



CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE BEACH AND CONTRACTOR

Master Construction Agreement No: 23-07-MCA-ILS

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Jan 4, 2024

This Master Construction Agreement (“Contract”) is made this ____ day of _____, 202____ (the “Effective Date”) by and between **CITY OF ST. AUGUSTINE BEACH** (“City”), a political subdivision of the State of Florida, whose principal offices are located at 2200 A1A S, St. Augustine, FL 32080; and **INLINER SOLUTIONS, LLC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 2531 Jewett Lane Sanford, FL 32771; Phone: (407) 472-0014; Fax: (904) 472-0097; Email: daniel.banken@puriscorp.com, for **BID NO: 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES**, hereinafter referred to as the “Project”.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Master Construction Agreement
- b) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-07
- c) Notice to Proceed
- d) Specifications and Drawings approved and existing at the time of execution of this Contract
- e) Purchase Orders, Change Orders, and Amendments to this Contract signed by the City
- f) Field Orders signed by the City’s Project Manager
- g) Bonds and Insurance furnished by Contractor
- h) Exhibit A – Scope of Work
- i) Exhibit B – Contractor’s Unit Price Bid

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s bid/proposal documents or invoices shall be binding upon City or become part of the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The City will review and take action upon Contractor's submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.3 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the City. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the City a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the City’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the City for purposes other than originally intended as stated in the Contract Documents.

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Acceptance of the Work: Written acceptance of the Work by the City and the City’s Project Manager.

1.2.2 Addendum (Addenda): A document issued by the City during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.3 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.4 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the City and issued after execution of the Contract.

1.2.5 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.6 Change Order: A written order to Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.7 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the City in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the City and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.8 Contract Time: The number of calendar days between commencement and completion of the Work, established in each Purchase Order executed by the City, as may be amended by Change Order.

1.2.9 Design: Those design services related to the Project prepared by the City or the City's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.10 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.11 Final Completion: Completion of all Work in compliance with a Purchase Order and the Contract Documents, as determined by the City, and issuance of a Final Certificate for Payment.

1.2.12 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.13 Notice to Proceed: A written notice given by the City to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.14 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.15 Project: The total undertaking to be accomplished for City by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.16 Project Manager: The City's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the City as defined in Article VI below.

1.2.17 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.18 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.19 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.20 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the City can enjoy beneficial use or occupancy of the Work and can utilize the

Work for its intended purpose.

1.2.21 **Work:** Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.2.22 **Purchase Order:** A separate written order to Contractor executed by the City, issued after execution of this Contract, authorizing Contractor to commence construction Work. Purchase Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the City. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

1.4 Contractor's Continuing Duty

1.4.1 Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the City of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The City has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.4.2 In resolving conflicts between any of the Contract Documents, the following priorities shall govern:

- a) Supplementary conditions, if any, shall govern over the terms of this Contract;
- b) The terms of this Contract shall govern over all Bid Documents, Drawings and Specifications;
- c) Specifications shall govern over Drawings;
- d) Numerical dimensions shall govern over dimensions obtained by scaling; and
- e) Larger scale Drawings shall govern over smaller scale Drawings.

1.4.3 Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The City will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to Section 1.5 titled "Disputes". Contractor's protest shall state clearly and in detail the basis thereof. The City will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the City's decision, Contractor shall immediately deliver written notice to that effect to the City.

1.5 Disputes

1.5.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the City. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City, pending resolution of any dispute. Any dispute that is

not disposed of by mutual agreement shall be decided by the City who shall reduce such decision to writing. The decision of the City shall be final and conclusive. Contractor's failure to protest the City's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.5.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.6 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the City. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the City appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the City.

ARTICLE II THE WORK

2.1 Labor and Materials

2.1.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the City's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.2 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.3 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.4 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.5 Reporting Requirements

2.5.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.5.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.6 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the City no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the City nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.7 Access to Work

The City and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.8 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The City will assume permanent utility costs at Substantial Completion.

2.9 Existing Utility Lines

2.9.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.9.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the City.

2.10 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use City's tax-exempt status unless specifically authorized in writing in advance.

2.11 Publicity and Advertising

2.11.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the City.

2.11.2 Use of the City Seal or City Logo is strictly prohibited. In accordance with, City Ordinance 92-2 and City Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the City Seal or Logo without express written approval of the Board of City Commissioners of City of St. Augustine Beach, Florida.

2.12 City Furnished Items

2.12.1 The City shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.12.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the City shall obtain all approvals, easements, and the like required for construction.

2.12.3 Subject to Paragraph 1.6 above, the City shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the City. Contractor will reimburse the City for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

ARTICLE III CONTRACT TIME

3.1 Contract Period

3.1.1 Initial Contract Period. Unless otherwise terminated, this Contract shall continue in full force and effect for an initial period of three (3) years.

3.1.2 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend this Contract for up to one (1) additional two (2) year period. Any such Contract extension shall be contingent upon satisfactory performance by the Contractor and the City's availability of funding. Subject to Article VIII below, Contractor shall not increase its pricing during any such Contract extension. In no event shall the Contract term exceed five (5) years. This Contract may otherwise only be modified upon mutual execution of an Amendment.

