

Addendum No. 1

PROJECT: Lewis & Clark Regional Water System
Banner Job No. 21580.01.00

CONTRACT: Lime Sludge Drying Beds Maintenance

BID DATE: March 21, 2017 at 2:00 p.m. CST

ADDENDUM ISSUE DATE: March 15, 2017

SPECIFICATIONS

1. SECTION 00410 – BID FORM

Delete: Entire Section 00410

Add: Entire Section 00410, with revised Bid Schedule – revised to include a bid item for removal of 7,000 Tons of Lime Sludge from the North Drying Bed.

Delete: 6.01 - Substantial Completion Date: June 30, 2017 South Drying Bed

Add: 6.01 – Substantial Completion Date: August 1, 2017 South Drying Bed

2. SECTION 00415 – BID ITEM DESCRIPTIONS

ADD:

Item No. 13 – Lime Sludge Removal:

Lime Sludge Removal shall be measured to the nearest one-tenth (0.1) ton, based on weight tickets provided by the contractor. Payment shall be made at the contract unit price per ton for "Lime Sludge Removal" as stipulated in the bid, which price and payment shall be full compensation for all mobilization, labor, dewatering, tools, equipment for loading and hauling and any other items required to remove the material from the project site. Work associated with Lime Sludge Removal shall not be included in any of the other unit bid items for this project.

3. SECTION 00520 – STANDARD FORM OF AGREEMENT

Delete: Entire Sections 00520

Add: Entire Section 00520, with revised Article 1 – Work to include Approximately 7,000 tons of lime sludge removal and revised Article 4 – Contract Times change to Substantial Completion Date of August 1, 2017 – South Drying Bed

TECHNICAL SPECIFICATIONS

4. LIME SLUDGE REMOVAL

ADD:

Specifications for the cleaning of the North Lime Sludge Drying Bed containing approximately 7,000 Tons, located at the Lewis and Clark Regional Water System Treatment Plant, 31476 SD-19, Vermillion, SD 57069 are as follows:

1. SCOPE OF WORK

1.1 The work to be performed shall include furnishing all of the necessary labor and appropriate equipment involved in the removal and disposal of approximately 7,000 tons of lime sludge from the north lime sludge drying bed, and the restoration of all facilities and grounds involved in this cleaning procedure. Each bidder is encouraged to field inspect the condition and location of the north lime sludge drying bed at the water treatment plant before preparing and submitting a bid. Inspection and appointments shall be coordinated with the Water Plant Superintendent, Jim Auen, between 8:00 a.m. and 3:00 p.m., Monday - Friday.

2. GENERAL CONDITIONS

2.1 Removal: Removal shall be accomplished using excavating and/or other extraction equipment which will not degrade the dikes, structures, pipe utilities, ramps, driveways or floors of the lime sludge drying beds.

2.2 Preservation - The integrity of the drying bed floor shall not be compromised during the sludge removal process. Any areas of the clay liner that are damaged will be restored by the contractor at no additional cost to the owner.

2.3 Transportation –sludge is to be hauled off site, and shall be placed into vehicles suitably equipped to handle the material without leakage. Any vehicle which is not sealed or self-contained shall immediately be removed from this job by the Contractor. Vehicles shall also be kept clean and free of mud, gravel, or debris (including sludge) which might be deposited along transportation routes.

2.4 Restoration -

The Contractor shall be solely responsible for repairing and/or replacing those portions of the drying bed floor, dikes, pipe utilities, structures, ramps or roadways which are degraded, disturbed or excavated during sludge removal.

3. DISPOSAL OF LIME SLUDGE

3.1 The Contractor shall be responsible for the proper disposal of the lime sludge off site.

Lewis & Clark Regional Water System
LIME SLUDGE DRYING BEDS MAINTENANCE– Addendum No. 1
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4. FINAL INSPECTION / ACCEPTANCE

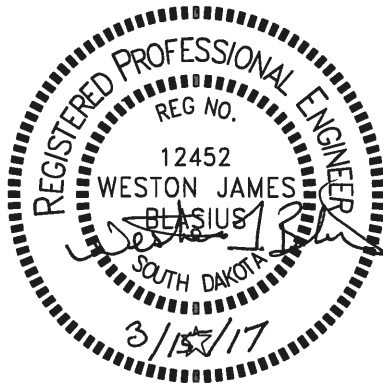
4.1 The Contractor shall execute this work in a neat, professional, safe, and orderly manner. At no time, shall the execution of this work disrupt or interfere with the normal daily operation of the Water Treatment Plant. No situation will be allowed to exist which poses a hazard to, or interfere with Water Plant operations or personnel. No situations or conditions which exhibit a lack of quality workmanship will be allowed. A final inspection of the drying bed floor will be performed following removal of the lime sludge.

