incident involves the release or potential release of a reportable quantity of any petroleum product, chemical, gas or other hazardous substance (as defined by applicable environmental law), then in addition to the notice required by Section 2.6.7, Contractor will fully comply with any applicable environmental law pertaining to such release, and if such release occurred on an Owner site, Contractor will coordinate notification to the appropriate agency with Owner, as appropriate.

2.6.9 Contractor will provide access to its internal, non-privileged records and documents, personnel, and fully cooperate with any investigation that Owner or governmental agency elects to undertake in regard to any matter covered under this Section 2.6. Nothing herein is intended to require investigation, supervision, or any action on the part of Owner.

2.6.10 Contractor will comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and all other applicable safety and handling laws, standards or regulations of any jurisdiction regarding container labeling, warning notices, supply of Material Safety Data Sheets ("MSDS"), training and other requirements, including the following specific requirements: (a) Contractor will affix proper tagging and warning labels to all containers of hazardous chemicals or substances introduced on any work site and have on record all required MSDS documents, with copies readily available to site personnel and submitted to Owner upon request; (b) Contractor will provide written notice to Owner of

any precautionary measures for any such items brought on a work site that need to be taken to protect Owner during normal operating conditions and in foreseeable emergencies at any site; (c) Contractor will supply all MSDS and associated information with Contractor material and equipment required by law; and (d) Contractor is responsible for its and its subcontractors' compliance with this Section 2.6.10, including the complete, accurate and timely submittal of documents.

3. PERSONNEL MATTERS

3.1 EMPLOYMENT PRACTICES

3.1.1 Contractor will provide competent and adequately trained personnel and will remove from the worksite or its Services any personnel deemed by Owner to be unsatisfactory due to incompetence, lack of cooperation, unwillingness to comply with established policies and procedures, improper conduct or other behavior deemed detrimental to the workplace. Contractor will provide badges, color codes, or other symbols of identification for its personnel and equipment according to the system specified or approved by Owner. Contractor is responsible for its personnel abiding by and enforcing security measures, including those pertaining to the prevention of theft, pilferage, vandalism, and waste.

3.1.2 Contractor will verify that its personnel are authorized to work in the United States and will obtain signed original I-9 forms (Employment Eligibility Verification) or other acceptable proof of identity and authorization to work documents from each individual. Such I-9 forms and copies of the other documents will be maintained by Contractor to provide evidence as required by law and will be available for inspection by the Owner upon written request.

3.2 SITE ACCESS and EMPLOYEE BACKGROUND CERTIFICATION

3.2.1 Prior to award Bidder must provide that no employee working at the Owner's facility work site: 1) Has not been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child; and 2) and that employee working accessing the work site has been convicted of a crime of moral turpitude.

3.2.2 Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact that such conviction shall be grounds for the revocation of the contractual agreement to provide services, and when relevant, the revocation of any license required to provide such services.

3.2.3 All background checks during proposal and work phases are to the account of Contractor

3.2.4 All site access must be coordinated with Owner.

3.3 LABOR RELATIONS

3.3.1 Contractor will give Owner notice and full information regarding any threatened or existing labor relations problem or dispute affecting the Services. Contractor will cooperate in any effort by Owner to mediate or otherwise attempt to resolve labor relations problems and disputes, including threatened or existing work stoppages, slowdowns, boycotts, disturbances, strikes, or picketing affecting the Project. Contractor is responsible for its own labor relations issues and will take reasonable measures to ensure that such issues do not affect the Services, the Project, or any work site.



3.3.2 Contractor's obligation to perform the Services will not be excused due to any labor relations problems, dispute or activity related thereto, including refusals to cross picket lines, unless in the opinion of Owner there is a clear and imminent danger of substantial bodily harm or property damage to Contractor's personnel by entering the work site or performing the Services.

3.3.3 If Contractor has pre-hiring collective bargaining agreements, Contractor represents that these agreements contain provisions prohibiting any strike, slow down, picketing, secondary boycotts, or work stoppage during performance of the Services, and that Contractor's entering into this Agreement does not violate such agreements.