3.1.3 Purchase Order Schedule. Contractor shall commence the Work and substantially complete all Work as described in each individual Purchase Order. Final Completion shall be reached by or before the number of consecutive calendar days after the Substantial Completion date identified in each individual Purchase Order.

3.1.4 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Purchase Order Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work required to be performed under the applicable Purchase Order. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Liquidated Damages

3.3.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the City will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and City agree that such damages shall be presumed to be the damages actually sustained by the City as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.3.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by the dates identified in the applicable Purchase Order, the City shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due, the per day sum set forth in such Purchase Order (if any), for each and every calendar day of unexcused delay. The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the City for loss of revenue and/or increased project administration expenses related to the Purchase Order or this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the City's rights of termination and Contractor's obligation to complete the Work.

3.3.3 Should Contractor fall behind the approved Work schedule; the City reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The City need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.4 Disclaimer of Consequential Damages

The City shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the City has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

This is an indefinite-quantity Contract for construction services. The City makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Purchase Order issued by the City. The maximum amount set forth in each individual Purchase Order ("Contract Price") shall not exceed Five Hundred Thousand Dollars (\$500,000.00), without prior written authorization by the Board of City Commissioners.

Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Purchase Order and the terms and conditions of this Contract.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the City and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the City may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the City the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the City may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the City.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the City of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The City will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the City the amount properly owing to Contractor. Upon receipt by the City of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the City or which the City shall have the right to withhold. Any Application for Payment determined by the City not to be suitable for payment shall be modified and processed in accordance with the City's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the City's Project staff, Contractor may demand in writing a meeting with and review by the City's Assistant Director of Finance and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the City of Contractor's written demand. The Assistant Director of Finance and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the City's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The City may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the City. The City shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the City or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the City no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The City may require any other information from Contractor that the City deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the City will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the City);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the City pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the City, the City shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the City shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The City's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of City Commissioners. The City shall promptly notify Contractor if the necessary

appropriation is not made.

4.6 Withheld Payment

4.6.1 The City may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the City or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the City, the City's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the City connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the City to do so, the City may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the City after final payment is made, Contractor and its surety or sureties shall promptly pay the City all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the City, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the City or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the City, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the City or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the City for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of

Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the City to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the City or the City's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the City or the City's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the City reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the City.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the City and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the City upon request. Contractor shall immediately report to the City any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the City is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication “Right to Know and Understand” Regulations

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the City under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the City. The SDS for each substance must be sent to the City’s Project Manager and must also be sent to:

City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the City and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor’s sole cost and expense. Further, Contractor shall indemnify and hold harmless the City from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

5.4 Substantial Completion

5.4.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor’s notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor’s list is not complete.

5.4.2 To the extent applicable to Contractor’s specific Work scope, the following items shall be completed prior to Contractor’s request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

5.4.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

5.4.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

5.5 Final Inspection

When all the Work under a Purchase Order is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the City and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the City that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Purchase Order Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

5.6 Final Payment

5.6.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 5.4.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 5.4.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

5.6.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the City by Contractor except for those Claims previously made in writing against the City by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.6.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the City may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The City may set off against the final payment any amounts due to City from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The City shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the City's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Article VI.

6.1.2 The City and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the City for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the City constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the City, Contractor shall remove such Subcontractor immediately upon written request from the City, and the Subcontractor shall not again be employed on the Project. The City will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CHANGES IN THE WORK

8.1 General

8.1.1 The City may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

8.1.2 If at any time Contractor believes that acts or omissions of the City constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's

written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and City. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

8.2 Changes in the Contract Time

8.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

8.2.2 If Contractor is delayed in progressing any Purchase which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the City or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

8.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

8.2.4 Contractor shall, at no cost to the City, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the City has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

8.3 Changes in the Contract Price

8.3.1 In connection with any claim by Contractor against the City for compensation in excess of the Contract Price, any liability of the City for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

8.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the City and Contractor.

8.3.3 If no mutual agreement occurs between the City and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the City or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds

and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

8.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the City. The City shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

8.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

8.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to City that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

8.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Finance and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE IX UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

9.1 Uncovering Work

9.1.1 No Work or portion of Work shall be covered until inspected by the City as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the City or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the City ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

9.1.2 Should the City wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the City did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the City determines that the Work uncovered conforms to the requirements of the Contract Documents, then the City will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the City determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

9.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the City, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The City's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the City to exercise this right for the benefit of Contractor or any other party.

9.3 City May Accept Defective or Nonconforming Work

If the City chooses to accept defective or nonconforming Work, the City may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, Contractor shall, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE X CONTRACT SUSPENSION AND TERMINATION

10.1 Suspension

The City may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the City may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the City, terminate performance under this Contract and recover from the City an equitable adjustment in accordance with Section 8.3 above.

10.2 Termination

10.2.1 The City may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the City's convenience or for the default of Contractor.

10.2.2 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

10.2.3 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by City pursuant to this Contract. Contractor hereby grants the City a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the City to take control of and remove any Work, including but not limited to any Work for which title has vested in the City.

10.2.4 If the termination is for the convenience of the City, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or

unperformed work.

