



CITY OF WILLIAMSBURG, KANSAS

DEPARTMENT OF PUBLIC WORKS

ON-CALL SERVICES

for

Water/Wastewater Construction Services

REQUEST FOR PROPOSAL

RFP#01-18

INVITATION

The City of Williamsburg is seeking a qualified contractor for on-call utility services. These contractors may be needed to support the water and wastewater department.

Interested contractors should submit proposals in a sealed envelope clearly marked “RFP #01-18 “Water/Wastewater On-Call Construction Services” on the outside of the mailing envelope. The sealed envelope can be mailed to the City of Williamsburg, Attn: City Clerk, P.O. Box 414, Williamsburg, Kansas 66095 or proposals can be hand delivered to City Hall at 123 W. William, Williamsburg, Kansas 66095. **Proposals will be accepted until July 2, 2018 at 12:00 p.m.**

The City of Williamsburg is soliciting proposals from contractors who wish to provide construction services for the City of Williamsburg on an as needed and on-call basis. Work to be performed would be water service installation, water service replacement, water line construction in case of breakage and any other construction issues that are deemed necessary as needed to ensure the full operation of the City of Williamsburg water and waste water facilities. The purpose of this Request for Proposal (RFP) is solicit a bid from a qualified contractor that will provide on call services as needed to support the City of Williamsburg water/wastewater system.

A copy of the RFP can be obtained from the City’s website at <https://www.williamsburgks.us>

The City of Williamsburg reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to negotiate and accept any proposal that it deems to be in the best interest of the City.

REQUEST FOR PROPOSAL FOR ON-CALL SERVICES

INTRODUCTION AND SCOPE OF SERVICES:

The City of Williamsburg is soliciting Proposals from contractors who wish to provide water and wastewater facility construction services for the City of Williamsburg on an as needed and on-call basis. The need for these services is a result of necessary system improvements that are beyond the general capability or availability of manpower that the City's maintenance staff is allotted. The City will select highly qualified Contractors who can provide a quick response, quality end product, and a high level of customer service performance in all work efforts. The Contractor will be expected to work with the City's staff in a professional manner. The Contractor may be included in the planning and design phase if necessary.

It is the City's intention to seek a qualified Contractor who is interested in performing such work and to establish in advance the rate of compensation for such services. The Task Order Contract for selected Contractors is attached as Appendix 1 included with this proposal package.

By seeking proposals from Contractors, the City does not imply that it will utilize the Contractor's services any guaranteed number of times over the course of the year.

The City of Williamsburg shall retain the right to remove any Contractor if Contractor fails to perform satisfactorily under the Task Order Contract. Failure will include: not performing work in a workman-like manner within the demands and time constraints established by the City for the service.

The contractor must be available 24- hours a day, 7 days a week, and be able to respond to site within 2 hours for emergency call out.

GENERAL INSTRUCTIONS:

A. Submission:

Submit five copies of Contractor's Company's proposal in 8-1/2" x 11" format by **12 p.m., on July 2, 2018**. Proposal shall include all required information and a fully completed Fee Proposal Form. Copies shall be mailed or hand delivered clearly marked "RFP 01-18 Water/Sewer On-Call Construction" to:

City of Williamsburg
Attn: City Clerk
PO Box 414
Williamsburg, Kansas
Phone: 785-746-5578

B. Questions:

Written questions pertaining to all issues associated with this RFP shall be directed via E-mail by **5:00 p.m. on June 29, 2018** to:

Elston Horne
City of Williamsburg
PO Box 414
Williamsburg, Kansas
E-mail: cityofwburg@williamsburgks.us

If any person contemplating submission of a proposal finds discrepancies in or omissions from, or is in doubt as to the meaning of any part of the RFP Documents, he/she shall request an interpretation thereof prior to the Deadline for Submission of Questions. Any interpretations or corrections released by Addendum shall be binding. Addenda to this proposal document, if any, including written answers to questions, will be posted on the City of Williamsburg's website under the project heading. Addenda will not be provided directly to Service Companies. Each Contractor shall ascertain prior to submitting their Proposal that he/she has received all Addenda issued.