3.4 DRUG, ALCOHOL AND FIREARMS POLICY

3.4.1 Contractor's personnel will not perform the Services or be allowed access to any work site while under the influence of any controlled substance, or while a measurable presence of alcohol or other controlled substance has been or can be shown by a drug screen, unless such use is under the proper prescribed dosage for current personal treatment by a licensed physician as documented by a valid written prescription.

3.4.2 Contractor's personnel will follow Owner's policy regarding illegal drugs, controlled substances, alcohol, and firearms, which policy is as follows:

- The use, possession, distribution, purchase or sale of illegal drugs, controlled substances, or drug paraphernalia while on a work site, engaged in Owner business or while operating Owner equipment is prohibited.
- The use of illegal drugs, controlled substances or alcohol that causes or contributes to unacceptable job performance or unusual job behavior is prohibited.
- The unauthorized use, possession, transportation, or sale of alcoholic beverages while present on a work site or while operating Owner equipment is prohibited.
- The use, possession, transportation or sale of explosives, unauthorized flammable materials, firearms, or other weapons by Contractor personnel while present on a work site, engaged in Owner business or while operating Owner equipment is prohibited.

3.4.3 Owner may remove any Contractor personnel from, and deny such personnel future access to, any work site for violations of this Section 3.4 or for a reasonable suspicion of alcohol or controlled substance use, and Contractor is responsible and assumes all liability for immediately and safely removing such personnel and their vehicles from such work site.

3.4.4 For purposes of enforcing the policy set forth in Section 3.4.2, Owner may carry out reasonable searches of Contractor personnel and their personal effects when entering, while present on, or when leaving a work site.

3.4.5 If Owner requests, Contractor will search or screen its personnel (unless prohibited by applicable law) before such personnel enter a work site, engage in Owner business, or operate Owner equipment, or while such personnel are present on a work site, engaged in Owner business or operating Owner equipment. Contractor will notify the Owner work site manager before conducting such search or screen.

3.4.6 Contractor's compensation for the Services includes the cost of drug testing its and its subcontractors' personnel before

assignment to the Project. Contractor's price also includes the cost of periodic random drug testing after assignment to the Project if such testing is directed by Owner. Owner may audit Contractor's testing program upon request.

4. PAYMENT, TAXES AND LIENS

4.1 PAYMENT

4.1.1 An initial draw down as agreed prior purchase order issue. Final payment at final acceptance. Contractor will submit an invoice to Owner for all Services completed. Contractor will apply all payments as trust funds to pay for all components of the Services, including on-time payments to its subcontractors. Each invoice will be in the form specified or approved by Owner and will be fully supported by proper evidence, including schedules, manpower reports, time sheets, justification for all costs and expenses, and any affidavit or certificate requested by Owner, showing (a) the portion of the Services completed, (b) compliance with all requirements of this Agreement, (c) payment of all bills and (d) through attachment in a form specified by Owner, compliance with the requirement for delivery of final (and interim, if Owner requests) lien and claim waivers from Contractor and each subcontractor attesting that no lien or claim exists or could be claimed arising from the Services. Any deficient invoice may be rejected by Owner, in whole or in part, and Owner will have no obligation to pay such invoice until Contractor has remedied such deficiency to Owner's satisfaction.

4.1.2 Approved Invoices will be paid Net 30 days.

4.1.3 Contractor will submit with its invoice for final payment a total release of any liens and claims against Owner in the form required and approved by Owner.

4.2 TAXES

4.2.1 Contractor is responsible for all franchise, privilege and other such taxes legally imposed on Contractor including, but not limited to, taxes based on Contractor's revenue, income, net income, net assets, net worth or capital and any taxes imposed in lieu thereof, and all duties, fees, levies, charges, or other assessments of whatever nature legally imposed on Contractor in connection with the Services.

4.2.2 Owner is responsible for all excise, sales and use taxes legally imposed on Owner in connection with the Services.

4.2.3 Contractor is responsible for all contributions or taxes for unemployment insurance, social security payments, or other assessments for its personnel performing the Services.