10.2.5 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the City shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

10.2.6 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

10.2.7 If, after termination by the City for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the City, as provided under Paragraph 10.2.4 above.

ARTICLE XI WARRANTY AND INDEMNITY

11.1 Warranty

11.1.1 Contractor warrants and guarantees to the City that all labor furnished to progress the Work under this Contract shall be competent to perform the Purchases undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

11.1.3 Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

11.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City.

11.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction

thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

11.1.6 Failure on the part of the City to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the City, or, after Final Completion, bar the City from recovering damages or obtaining such other remedies as may be permitted by law.

11.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

11.1.8 City and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

11.2 Indemnity

11.2.1 Contractor shall indemnify and hold harmless the City and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

11.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

11.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the City by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

11.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

11.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

11.2.8 Contractor shall further indemnify and hold harmless the City its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

11.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XII INSURANCE AND BONDS

12.1 Contractor's Insurance Requirements

12.1.1 All insurance policies shall be satisfactory to the City and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the City prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

12.1.2 No less than ten (10) days written notice shall be provided to the City prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the City within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the City or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

12.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean City, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080
Attn: Finance Division

12.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

12.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

12.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

12.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

12.6.1 ☐ Professional Liability.

12.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or

construction management professionals.

12.16.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

12.6.2 ☐ Builders Risk.

12.6.2.1 Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

12.6.2.2 The Builder's Risk policy shall identify the City as the sole loss payee. The policy shall name as insured the City, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the City in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the City prior to Final Completion of the Work.

12.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including City furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

12.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

12.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide City with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. City has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

City reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

12.8 Payment and Performance Bonds

Contractor shall execute, furnish the City with, and record in the public records of City, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of City Commissioners of City, Florida. In accordance with Section 255.05, F.S., the City may not make a payment to Contractor until Contractor has provided the City a certified copy of the recorded bond.

ARTICLE XIII MISCELLANEOUS

13.1 Examination of Contractor's Records

The City or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other City payment obligation arising out of this Contract, then Contractor shall, at the election of the City, either immediately reimburse to the City or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the City may have.

13.2 Backcharges

Upon the City's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the City may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the City.

The City shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The City's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The City's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

13.3 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

13.4 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be City of St. Augustine Beach, Florida.

13.5 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the City. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the City expressly waives such secondary liability. The City may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the City's successors and assigns without the consent of Contractor.

13.6 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

13.7 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

13.8 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of City and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than City and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon City and Contractor.

13.9 Waiver; Course of Dealing

The delay or failure by the City to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the City's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

13.10 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

13.11 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a City-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a City approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

13.12 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between City and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

13.13 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the City's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

13.14 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.

- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The City and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the City terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of the City's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

13.15 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

13.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

13.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

13.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.15.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.15.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

13.16 Public Records

13.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services;
- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the City; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the City to perform the Work.

13.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the City, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.

13.16.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT: (904) 471-2122, dfitzgerald@cityofsab.org, 2200 A1A S, ST. AUGUSTINE, FLORIDA

13.17 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the City of any violation (or alleged violation) of this provision.

13.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

13.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the City in writing if its ability to perform is compromised in any manner during the term of the Contract.

13.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

13.19 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

City of St. Augustine Beach
2200 A1A South
St. Augustine, FL 32080
Attn: Jason Sparks, PE, City Engineer
Email Address: jsparks@cityofsab.org

Inliner Solutions, LLC
2531 Jewett Lane
Sanford, FL 32771
Attn: Daniel Banken, Regional Vice President
Email Address: Daniel.banken@puriscorp.com

With a copy to:

City of St. Augustine Beach
2200 A1A S
St. Augustine, FL 32080
Attn: Max Royle, City Manager
Email Address: mroyle@cityofsab.org

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. City and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

City

City of St. Augustine Beach (Seal)

(Typed Name)

By: max royle
(Signature of Authorized Representative)

Max Royle
(Printed Name)

City Manager
(Title)

Jan 4, 2024
(Date of Execution)

ATTEST:
City of St. Augustine Beach, FL
City Clerk

By: [Signature]
(City Clerk)

Jan 4, 2024
(Date of Execution)

Legally Sufficient:

[Signature]
(City Attorney)

Jan 4, 2024
(Date of Execution)

Contractor

Inliner Solutions, LLC (

(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Daniel Banken
(Printed Name)

Regional Vice President
(Title)

(Date of Execution)



FORM 1

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Purchase Order No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__

Contractor _____

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF _____)
) SS.

CITY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: City of St. Augustine Beach (hereafter "City")	City Department/Division:
Purchase Order No.:	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the City and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**");

None

Signed this __ day of _____, 20____

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

EXHIBIT “A”

SCOPE OF WORK

The scope of work requirements for as-needed Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services are described below. The Contractor shall be required to furnish all labor, materials and equipment required to install cured-in-place pipe lining and renew and rehabilitate stormwater drainage pipe of various shapes and sizes and drainage structures of various shapes and sizes on an as-needed basis through issuance of purchase orders for each project. The scope includes providing pre- and post-inspection reports, bypass pumping and performing other miscellaneous repairs.

The specifications below establish minimum standards of quality for projects under the resulting contract. They do not purport to cover all details entering into project design and construction.