C. Submittal Requirements:

Contractor shall include the following items in the proposal:

1. Qualifications:

On company letterhead state the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work. Briefly describe the history of the firm and the types of services provided. Identify areas of technical and skilled trade expertise which make the firm qualified for this work. Provide contact information.

2. Employees:

Identify the individuals or classes of employees that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the type of work anticipated. Resumes or qualifications (maximum of one page per individual) may be submitted in this section. Qualifications and capabilities of any sub-consultants must also be included.

3. Proposed Work Plan:

Provide a written summary of your general approach to responding to City requests for work. The summary should include availability to perform task-based work, time needed to mobilize, turn-around time to prepare fee estimates for individual tasks, and ability to perform on-call emergency work, if needed. As part of this section of the proposal, Contractor should identify the amount of time needed to visit a proposed work site after being notified by the City, time needed to prepare a proposal, and after acceptance of proposal by the City, the time needed to mobilize and begin work.

4. Relevant Experience:

Provide the details of the Contractor's last three relevant projects and past performance of the contractor and its team members on comparable work. This item should cover, at a minimum, the substantive nature of comparable projects. Contractors are required to give sufficient information of their experiences to permit the City to understand and verify the exact nature of the contributions made by the Contractor to the projects listed.

5. Fee proposals:

In addition to the qualification proposal as discussed above, complete fee proposal form as provided as Appendix A at the end of this invitation.

Labor rates. Proposals will be structured with hourly or weekly estimates of equipment usage and labor (whichever is appropriate for the duration of the task) and a list of materials and associated pricing. The City will usually decide to complete tasks on a Time and Materials basis using the fee schedule included as part of the Contractor's proposal and the City's vendor accounts or materials on hand. The Contractor shall be entitled to a 10% markup on material costs if the City agrees to allow the Contractor to use their material. Back-up documentation for material costs shall be provided with all proposals.

D. Selection Criteria:

The proposals will be ranked according to the following selection criteria:

1. Professional Qualifications, Team and Experience
2. References
2. Fee proposal

The City may elect to interview one or more firms to assist in the ranking process. In the end the City will prioritize the contactors in the order of on call notification. Should the Contractor be unable to perform the task in the time frame requested, the next contractor on the list will be notified.

E. Reservation of Rights:

By submitting a proposal, the Contractor authorizes the City to undertake such Investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

The City of Williamsburg reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to negotiate or accept any proposal that it may deem to be in the best interest of the City.

APPENDIX A

Fee Proposal Sheet

Water/Wastewater On-Call Construction Services

The proposing party hereby offers to provide the water/wastewater maintenance, repair and installation services, on an on-call basis, as detailed by RFP#01-18 for the following prices/discounts:

Labor Rates: (Only fill in those that apply)

Water Operation

- a. Meter/Setter Installation \$ _____
- b. New water service \$ _____
- c. Line Repair per foot \$ _____
- d. 2" Main Repair \$ _____
- e. 4" Main Repair \$ _____
- f. 6" Main Repair \$ _____

Sewer Operation

- g. Sewer Tap \$ _____
- h. New Sewer Service Installation per foot \$ _____

TASK ORDER CONTRACT

THIS AGREEMENT is made as of this ____ day of _____, **2018**, by and between the City of Williamsburg, Kansas with a principal place of business at 123 William, PO Box 414, Williamsburg, Kansas 66095 (hereinafter "Owner") and _____, with a principal place of business at _____ ("Contractor").

ARTICLE I - WORK - The Contractor shall perform all Work as specified in the attached Scope of Work and Schedule dated _____ and attached as Exhibit A. The Contractor shall provide, at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Work.

ARTICLE II - CONTRACT TIME - The work will commence immediately and be completed as described in the Scope of Work and Schedule.