4.2.4 If Contractor's compensation is other than lump sum, Contractor's invoices will specify the total amount of excise, sales and use taxes paid or billed by Contractor. If it is ever determined that any tax included in the amount paid by Owner was not required to be paid, Contractor will promptly refund such amount to Owner. Contractor will comply with applicable law in identifying and describing with specificity any taxes included in any invoice.

4.3 LIENS AND CLEAR TITLE

4.3.1 To the extent permitted by law, Contractor waives all rights to claim any lien against the Services or the property on which it is performed. Contractor will obligate its subcontractors and vendors not to claim any such lien. Contractor will pay and will obligate its subcontractors and vendors to pay when due, all bills for labor, materials, equipment, or services connected with the Services, and may not assert any lien or permit any lien to be asserted or



maintained against the Project or any funds or land involved in the Project.

4.3.2 Contractor warrants that title to all materials, supplies and equipment installed or delivered by Contractor, together with all improvements and appurtenances constructed or placed by Contractor, is free from any claims, liens, security interests or charges.

4.3.3 If any lien or encumbrance is asserted or maintained in violation of this Section 4.3, Contractor will promptly proceed to have it removed. If Contractor fails to remove any such lien or encumbrance, then Owner may do anything necessary to have such lien or encumbrance removed, and Contractor will pay all costs incurred by Owner in connection therewith.

5. SCHEDULE, EMERGENCIES AND FORCE MAJEURE

5.1 SCHEDULE

5.1.1 Contractor will commence the Services promptly when directed by Owner and will prosecute the Services diligently to completion according to this Agreement. Contractor will be liable for all charges in connection with any delay in unloading, hauling, lifting, or handling of material and equipment.

5.2 EMERGENCIES

5.2.1 If there is an emergency endangering life or property (including any response to force majeure), Contractor will take all reasonable and necessary actions to prevent, avoid or mitigate injury, damage or loss and will, as soon as possible, report any such incidents, including its response thereto, to Owner; subject to directions given to Contractor by Owner. If such emergency was caused or exacerbated by Contractor, or if Contractor fails to take such necessary and reasonable action to protect lives and property, Contractor will not be entitled to a change order or any other cost or schedule relief, and Contractor will reimburse Owner for the reasonable costs incurred by Owner in taking any action to mitigate the effects of such emergency. Contractor is responsible to provide all first aid, ambulance, and emergency medical services for its and its subcontractors' personnel.

5.3 FORCE MAJEURE

5.3.1 "Force majeure event" means an event or condition preventing performance caused by (a) an "act of God" (catastrophic storms and floods, earthquakes, volcanic action, lightning, or natural fires), (b) formally declared war, state of hostilities or emergency, (c) governmental action in response to a declared state of war, hostilities, emergency or "act of God", (d) acts of terrorism officially confirmed as such by the government of the location in which such act occurred, or (e) civil disturbances or riots requiring the use of military force to control, and such event or condition also being (x) beyond the control of the affected party and not due to its fault or negligence; (y) unforeseeable, not preventable or unavoidable by the affected party with the exercise of reasonable diligence; and (z) of such impact that materially and adversely delays, disrupts or renders impossible the affected party's performance of its obligations. For the avoidance of doubt, the events and conditions set forth above are an exclusive list, and any other events or conditions other than those set forth above will not, however caused, constitute force majeure.

5.3.2 If Contractor's performance is materially and adversely affected by a force majeure event, Contractor will immediately give written notice to Owner. Such notice must specify (a) the nature of the force majeure event, (b) a description of how performance is

affected, (c) the estimated period of delay and commercial impact and (d) the measures undertaken to mitigate the adverse effects.

5.3.3 If Contractor claims an adjustment in the time of performance, Contractor will notify Owner in writing within 48 hours after the commencement of such delay, interruption or interference in its performance caused by a force majeure event, or the right to such adjustment will be waived.

5.3.4 If the terms and conditions in this Section 5.3 are satisfied, no delay or failure in performance by Contractor caused by a force majeure event will constitute a default. Unless the force majeure event materially and permanently prevents the resumption of performance, such force majeure event will not operate to excuse performance, but only to delay performance for a period specified below.

5.3.5 Upon satisfactory evidence that Contractor's performance has been materially and adversely affected by a force majeure event, Contractor may be granted additional time equal to the number of days that performance is delayed by the force majeure event.