The Contractor is advised that equipment arrangements may vary with different manufacturers and the Contractor is responsible at no cost to the City for making the changes necessary to accommodate specific equipment required to complete each project.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system will not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional cost to the City.

I. INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including US Environmental Protection Agency (EPA), US Army Corps of Engineers, and Florida Department of Environmental Protection (FDEP), must be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The City and authorized representatives must be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The City and authorized representative must also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

II. INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the City during its fabrication, manufacture or testing or before shipment, the Contractor must give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice must be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

III. TESTING LABORATORY SERVICES

It shall be the Contractor's responsibility to make arrangements for testing laboratory. Payment for testing to show compliance with specified requirements will be the responsibility of the Contractor.

IV. TEMPORARY FACILITIES AND CONTROLS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction project progression as per approved schedule. Adequate facilities provision to ensure project progression at every stage of work performance is the Contractor's sole responsibility and is not limited by the requirements of this section. The City's authorized representative will determine the adequacy of contractor facilities.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, the Contractor shall provide trucked- in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services must be included in the Contract Sum for the project.

TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary wastewater or
- Stormwater Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor must make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the City. The Contractor is responsible for payment of all temporary switches, connections and meters.

Temporary Water:

The Contractor must make all necessary application and arrangements and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor is responsible for payment of any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor must provide adequate sanitary facilities for the use of those employed on the work site. Such facilities must be made available when the first employees arrive on the site of the work, must be properly secluded from public observation, i.e., hidden from sight, and must be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved by authorized City representative.

The Contractor must provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility is considered an unacceptable alternative to these requirements.

The Contractor must maintain the sanitary facilities in a satisfactory and sanitary condition at all times and must enforce their use. The Contractor must rigorously prohibit the committing of nuisances on the site of the work, on the lands of the City, or on adjacent property. The cost of providing these sanitary facilities must be included in the Contractor’s applicable pay items of work and no separate payment will be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, the Contractor must promptly remove the installation unless requested by the Engineer to retain it for a longer period. The Contractor must complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. The Contractor must replace work damaged beyond acceptable restoration.

TEMPORARY CONTROLS

Noise Control:

The Contractor must comply with St. Johns City Ordinance 2015-19 and provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust and Sedimentation Control:

The Contractor must provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause. In accordance with FDEP Rule 62-621.300(2)(a), Florida Administrative Code (F.A.C.), minimize off-site vehicle tracking of sediments onto paved surfaces and the generation of dust so as to prevent the

potential for water quality violations and offsite sedimentation. If sediment escapes the construction site, remove off-site accumulations of sediment at a frequency sufficient to minimize off-site impacts.

Water Control:

The Contractor must provide for satisfactory disposal of surplus water and must submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval must be obtained from the proper authorities for the use of public or private lands or facilities for such disposal. Subsection 62-302.530(18), Florida Administrative Code (F.A.C.) limits the discharge of chlorine to surface water bodies to < 0.01 milligram per liter (mg/L). Prior to disposal, surplus water shall be tested at a minimum for Free Chlorine Residual (FCR) and pH. FCR and pH levels will influence disposal options. In no instance shall FCR or pH exceed minimum acceptable requirements established by proposed receiving facility. Maximum FCR less than or equal to 0.01 mg/L and pH ranges between 6.5 and 8.5 s.u.

Water Temperature Limits:

The Contractor must abide by Subsection 62-302.50, Florida Administrative Code (F.A.C.) regarding thermal surface water criteria. In accordance with Subsection 62-302.50(4)(a) F.A.C., no heated water with a temperature above 90° F shall be discharged into any fresh waters in Northern Florida regardless of the ambient temperature of the receiving body of water (RBW).

Pollution Control:

In accordance with FDEP Rule 62-621.300(4)(a), FAC, the Contractor must provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause via installation of perimeter controls. The Contractor must provide for adequate refuse/waste collection and disposal as described in Part IV, Temporary Facilities and Controls and in accordance with FDEP Rule 62-701.730, Florida Administrative Code.

The Contractor must evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and must operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor must take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. The Contractor must conduct and schedule operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the Environmental Protection Agency (EPA) or the United States Department of Agriculture (USDA). Use of all such chemicals and disposal of residues must be in strict conformance with instructions.

Erosion Control:

The Contractor must not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements must be as short as practicable.

Erosion control features must be constructed concurrently with other work and at the earliest practicable time.

V. STORAGE FACILITIES

All products, materials and equipment must be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements must be stored in weathertight enclosures. Temperature and humidity must be maintained within the ranges required by the manufacturer's instructions. Fabricated products must be stored above the ground on blocking or skids. Products which are subject to deterioration must be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials must be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water must be stored off the ground

so as to prevent contamination.

Storage must be arranged in such a manner to provide easy access for inspection. Periodic inspections must be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor must provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings must be removed when no longer needed.