ATTACHMENTS

Section 00410 Bid Form
Section 00520 Standard Form of Agreement

Addendum and drawings will also be available at www.bannerassociates.com - follow the links under "Bid Information".

Except as so amended herein, the remainder of the Contract Documents remain unchanged.



I hereby certify that these plans and specifications were prepared by me or under my direct supervision and that I am a registered Professional Engineer under the laws of the State of South Dakota.

Weston Blasius, PE



Date: 3/15/17 Lic. No. 12452

Current Planholder's list is available at www.bannerassociates.com - follow the links under "Bid Information".

END OF ADDENDUM NO. 1

**SECTION 00410
BID FORM**

PROJECT IDENTIFICATION

Lime Sludge Drying Bed Maintenance
Lewis & Clark Water Treatment Plant
31474 SD Highway 19
North of Vermillion, SD 57069

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Lewis & Clark Regional Water System
Water Treatment Plant
31476 SD Highway 19
Vermillion, SD 57069

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date

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- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable “technical data.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices as detailed in the Bid Schedule and as summarized in the total Bid listed below. Section 00415 – Bid Item Descriptions are considered to be part of the Bid Form as if attached hereto.

Bid Schedule (Base Bid)					
Lime Sludge Drying Bed Maintenance					
Item	Description	Units	Estimated Quantity	Unit Price	Total Price
1	Mobilization, Bonds, Insurance	LS	LOT		
2	Vehicle Construction Entrance	EA	1		
3	Traffic Control	LS	LOT		
4	Compaction – Moisture/Density Tests	EA	36		
5	Clay Dams	EA	9		
6	Unclassified Excavation	CY	8,110		
7	Digout Excavation	CY	250		
8	6” Scarify and Recompact	CY	8,700		
9	Imported Clay Liner Material	Ton	93,000		
10	Aggregate Surfacing for Access Ramps	Ton	650		
11	Erosion Control Blanket	SY	2,900		
12	Reclamation and Seeding	Acre	1		
13	Lime Sludge Removal	Ton	7,000		

TOTAL BID (use numbers)	

<p>TOTAL OF UNIT PRICES (BASE BID):</p> <hr/> <hr/> <p style="text-align: right;">(use words)</p>
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5.02 The prices bid herein include sales tax and all other applicable taxes and fees.

5.03 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

5.04 All specified cash allowances (if any) are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions

5.05 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01. Bidder agrees that the Work will be substantially complete on or before:

August 1, 2017 – South Drying Bed

November 15, 2017 - North Drying Bed

and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before December 15, 2017.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond in an amount of ten percent (10%) of the Bidder's maximum Bid price made payable to the Owner issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions or a cashier's or certified check made payable to the Owner in an amount of five percent (5%) of the Bidder's maximum Bid price. The Bid Bond shall be accompanied by a certified copy of Power-of-Attorney.
- B. Bid Form (Section 00410).
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

ARTICLE 8 – MISCELLANEOUS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

[Remainder of page left blank intentionally]

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual:

Name (typed or printed): _____

By: _____
(Individual's Signature)

Doing business as: _____

A Partnership:

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation:

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Authorization to do business in South Dakota is: _____

A Joint Venture:

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____
Fax No. _____
E-mail Address _____

SUBMITTED on _____, 201____.

State Contractor License No. _____ (if applicable)

END OF SECTION

[Page intentionally left blank]

**SECTION 00520
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is by and between Lewis and Clark Rural Water System, Inc. (d/b/a Lewis & Clark Regional Water System), a South Dakota Non-Profit Corporation, Tea, South Dakota (Owner) and _____ (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 follows:

- Approximately 8,110 CY of unclassified excavation;
- Approximately 8,700 CY of scarify and re-compact existing subgrade;
- Approximately 93,000 Tons of imported clay material to construct drying bed liner and access ramps;
- Construct 9 clay dams at various pipe and structure locations;
- Construct a vehicle construction entrance; and
- Reclamation and Seeding, clean-up and all other miscellaneous work required, not herein mentioned, but inferred from the construction Contract Documents
- Approximately 7,000 Tons of Lime Sludge Removal

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Lime Sludge Drying Bed Maintenance
Lewis & Clark Water Treatment Plant
31474 SD Highway 19
North of Vermillion, SD 57069

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Banner Associates, Inc. of Brookings, South Dakota (Engineer), who 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.