5.3.6 Contractor will exercise due diligence to ensure that it and its subcontractors do all things reasonably possible to mitigate or remove any effects of a force majeure event and resume performance at the earliest possible time.

6. WARRANTY

6.1 MATERIAL AND WORKMANSHIP WARRANTY

Contractor warrants that the Services will meet the requirements and specifications of this Agreement and that the Services will be performed with quality and workmanship consistent with the highest applicable industry standards for the type of Services involved. If there is any inconsistency of applicable industry standards, the highest performance standard contemplated will govern Contractor's performance.

6.2 WARRANTY REMEDY

6.2.1 If Contractor breaches a warranty or there are defects, errors or omissions in materials or workmanship, then Contractor will promptly repair or replace the materials or correct or re-perform the Services in whatever manner necessary such that the requirements of this Agreement and the obligations of Contractor under this Section 6 are satisfactorily fulfilled without cost to Owner. If Contractor fails after reasonable notice to proceed promptly with such correction, re-performance, repair or replacement, Owner may (i) replace or repair such materials, (ii) correct or re-perform the Services, (iii) charge the cost thereof to Contractor, and (iv) terminate this Agreement for default.

6.2.2 Contractor's obligation under this Section 6 will continue from the date of this Agreement through the last day of the twelfth month following the date of acceptance of the Project by Owner. In addition, Contractor's obligation for material or work Contractor corrected, re-performed, repaired, or replaced will continue through the last day of the twelfth month following the date of Owner's acceptance of such corrected, re-performed, repaired, or replaced materials or work.

6.3 WARRANTY BENEFICIARIES

Contractor's warranties hereunder are for the benefit of, and the remedies will be enforceable by Owner. Any warranties and remedies obtained by Contractor from its subcontractors and vendors must be enforceable by Owner.



6.4 SUBSTITUTION

Contractor may not substitute Services, materials, personnel, or equipment for those specified, nor otherwise deviate from the requirements of this Agreement, without Owner's prior written consent. If the words "or equal" are used, the proposed substitute must be approved in advance by Owner in writing.

7. INDEMNITY AND INSURANCE

7.1 INDEMNITY

To the fullest extent permitted under applicable law, Contractor will defend, indemnify and hold harmless Owner from and against any claim, demand, cause of action, injury, loss, cost, damage or liability of whatever kind or nature (including, without limitation, court costs and reasonable attorney fees) for injury to or death of any person or damage to any property arising from or in connection with the Services, whether or not there exists concurring negligence (active or passive) or strict liability of Owner; however, Contractor does not assume responsibility for the sole negligence of Owner.

7.2 INSURANCE

7.2.1 Without limiting Contractor's liability hereunder, Contractor will maintain the following insurance in form and with underwriters satisfactory to Owner:

7.2.1.1 Worker's Compensation as prescribed by applicable law. Contractor will ensure that its subcontractors have worker's compensation insurance in place, to the extent required by applicable law, for all personnel performing any portion of the Services.

7.2.1.2 Employer's Liability Insurance (including, if applicable, insurance covering liability under the Longshoremen's and Harbor Worker's Act, the Jones Act, and the Outer Continental Shelf Land Act). The limits of liability of such insurance will be at least \$5,000,000 per occurrence.

7.2.1.3 Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverages: (a) Contractual Liability to cover liability assumed under this Agreement, (b) Product and Completed Operations Liability Insurance, (c) Broad Form Property Damage Liability Insurance, (d) explosions, collapse, and underground hazards and (e) sudden and accidental pollution, including, if applicable, Oil Pollution Act coverage. The limit of the liability for such insurance will be at least \$5,000,000 per occurrence, Combined Single Limit. Additionally, the policy will include endorsement CG 25 03, Amendment--Aggregate Limits of Insurance (per Project).

7.2.1.4 Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance will extend to owned, non-owned and hired vehicles used in the performance of the Services. The limits of liability of such insurance will be at least \$5,000,000 per occurrence, Combined Single Limit.