VI. MOBILIZATION/DEMOBILIZATION

Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work and demobilizing upon completion of work on any project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, as well as any and all applicable Federal, State and Local laws and regulations.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

VII. PRESERVATION OF PROPERTY

The Contractor must preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it must be immediately restored to its original condition by the Contractor at no cost to the City.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor will be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of Contractor owned equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor must take all precautions against any such damage occurrence and will be responsible for damage resulting from same. The Contractor must provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of the Contractor's, the City's, and other properties from such damage.

VIII. TRAFFIC REGULATION

Signs, marking barricades, and procedures must conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor must maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor must provide and maintain adequate barricades, construction signs, torches, flashers, guards, and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities must be complied with.

The Contractor must provide suitable crossings at street intersections and driveways and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor must carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected, will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor must provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor must notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment must be provided and maintained at all times.

- Projects with lane Closures require a minimum of 15 days approval and public outreach by the City prior to the first day of the Lane Closure.
- Projects with Road Closures require a minimum of 45 days approval and public outreach by the City prior to the first day of the Road Closure.

On completion of work, the Contractor must remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

IX. MATERIALS

Materials furnished by Contractor must be new and must not have been in service at any other installation unless otherwise provided. Materials must conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by the City's Engineer or authorized representative.

TRANSPORTATION AND HANDLING

Materials must be loaded and unloaded by methods affording adequate protection against damage. Every precaution must be taken to prevent injury to the materials during transportation and handling. Suitable power equipment will be used and the materials must be under control at all times. Under no condition must the materials be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling must be used. The crane must be so placed that all lifting is done in a vertical plane. Materials skid loaded, palletized or handled on skidways must not be skidded or rolled against materials or equipment already unloaded.

Materials must be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor must promptly inspect the products for damage and defects and conformance with the specification. Materials damaged or injured in the process of transportation, unloading or handling will be rejected and must be immediately removed from the site.

STORAGE AND PROTECTION

All materials must be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements must be stored in weathertight enclosures. Temperature and humidity must be maintained within the ranges required by the manufacturer's instructions. Fabricated items must be stored above the ground on blocking or skids. Items which are subject to deterioration must be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials must be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water must be stored off the ground so as to prevent contamination.

Storage must be arranged in such a manner to provide easy access for inspection. Periodic inspections must be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor must provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings must be removed when no longer needed.

X. STORM INFRASTRUCTURE ASSET CLEANING

The Contractor must furnish all labor, materials, equipment, and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated storm infrastructure pipes/lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

RELATED WORK

A. Storm infrastructure asset Flow Control and Bypass Pumping is included in Section "XI".

B. Television inspection of storm infrastructure assets is included in Section "XII".

EQUIPMENT

Hydraulic Storm Infrastructure Asset Cleaning Equipment

The equipment used must be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm infrastructure asset. The movable dam must be the same diameter as the pipe being cleaned and must provide flexible scraper around the outer periphery to ensure total removal of

foreign material. If storm infrastructure asset cleaning balls or other such equipment which cannot be collapsed instantly are used, special precautions against flooding of the storm infrastructure assets and public or private property must be taken.

High Velocity Jet (Hydrocleaning) Equipment

All high velocity storm infrastructure asset cleaning equipment must be constructed for ease and safety of operation. The equipment must have a selection of two or more velocity nozzles. The nozzles must be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment must also include a high velocity gun for washing and scouring manhole walls and floor. The gun must be capable of producing flows from a fine spray to a long distance solid stream. The equipment must carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls must be located so the equipment can be operated above ground.

Mechanical Cleaning Equipment

Bucket machines must be in pairs and with sufficient power to perform the work in an efficient manner. Machines must be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe are not acceptable.

Power rodding machines must be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod must be specifically treated steel. To ensure safe operation, the machine must have a fully enclosed body and an automatic safety release clutch or relief valve.

Storm infrastructure asset line walls must be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning must be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

PREPARATION

- A. Selection of cleaning equipment must be based on the conditions of the manhole and storm infrastructure asset lines at the time the work commences.
 - 1. Light cleaning (small amounts of debris existing within the storm infrastructure asset [pipe]): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.
 - 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the storm infrastructure asset [pipe]): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results must be considered heavy cleaning.
- B. Written authorization must be requested and obtained from the City prior to conducting any heavy cleaning. Authorization must be required for each individual storm infrastructure asset reach. Heavy cleaning without prior City authorization will not be paid for.

PERFORMANCE

- A. Each designated storm infrastructure manhole section must be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning must be capable of removing dirt, grease, rocks, sand, and other deleterious materials and obstructions from the storm infrastructure lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment must be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort must be abandoned. Blockages, if any, must be reported to the Engineer immediately.
- B. During all storm infrastructure asset cleaning operations, satisfactory precautions must be taken to protect the storm infrastructure assets from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the storm infrastructure asset are used, precautions must be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of stormwater in the storm infrastructure asset lines must be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water must be conserved and not used unnecessarily.