3.02 Test drilling and field investigations were performed by American Engineering Testing, Inc., Sioux Falls, South Dakota.

ARTICLE 4 – CONTRACT TIMES

4.01 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 Dates to Achieve Substantial Completion and Final Payment

- A. The Work shall be Substantially Complete on or before:

August 1, 2017 - South Drying Bed
November 15, 2017 - North Drying Bed

and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before December 15, 2017 .

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:

\$675.00 for each day - South Drying Bed
\$400.00 for each day - North Drying Bed .

for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. In order for the Work to be Substantially Complete, all earthwork and testing within the drying beds must be 100% complete, and capable of receiving and lime sludge discharge.

- B. 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 \$250.00 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.
- C. The liquidated damages shall be deducted from the amount due or to become due the Contractor, and such payments or deductions shall not in any degree release the Contractor from further obligations and damages in respect to the fulfillment of the entire Agreement or any right which the Owner may have to claim, sue for, or recover as compensation and damages for nonperformance of this Agreement.

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 Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

_____ \$ _____
 (use words)

[Insert lump sum, unit prices or both, if necessary attach exhibits and list them in Article 9. Contractor's Bid and other information will be attached as Exhibit B.]

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- B. For all Work, at the prices stated in the Contractor’s Bid, attached hereto as Exhibit B.

5.02 All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the 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 during performance of the Work as provided in Paragraph 6.02.A.1 below. On or before the first business day of the month, Contractor shall submit Application for Payment to the Engineer for the Work accomplished during the preceding calendar month for which payment is sought. Engineer will review the Application for Payment and forward to Owner for approval. Progress payment will be made by Owner within 45 days after receipt of Application for Payment from Engineer.

However, recommendation for payment of progress payments shall not mean final acceptance of that partially completed work. No payment shall be due while Contractor is in default in respect of any of the provisions of this Agreement, and Owner may withhold from Contractor the amount of any claim by a third party against either Contractor or Owner based upon an alleged failure by Contractor to perform work hereunder in accordance with the provisions of this Agreement.

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. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed (not including stored materials) 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. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage) but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02.A.1 of the General Conditions. But in no case will the partial payment

exceed the total material(s) bid price. Additional restrictions regarding payment for stored materials are stipulated in the Supplementary Conditions.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 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 0.5% per month (annual rate of 6%).

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 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".

- 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 (pages 00520-1 to 00520-9, inclusive).
 - 2. Performance bond (pages _____ to _____ , inclusive) identified as Exhibit A.
 - 3. Payment bond (pages _____ to _____ , inclusive) identified as Exhibit A.
 - 4. General Conditions pages 00700-1 to 00700-61, inclusive).
 - 5. Supplementary Conditions (pages 00800-1 to 00800-13, inclusive).

6. Drawings consisting of 18 sheets, in with each sheet bearing the following general title "Lime Sludge Drying Bed Maintenance". Specifications are included on the Drawings.
 7. Addenda (numbers ___ to ___ , inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___ , inclusive) identified as Exhibit B.
 - b. Notice of Award (pages 00510-1 to 00510-2 , inclusive) identified as Exhibit C.
 9. 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 (page 00550-1).
 - b. Field Orders.
 - c. Work Change Directives.
 - d. 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 any thing 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 on their behalf.

This Agreement will be effective _____, 20__ (which is the Effective Date of the Agreement).

OWNER:

Lewis and Clark Rural Water System, Inc. (d/b/a
Lewis & Clark Regional Water System)

By:

Troy Larson

Title: Executive Director

[CORPORATE SEAL]

Attest:

Lori Seten

Title: Office Manager

Address for giving notices:

Lewis and Clark Rural Water System, Inc.

46986 Monty Street

Tea, SD 57064

Phone: 605-368-2400 FAX: 605-368-2800

(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 Owner-Contractor Agreement.)

CONTRACTOR:

By:

Title:

[CORPORATE SEAL]

Attest:

Title:

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

Address for giving notices:

Phone: FAX:

License No.: (Where applicable)

Agent for service of process:

END OF SECTION

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