7.2.2 The insurance policies required in Sections 7.2.1.2 through 7.2.1.4 will be on an occurrence basis and will be endorsed to (a) name Owner as additional insured; (b) be primary coverage for all insureds, including any deductibles or self-insured retentions, which coverage will not be considered contributory insurance with any insurance policies of any other insured; (c) include a requirement that the insurer provide Owner with 30 days' written notice before the effective date of any cancellation or material

change of the insurance; (d) contain waivers of subrogation in favor of Owner and (e) contain an assignment of statutory lien to Owner, if applicable.

7.2.3 Contractor will, before commencing the Services, provide Owner with a certificate of insurance evidencing all required coverage in a form acceptable to Owner.

8. TITLE AND EQUIPMENT

8.1 TITLE TO SERVICES AND MATERIALS

8.1.1 Title to the Services and Contractor material intended for incorporation into the Services will pass to Owner from the earliest moment of identification to the Services, subject to Owner's obligation to pay Contractor therefor.

8.1.2 Notwithstanding ownership of title, Contractor will be responsible for the care, custody, control, safekeeping and preservation of the Services, and material intended for incorporation into the Services, and Contractor bears the risk of loss or damage thereto. Contractor will promptly repair or replace at its expense any component of the Services, including Owner material, which is damaged or lost.

8.2 EQUIPMENT

8.2.1 Contractor's equipment will be in good and proper operating condition, compliant with applicable laws, and fit for the intended purpose thereof. Any Contractor equipment that does not meet the foregoing standard will be removed and replaced with acceptable equipment without cost to Owner or delays to the schedule; however, Contractor may not remove any materials from a work site without obtaining written consent from Owner.

8.2.2 Contractor assumes the risk of loss (including loss of use) or damage to all Contractor equipment, including loss or damage arising as a result of the fault or negligence (whether active, passive, sole, concurrent, or gross) or strict liability of Owner.

8.2.3 If any Owner equipment is furnished to or used by Contractor or its subcontractors, whether on an exclusive or joint use basis, Contractor will inspect and satisfy itself as to its quality and safe condition and that it is in good and proper operating condition before use. Contractor will return any Owner equipment after such use in proper order and in at least the same condition as that in which received (normal wear and tear excepted). Contractor will assume and insure all risks associated with such possession and usage.

9. SUSPENSION AND TERMINATION

9.1 SUSPENSION

9.1.1 Owner may suspend all or any portion of the Services. Upon written notice of suspension from Owner, Contractor will discontinue the Services to the extent specified in Owner's notice. Contractor will not enter into any further contractual commitments, place no further orders or subcontracts, and promptly make reasonable efforts to obtain suspension terms satisfactory to Owner on all orders, subcontracts, rental agreements, and other outstanding commitments relating to the Services. In addition, Contractor will preserve, protect, and maintain the Services, including those portions which have been suspended, subject to Section 8.1.2. Owner will reimburse Contractor for actual costs reasonably incurred to the extent such costs directly result from suspension of the Services unless such suspension is due to Contractor's fault.



9.1.2 Contractor may not resume the Services without prior written notice from Owner, and upon receipt of such notice, Contractor will promptly resume performance.

9.2 TERMINATION FOR DEFAULT

9.2.1 If Contractor breaches any provision of this Agreement and does not remedy or begin to remedy such breach within five business days after receipt of Owner's written notice describing such breach, Owner may terminate all or any part of the Services and complete or have others complete all such terminated Services. In case of such termination, Contractor will (a) not receive further payment until the Services are completed and accepted by Owner, (b) cease performance of all Services, (c) not enter into any further contractual commitments, and (d) terminate or assign to Owner (at Owner's direction) any purchase orders, subcontracts, and other outstanding contracts for any part of the Services. Contractor will assist Owner in the maintenance, protection, and disposition of the Services in progress and any remaining material, and diligently and properly complete performance of any Services that are not terminated. If the costs incurred by Owner, including costs incurred in performing correction, re-performance, replacement, repair, or completion of the Services, exceed the unpaid balance of compensation due to Contractor, Contractor will reimburse such excess to Owner within ten days after receipt of an invoice therefor. If the unpaid and undisputed amount due Contractor for the Services completed before termination exceeds the costs and charges to correct, re-perform, repair, replace and complete the Services, Owner will pay such excess to Contractor. The rights and remedies provided in this Section 9.2 are in addition to any rights and remedies provided Owner by law, equity or under any other section of this Agreement.