- C. No fire hydrant must be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor must a hydrant be used for the purpose described unless a vacuum break is provided.
- D. Roots must be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high pressure jet cleaners; or chemical root treatment.
- E. Pipeline and manhole sections which have root intrusion may be treated with an EPA approved and labeled herbicide such as RootX (EPA registration #68464-1) OR EQUAL to aid in the removal of roots. The application of the herbicide to the roots must be done in strict accordance with the manufacturer's recommendations and product specifications in such a manner to preclude any damage to the surrounding vegetation. Vegetation damaged for whatever reason must be replaced with identical vegetation. All safety precautions recommended by the manufacturer must be strictly adhered to concerning handling and application of the herbicide.
- F. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations must be removed at the downstream manhole of the section of storm infrastructure asset being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment must not be permitted.
 - 1. All debris, residue and other materials resulting from cleaning operations must be removed from the site no less often than at the end of each workday and stormwater system debris must be disposed of in accordance with FDEP Memo, *Guidance For The Management Of Street Sweepings, Catch Basin Sediments and Stormwater System Sediments*, Mike Sole, May 18, 2004. Prior to disposal, the stormwater system sediments must be sufficiently dewatered so that they are not considered a liquid pursuant to FDEP Rule 62- 701.200(65), F.A.C.. Under no circumstances will the accumulation of debris, residue, etc., on the site beyond the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.
 - 2. Acceptance of storm infrastructure asset line cleaning must be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the storm infrastructure asset must be re-cleaned and re-inspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the storm infrastructure asset) must be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.
 - 3. If internal sealing is to follow the television inspection, particular attention must be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

XI. BYPASS PUMPING

The work covered by this section consists of providing all labor, equipment, material and supplies, and performing all operations required to bypass pump sewage around a manhole or storm infrastructure section in which work is to be performed. The Contractor must be prepared to bypass pump sewage as part of his operations. The Contractor must provide all pumps, piping, and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer.

All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, must be considered incidental to the work and no additional compensation will be allowed. Pumps and equipment must be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine must be equipped in a manner to keep noise to a minimum.

For manual operation of pump stations, the Contractor must coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow must only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.

For manhole repairs, the flow through the manhole must be controlled or blocked completely, as required, to properly complete the repairs as specified.

The Contractor must submit a written plan describing the means and methods for flow control and bypass pumping to the Engineer for review.

PLUGGING AND BLOCKING

A storm infrastructure line plug must be inserted into the line upstream of the section being televised or repaired. The plug must be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations, the flow through the line being worked must be reduced to within the maximum limits stated above. After the work has been completed, the flow must be restored to normal.

FLOW CONTROL PRECAUTIONS

When flow in a storm infrastructure line is plugged, blocked or bypassed by the Contractor, sufficient precautions must be taken to protect the public health and to protect the storm infrastructure asset from damage that might result from storm infrastructure asset surcharging. Further, the Contractor must take precautions to ensure that storm infrastructure asset flow control operations do not cause flooding or damage to public or private property being served by the storm infrastructure assets involved and must be responsible for any damage resulting from the flow control operations.

When flow in a storm infrastructure line is plugged or blocked by the Contractor, conditions upstream of the plug must be monitored by the Contractor's representative and the Contractor must be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter, which is bypass pumped from the storm collection system, must be discharged to another storm infrastructure asset manhole or appropriate vehicle or container only. No such liquid or solid matter must be allowed to be discharged, stored or deposited on the ground, swale, road, storm system, or open environment. The Contractor must protect all pumps, conduit, and other equipment used for bypass pumping from traffic.

Should the liquid or solid matter from the storm collection system be spilled, discharged, leaked or otherwise deposited to the open environment as a result of the Contractor's flow control operations, the Contractor will be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The Contractor will also be responsible for notifying the storm system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the City.

XII. TELEVISION INSPECTION -- INFRASTRUCTURE

- A. Each designated section must be visually inspected by means of a closed-circuit television. The inspection will be done one section at a time, and the section being inspected will be suitably isolated from the remainder of the storm infrastructure system as required.
- B. Video recordings must be made of the television inspections, and both copies of the recordings and printed inspection logs must be supplied to the City.

EQUIPMENT

The television camera used for the inspection must be one specifically designed and constructed for such inspection. Lighting for the camera must be suitable to allow a clear picture for the entire periphery of the pipe. The camera must be operative in 100 percent humidity conditions. The camera, television monitor, and other components of the video system must be capable of producing a minimum 500 line resolution video picture. Picture quality and definition must be to the satisfaction of the Engineer. The Lighting System must minimize reflective glare.

PERFORMANCE

- A. The camera must be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the storm infrastructure asset's condition, but in no case will the television camera be pulled at a speed greater than 30 feet per minute (fpm). Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the storm infrastructure asset conditions must be used to move the camera through the storm infrastructure asset. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor must re-set up the equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, the

Contractor must remove the obstruction by excavation and replacement of that section of pipe, as specified herein.

- B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication must be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.
- C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects must be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters must be checked daily by use of a walking meter, roll-a-tape or other suitable device.
- D. Documentation of the television results must be as follows:
 - 1. Television Inspection Logs

Printed location records must be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm system connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the City and the Engineer.
 - 2. Video recordings of the data on the television monitor must be made by the Contractor, copies of which must be furnished to the City in a flash drive or other electronic or media format approved by the City.

XIII. CURED-IN-PLACE PIPE LINER

The Contractor must furnish all labor, materials, equipment and incidentals required to install cured-in-place pipe (CIPP) lining as per pipe size, location, and other specifics, as indicated herein.