ARTICLE III - ENGINEER - The City Engineer or his authorized representative will act as engineer as needed.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the Work in accordance with the following:

The rates in the Fee Proposal Sheet submitted by Contractor as part of RFP#01-18 attached as Appendix A for a total contract price per hour.

ARTICLE V – PAYMENT

Owner shall make payment to Contractor within 30 days if all conditions for payment as set forth above have been met.

ARTICLE VI – SPECIAL CONDITIONS – If there are any special conditions for this Work they shall be listed in Exhibit C. Special Conditions may without limitation include: limitations on times of work; coordination with City forces or other contractors; and shop drawing requirements.

ARTICLE VII – BOND REQUIREMENTS – Any Work totaling over **thirty-five thousand dollars (\$35,000.00)** requires Contractor to obtain a payment bond (also known as a Labor & Material bond) to secure payment to subcontractors and material suppliers. The amount of the bond shall be equal to the amount of the Work.

ARTICLE VIII – CONTRACT DOCUMENTS – The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Contract
- 8.2 Contractor’s Bond (if any)
- 8.3 Scope of Work and Fee Proposal Sheet Exhibit A
- 8.4 Execution of the Work
- 8.5 General Requirements, Control of Work, Temporary Facilities, Measurement and Payment
- 8.6 Insurance Requirements
- 8.7 Any modifications, including change orders, duly delivered after execution of this Agreement

ARTICLE IX – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the Work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE X – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE XI – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XII – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XIII – MISCELLANEOUS:

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of Kansas shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Franklin County District Court unless the parties otherwise agree.
- F. The attached Exhibit A shall be and is hereby part of this agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereunto executed this
AGREEMENT the day and year first above written.

CONTRACTOR:

BY: _____

TITLE: _____

CITY OF WILLIAMSBURG, KANSAS.

BY: _____
Jon M. Horne, Mayor

Exhibit A

EXECUTION OF WORK:

- A. The selective repairs and/or maintenance approach should be performed using a “find it/fix it” approach that consists of four primary steps:
- Meet with City staff to discuss the proposed work
 - Conduct a site walk to evaluate field conditions
 - Prepare an itemized cost estimate for proposed work
 - Prepare and execute a task order for proposed work

Services are to include provision of all labor, equipment, tools, and materials necessary to complete the work. If necessary, the City may supply repair materials at its discretion.

B. Workmanship and Materials:

1. All equipment, materials, and labor offered and utilized, and all workmanship shall comply with all current codes, standards, regulations, and statutes pertaining to the works of this nature. All necessary federal, state, and local permits and licenses required for the safe completion of the work shall be obtained and kept available at the work site for inspection.
2. All materials required for this work shall be new and of the latest proven technology.
3. Equipment offered and utilized must be in good mechanical condition and not require excessive maintenance, repair, or create excessive down time that jeopardizes the Contractor’s ability to complete the work.
4. All work shall be accomplished in an expeditious manner by professionals trained for such work.

- C. Regulations: The Contractor will comply with all applicable Federal and State labor, compensation, and employer liability insurance for all their employees engaged in the work on the job site.

- D. Invoicing and Payments: Contractor shall invoice the City within 30 days of a completed service. The Contractor shall include material costs within the cost estimate and task order with materials listed and itemized, unless otherwise negotiated with the City. An invoice showing costs of materials with a bill of sale or a detailed description of all materials used attached must be supplied.

The City shall make payment within 30 days of receipt of invoice. Invoices should be submitted to:

City of Williamsburg
PO Box 414
Williamsburg, Kansas 66095

Payment shall be within 30 days of receipt and approval of invoice.