9.2.2 Notwithstanding the foregoing, termination for default based upon a health, safety or environmental matter, or a Code of Business Conduct and Ethics matter may be invoked by Owner without notice and made effective immediately.

9.3 TERMINATION FOR CONVENIENCE

9.3.1 Owner may terminate the Services for its convenience in whole or in part at any time by providing written notice to Contractor. Such notice will specify the extent to which the performance of Services is terminated and the effective date of such termination. Upon receipt of such notice, Contractor will (a) cease performance of the Services on the date and to the extent specified in the notice; (b) not enter into any contractual commitments or place any orders or subcontracts for materials, services or equipment, other than as may be required for completion of such portion of the Services not terminated; (c) terminate or assign to Owner (at Owner's direction) any purchase orders, subcontracts and other outstanding contracts for the performance of the terminated Services; (d) assist Owner as directed in the maintenance, protection and disposition of the Services in progress and any remaining material; and (e) diligently and properly complete performance of the Services that are not terminated.

9.3.2 Upon such termination, Owner will have no liability to Contractor for any damages, including loss of anticipated profits. As its sole right and remedy, Contractor will be paid the following: (a) all amounts due and not previously paid for Services completed under this Agreement before such termination notice and for Services thereafter completed as specified in such notice; (b) reasonable administrative costs of settling and paying claims arising out of the termination of Services for subcontracts or purchase orders; and (c) reasonable, direct and necessary costs

incurred in demobilization and the disposition of Contractor materials.

9.3.3 Contractor will submit a proposal for an adjustment in compensation, including all incurred costs described in Section 9.3.2, no later than 30 days after receipt of notice of termination.

10. CHANGES, DISPUTES, NOTICES

10.1 CHANGES

10.1.1 Owner may make changes in the Services through written notice to Contractor. Upon notice of such change, Contractor will identify, collect, and provide all information, including direct cost information, necessary for Owner to determine whether an adjustment in the compensation or schedule is necessary. If no cost method is identified in this Agreement, Contractor will use a time and materials basis when providing change cost information.

10.1.2 Contractor will provide Owner with written notice of a requested change within seven days of discovery of the earliest factual circumstance or condition upon which such requested change is based. Owner and Contractor will use good faith efforts to agree on all terms for any changes before the issuance of a change order. If within seven days of such notice the parties have not agreed on the necessary adjustments to the compensation, schedule, completion date or other applicable provisions of this Agreement, Contractor will promptly proceed to perform the Services described in the notice upon authorization from Owner, pending any adjustment under this Section 10.1 or other resolution under this Agreement.

10.1.3 Contractor will take all steps necessary to mitigate the costs and schedule impacts of any change. Contractor will identify, collect, and provide all direct cost information pertaining to the change as if the Services were performed on a time and materials basis, or on a unit rate basis if so determined by Owner, and such information will be the basis for the determination of price for the change order.

10.1.4 No adjustment in the compensation or time of performance will be made for changes in arrangement, aesthetics, substitution of equivalent Services or any other change, unless such change materially increases Contractor's cost of performing the Services or necessitates a material extension of the schedule. An equitable adjustment will be made in the compensation, time of performance or both, if the change ordered by Owner or requested by Contractor is permitted under this Agreement and materially increases or decreases the cost to Contractor of the Services or necessitates adjustment in schedule. If possible, the method of determining the equitable adjustment will be specified, and the compensation fixed at the time of the issuance of written direction for the change. Unless a lump sum or another method of pricing is established by agreement, Owner may direct determination of the equitable adjustment in price, whether an increase or decrease, by any of the following methods: (a) agreed or established fixed unit prices, (b) time and materials, or (c) cost-plus fee.

10.1.5 If the time and materials method is directed by Owner, the rates for equipment use, man-hour labor rate (including payroll burden and markup for overhead and profit), and reimbursement of actual cost of materials, as established in this Agreement, will be used to determine the adjustment.