RELATED WORK

- A. Storm infrastructure asset pipe [and manhole] cleaning is included in Section "IX".
- B. Television inspection of pipelines is included in Section "XI".
- C. Maintenance of flows and bypass pumping is included in Section "X".

SUBMITTALS

The Contractor must submit the following to the City prior to commencement of work:

- 1. Specific product details addressing conformity to the Product & Installation Standards (see below) for each type of liner and size intended to be used on the project, including a reference table which shows the location and size of each pipe which is to be lined and the corresponding liner type, thickness and manufacturer information.
- 2. Engineered calculations for load bearing for liners needing to supplement or replace the structural integrity of the existing pipes. Liner thicknesses which have been assigned in the bid table or other bid reference, must be the minimum wall thickness of the liner; however, the liner thickness must be increased as needed to meet the loading needs based on site conditions live and dead loads and this thickness increase will be at no additional cost to the Owner.

PRODUCT & INSTALLATION STANDARDS

- A. Cured in place pipe lining products and installation must meet the following American Society for Testing and Materials (ASTM) standards:

1. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 2. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
 3. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube
 4. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- B. Where reference is made to one of the above standards, the revision in effect at the time of the bid opening must apply.

QUALITY ASSURANCE

- A. The Contractor performing the lining work must be fully qualified, experienced, and equipped to complete this work expeditiously and in a satisfactory manner. Submit the following information for review and approval at the time of bid submittal:
1. The number of years of experience in performing pipe lining projects.
 2. The name of the lining manufacturer and supplier for this work and previous work listed below. The Contractor must be an approved installer as certified and/or licensed by the liner manufacturer.
 3. A list of municipal clients that the Contractor has performed this type of work for without defects or performance problems.
 - a. The list must contain names and telephone numbers of persons to be called to verify previous satisfactory performance.
 - b. A full description of the actual work performed.
 - c. The list of municipal clients and description of projects must include the approximate liner footage (LF) of lining work completed. Provide a sufficient number of references to total 50,000 LF or more of lining work completed to date.
- B. The Contractor must also be capable of providing crews as needed to complete the work without undue delay and must begin work within [7] days from authorized notice to proceed.
- C. The City must approve or disapprove the Contractor and/or manufacturer based on the submitted information and a follow up interview.
- D. The CIPP liner must be provided by a single manufacturer. The supplier must be responsible for the provision of all test requirements specified herein as applicable. In addition, all liner to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the City, at City's own expense. The Contractor must require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the City.
- E. Inspection of the liner may also be made by the Engineer or other representative of the City after delivery. The liner must be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery must be marked for identification and must be removed from the job site at once.

DELIVERY, STORAGE AND HANDLING

- A. Care must be taken in shipping, handling and storage to avoid damaging the liner. Extra care must be taken during cold weather construction. Any liner damaged in shipment must be replaced as directed by the Engineer.

- B. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though damage may not be visible, must be marked as rejected and removed at once from the job site.
- C. The liner must be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner must be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and will be removed from the site immediately.

PROJECT/SITE REQUIREMENTS

- A. The Contractor must provide all necessary Maintenance of Traffic (MOT) controls, including flaggers, in accordance with the Standards of the Florida Department of Transportation.
- B. The Contractor must minimize impacts to residents and businesses during the pipe cleaning and lining operation and must properly dispose of all waste material and restore all damaged property caused by the Contractor or its sub-contractors.

GUARANTEE

All lining work must be fully guaranteed by the Contractor and manufacturer for a period of [1] year from the date of acceptance. During this period, all serious defects discovered by the City must be removed and replaced in a satisfactory manner at no additional cost to the City. The City may conduct an independent television inspection, at the City's own expense, of the lining work prior to the completion of the [1] year guarantee period.

MATERIALS

- A. The liner must be composed of tubing material consisting of one or more layers of a flexible non-woven polyester with or without additives such as woven fiberglass or other fibers. The felt tubing must be impregnated with a thermosetting polyester resin and catalyst, vinyl ester and catalyst or epoxy resin and hardener. The liner material and resin must be completely compatible. The outside layer of the tube must be coated with an impermeable material compatible with the resin and fabric.
- B. The liner must be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.
- C. The liner must be able to cure in the presence of water at a temperature of 180 degrees Fahrenheit (180°F) or less.
- D. When inverted and cured, the liner must form a continuous, tight fitting, hard, impermeable liner which is chemically resistant to chemicals found in stormwater and domestic sewage.
- E. The liner must be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal storm infrastructure assets and soils adjacent to the storm infrastructure asset to be lined.
- F. The liner must be fabricated to a size that when reformed will tightly fit the storm infrastructure being rehabilitated. Allowance for longitudinal and circumferential expansion must be taken into account when sizing and installing the liner. All dimensions must be field verified by the Contractor prior to delivery of the liner. Field measurements must be used to ensure maximum closure between the new liner and the existing storm infrastructure asset [pipe].
- G. The application of the resin to the felt tubing (wet-out) must be conducted under factory conditions and the materials must be fully protected against UV light, excessive heat and contamination at all times.
- H. The length of the liner must be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner must be verified in the field by the Contractor prior to fabrication.
- I. The liner must be designed, fabricated and installed for the actual conditions encountered for this application and must comply with the following minimum conditions:
 - 1. Temperature: 40 to 150 degrees Fahrenheit

2. Maximum long term deflection: 5 percent (%)
3. The liner must be designed to support all loads produced by backfill (120 lbs. /sq. ft.), American Association of State Highway Transportation Officials (AASHTO) H-20 or HS-20 loading, i.e., truck axle loading of 32,000 lbs, or wheel loading of 16,000 lbs. and a hydrostatic loading from groundwater elevation at grade.
4. The liner must be watertight.