- E. One Year Guarantee: The successful Contractor shall guarantee to maintain the work and materials against any defects arising from faulty installation, faulty materials, supplied under the contract, or faulty workmanship, which may appear within one (1) year from the date of acceptance of the work by the City. Faulty materials shall be replaced, and any defects discovered or failures occur during the guarantee period, shall be rectified to the satisfaction of the City within 72 hours of notification. This shall be at no cost to the City unless the material provided by the City is defective.
- F. Driver and Operator License: All drivers and/or equipment operators must be properly licensed and experienced. The Contractor is responsible for updating driver and operator information as necessary. The City reserves the right to verify this information at any time before contract award or any time throughout the duration of the contract. Any Contractor who fails to supply photocopies of the operator licenses if requested will be subject to disqualification.
- G. Confined Space: Certain aspects of work performed under this contract may involve the entry into manholes, tanks, trenches, etc.; which are defined as confined spaces by OSHA requirements which detailed in the Combined Federal Register 1910.146. The Contractor is advised to become familiar with all aspects and requirements of this OSHA policy in order for the Contractor to protect his employees and all others involved from the dangers that maybe associated with the limited access and hazardous responsibility to become familiar with and institute the various permitting, sampling, and other associated safety requirements for confined space entry.
- H. Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property; and hazardous conditions shall be guarded against or eliminated.

GENERAL REQUIREMENTS:

1. Incidental Work: Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:
 - (a) General clean up;
 - (b) Signs & barricades;
 - (c) Mobilization/Demobilization;
 - (d) Restoration of property;
 - (e) Cooperation with other contractors, abutters and utilities;
 - (f) Clearing, grubbing and stripping;
 - (g) Steel and/or wood sheeting as required;
 - (h) Accessories, fasteners and/or components required to make items complete and functional
 - (i) Final clean-up, the Contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the Work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the Contractor shall clean-up all sites and storage grounds.

2. Alteration of plans or of character of work:
The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the Work as may be necessary or desirable to complete fully and acceptably the proposed Work; provided that such alterations do not increase or decrease the Contract Price.

3. Change Orders:
The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of Work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

CONTROL OF WORK

AUTHORITY OF ENGINEER OR DESIGNATED REPRESENTATIVE of the City:

(a) At the city's sole discretion certain on-call work maybe designated to be done under supervision and the satisfaction of the City Engineer or designated city representative. The City Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The City Engineer or Designated Representative of the City will have the authority to suspend the Work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the City Engineer the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES:

(a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.

(b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(d) The Contractor shall paint with tree paint all scars made on fruit or ornamental trees by equipment, construction operations, or the removal of limbs larger than one inch in diameter. Damaged trees must be replaced.

(e) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours' notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

(f) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the historic & natural features of the site.

(g) The Contractor shall follow all US Environmental Protection Agency's current standards for lead paint removals during this project. This includes protection of area around the existing building as required by the US EPA standards. A copy of the contractor's Lead Removal certification shall be provided to the Owner prior to start of construction.

MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, and animals or any other cause due to lack of adequate controlling devices.

The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless agreed to in writing otherwise.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE:

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

Coverage requirements can be met with excess policies.

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of Kansas.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED:

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Williamsburg, Kansas as named Additional Insureds.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Williamsburg's general supervision of the contractor.
- 3) City of Williamsburg shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Williamsburg, Kansas
123 William
PO Box 414
Williamsburg, Kansas 66095

TEMPORARY FACILITIES

STORAGE FACILITIES:

(a) The Contractor shall not store materials or equipment in a public right-of-way beyond the needs of one working day. Equipment and materials shall be stored in a location approved by the Owner.

(b) The Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location.

(c) Prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

MEASUREMENT AND PAYMENT

SCOPE OF PAYMENT:

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all Work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the Work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies payable under the contract, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part.

FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of a task, the Owner will make an inspection. If all construction provided for and contemplated by the contract is found complete to their satisfaction, this inspection shall constitute the final inspection and the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the Owner inspection discloses any work in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

ACCEPTANCE AND FINAL PAYMENT:

(a) When the task has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

GENERAL GUARANTY AND WARRANTY OF TITLE:

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

(c) At completion of project, Contractor to provide to Owner, written guarantee of one (1) year Workmanship warranty; and one (1) year Manufacturer's warranty.

NO WAIVER OF LEGAL RIGHTS:

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.