10.1.6 If the cost-plus fee method is directed by Owner, the adjustment will be based on the direct cost of the change using the formula established in this Agreement.



10.1.7 In the absence of a formula in this Agreement to calculate the adjustment, Contractor will be paid all reasonable, actual direct cost incurred, without allocation of home-office general and administrative expense, plus 10% of such costs as compensation for all indirect, administrative, overhead and profit; and Contractor will maintain and furnish Owner accurate and detailed records daily segregating the cost of the change in the Services.

10.1.8 In case of deletion or reduction of the Services by such change, Contractor will not be entitled to anticipated contribution to home-office overhead or profit from any portion of the Services not performed.

10.1.9 The equitable compensation and time adjustment due Contractor under this Section 10.1 is Contractor's sole entitlement for performing a change in the Services.

10.1.10 If Contractor contends that (a) Owner or any third party has taken action that has caused an effect constituting a change, or (b) there is a change in conditions, including late or incomplete drawings, change in schedule requirements or working conditions, interference, or some other action or non-action by Owner, for which Contractor is entitled to an adjustment in compensation or in the time of performance, and such action is not incorporated in a written change order, Contractor must submit a claim under the provisions of Section 10.2.

10.1.11 No change will be made without written authorization from Owner. Contractor's failure to comply with the procedural requirements of this Section 10.1 constitutes a waiver of any change, as well as any claim by Contractor or its subcontractors for an adjustment in compensation or in the time of performance.

10.2 CLAIMS

10.2.1 No claim by Contractor (including any unresolved change orders) is valid unless written notice is given to Owner (a) within ten days after notice of Owner's rejection of Contractor's proposed pricing or schedule adjustment for an Owner-issued change, Contractor-recommended change or other circumstance that the parties agree merits a change order; or (b) in all other cases, within ten days after Contractor obtains knowledge of the facts giving rise to Contractor's claim, and in any event, not to exceed 30 days after the date final payment in settlement of Contractor's final invoice is sent by Owner.

10.2.2 All claim notices must describe in reasonable detail the basis for such claim, including reasonable documentary evidence of the factual basis for such claim, circumstances of discovery, and the efforts by Contractor to manage and mitigate such claim before submission to Owner. To the extent possible at the time, Contractor must submit with its notice all complete documentary evidence it wishes to rely upon to substantiate its position. Each item of the claim must be itemized and detailed, the documentary evidence collated, and, unless for good cause, such evidence will not be later added to or detracted from the initial claim.

10.2.3 If the Services are still ongoing, it is Contractor's responsibility to make all reasonable commercial efforts to continue to perform its obligations under this Agreement and mitigate any adverse effects of the claim.

10.2.4 Contractor and Owner will negotiate in good faith to resolve Contractor's claim. To the extent practicable, the parties will exert reasonable commercial efforts to resolve all claims before completion of the Services.

10.2.5 Contractor's failure to comply with the procedures of this Section 10.2 constitutes a waiver and release of any contractual, legal, or equitable rights with respect to the subject matter of the claim.

10.3 NOTICES

10.3.1 Notices must be in writing signed by the party giving such notice and must be hand delivered or sent by overnight courier, messenger, facsimile, or certified mail, return receipt requested, to the other party at the address set forth in this Agreement. Notices, demands, offers or other written instruments will be deemed to have been duly given on the date actually received by the intended recipient.

11. MISCELLANEOUS PROVISIONS

11.1 INDEPENDENT CONTRACTOR

11.1.1 Contractor will perform the Services as an independent contractor with exclusive control of the manner and means of performing the Services. Contractor has no authority to act or make any agreements or representations on behalf of Owner, and no agency, partnership or other contractual relationship exists between Contractor and Owner. No employee or agent engaged by Contractor will be, or will be deemed to be, an employee or agent of Owner.

11.1.2 If Owner should, at the request of Contractor, furnish employees to Contractor for any purpose to perform Services as borrowed servants under the direction and supervision of Contractor, such employees of Owner will be deemed to be the employees of Contractor, and Contractor will be responsible for their actions for all purposes under this Agreement while so engaged.

11.2 LAWS

11.2.1 This Agreement and any issues, claims, disputes or any other matter, issue or question of interpretation arising between Owner and Contractor will be governed by the laws of the State of Texas and the United States of America, notwithstanding any conflicts of laws principles that may be applied or invoked directing the application of the laws of another jurisdiction.

11.2.2 Contractor will comply with all Federal, State, and local applicable laws. Contractor will treat any nonpublic technical information supplied by Owner according to all applicable U.S. export control and sanctions laws and regulations.

11.3 SUBCONTRACTING AND ASSIGNMENT

Contractor may not subcontract any portion of the Services without the prior written approval of Owner of the subcontractor and the terms and conditions of the subcontract. Contractor may not assign this Agreement or any of its rights or obligations hereunder without Owner's written consent, and any attempted assignment in violation hereof has no effect and is a default hereunder. No assignment or subcontracting, even with Owner's approval, relieves Contractor of its obligations hereunder or creates any contractual relationship between any subcontractor and Owner. At Owner's request, Contractor will assign to Owner or its designee its contracts for any part of the Services.

11.4 THIRD PARTY BENEFICIARIES

Client, if any, is a third-party beneficiary with the right to enforce the provisions of Sections 1.6.1, 5.2.1, 6.3 and 1.1.



GENERAL CONDITIONS

11.5 RECORDS AND ACCOUNTS; AUDIT

Contractor will maintain books and records reflecting performance of the Services and will preserve such books and records for a period of three years after completion and acceptance of the Project as a whole. Owner may inspect and audit such documents and records as they relate to cost reimbursement or performance of labor

provisions. Contractor will furnish copies of such documents and records supporting requests for payment or compliance with labor-related provisions upon request.

11.6 PERMITS, LICENSES, ACCESS

Owner will provide all licenses and permits required for construction of the Project as a whole. Contractor will provide all approvals, licenses and permits required for Contractor to perform the Services including, without limitation, contractors' licenses, specialty permits, and transportation permits. Owner will provide access to the work site and easements or land rights at the work site, but Contractor will comply with all restrictions, limitations, terms, and conditions relative thereto, and Contractor will obtain such specifications, data, and other material relating to the Project will be delivered to Owner when no longer required by Contractor for performance of the Services.

11.9 WAIVER

Waiver by Owner of any provision of or default under this Agreement does not constitute a waiver concerning any other provision, a waiver of any succeeding default, nor a waiver of the same provision in the future and does not affect the right of Owner to thereafter exercise any right or remedy concerning any other provision or default, whether similar or not.

11.10 SEVERABILITY

If any one or more of the provisions of this Agreement will for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision.

11.11 CODE OF BUSINESS CONDUCT AND ETHICS

11.11.1 Contractor may not offer, pay, arrange for a third party to pay, or agree to pay or similarly receive or agree to receive any payment, gift, or other thing of value of any nature to or from Owner or its personnel, nor to any government official, political party or official thereof, or any candidate for political office, or to any officer, director, employee or any agent or representative of any instrumentality of any government in connection with this Agreement.

11.11.2 Contractor will place similar requirements in its contracts with its subcontractors involved in performing the Services, including the obligation to notify Owner upon discovery of any instance of non-compliance as set forth in Section 11.11.3.

11.11.3 Contractor will promptly provide written notice to Owner upon discovery of any instance in which Contractor or any

additional easements and land rights necessary to perform the Services.

11.7 INTEGRATION

This Agreement constitutes the sole agreement between Owner and Contractor concerning the subject matter, superseding all negotiations, proposals, quotations, communications, documents, and representations unless expressly incorporated herein.

11.8 CONFIDENTIALITY

Contractor may not publicize, publish, or photograph the Project, the Services, or this Agreement without Owner's consent and in compliance with Owner's regulations for the Project. Contractor will maintain in confidence and not use or disclose any confidential or proprietary information of Owner or. Contractor will execute and, if requested, will cause its employees or agents to execute, such form of written secrecy agreement, further defining this confidentiality agreement, as is required of other participants in the Project. All plans,

subcontractor has violated or fails to comply with this Section 11.11 or any applicable law.