J. The cured liner must have the following minimum structural properties:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Standard</u>
Flexural Strength	ASTM D790	4,500
Flexural Modulus	ASTM D790	250,000

INSTALLATION

- A. Clean each length of pipe to be lined and dispose of any resulting material as specified in Section “IX”, Storm infrastructure asset cleaning.
- B. Conduct a videotaped color television inspection of each length of pipe to be lined in accordance with Section “XI”.
- C. The Contractor must provide bypass pumping of flows in accordance with Section 01800.
- D. Furnish and install the liner in the full length of storm infrastructure asset as shown on the Drawings. The installation of the liner must be in complete accordance with the applicable provisions herein and the manufacture's installation requirements.
- E. For each length of liner installed, remove specimens of at least 24-inch length for testing of flexural properties. The specimens must be cut from a section of installed and reformed liner at an intermediate point or the termination point of the installation.
- F. All cutting and sealing of the liner at manhole connections must provide watertight pipe and manhole trough seals. Following installation of the liner, conduct a final videotaped color television inspection of the completed work. Copies of these tapes and the videotapes made prior to the liner installation must be submitted to the Engineer for approval and must be retained by the City and/or Engineer.

FIELD TESTING AND ACCEPTANCE

- A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.
- B. Field acceptance of the liner must be based on the Engineer's evaluation of the installation including TV videotapes and a review of certified test data for the installed pipe samples.
- C. Groundwater infiltration of the liner must be zero.
- D. There must be no evidence of splits, cracks, breaks, lifts, kinks, delaminations, or crazing in the liner.
- E. If any defective liner is discovered after it has been installed, it must be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner.

XIV. RESTORATION OF SURFACE IMPROVEMENTS

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

Standards. Florida Grades and Standards for Nursery Plants, Part 1.

SOD

Sod used for restoration must match the existing sod in the area. St. Augustine sod must be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod must be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod must have well matted roots.

The sod must be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod must be live, fresh and uninjured at the time of planting

The sod must be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod must be planted as soon as possible after being harvested and must be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

PLANTS

Existing damaged plants must be replaced by plants of equal type, quality and size whenever possible. All new plants must be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, insect eggs or larvae. The new plants must be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractor's option, in which case, the plants must be handled and maintained by approved nursery staff.

Plants must be watered and cared for until new growth appears. Dead and dying plants must be immediately replaced.

Plants used must be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants must conform to the sizes indicated by the Owner.

MULCH

Mulch for all planter areas must be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

WATER

The water used in the performance of this Contract must be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

PLANTING MIXTURE

The planting mixture, when required, must consist of a thorough mixture of 40% peat and 60% sand. The peat must be Florihome peat or equivalent and the sand must be clean and free from debris of any kind.

FERTILIZER

Fertilizer must be granular 8-8-8, or equivalent.

Commercial fertilizers must comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications must be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction latest edition and must be in accordance with the project specifications and plans latest edition.

PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract must have a compressive strength of 3000 psi at 28 days and must conform to the requirements of ASTM C150/C150M – 20, Standard Specification for Portland Cement.

LANDSCAPING RESTORATION

All grass areas disturbed by construction must be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work must be restored to a condition equal to or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required must be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls must be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits must be circular in outline and have vertical sides. Tree pits must be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers must have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, must be centered in pits. Deep planting must be avoided and unless otherwise specified, plants must be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms must be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap must be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants must remain wrapped until fully backfilled and then just the upper portion of the burlap must be removed. Backfill of planting mix must be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation must be furnished by the Contractor. The existing irrigation system, where damaged, must be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded must include scarifying and loosening the soil and application of fertilizer.

- Sodding must not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.
- The sod must be placed on the prepared surface with edges in close contact and must be firmly and smoothly embedded by light tamping with appropriate tools.
- Where sodding is used in drainage ditches or ponds, the setting of the pieces must be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips must not exceed 6-inches.
- In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod must be tamped so as to produce a feathered edge effect.
- On areas where the sod may slide, due to height and slopes, it must be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.
- Any pieces of sod which, after placing, show appearance of extreme dryness must be removed from the work.

- The sod must be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor must maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance must include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

TESTS

The Contractor must furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Contractor and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor must pay for all retests.

XV. CURED IN-PLACE-PIPE LINER BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item CIPP Light Cleaning and CCTV Inspection (Bid Item Numbers A-1 to A-5)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of ¼ diameter or less of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation will be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Medium Cleaning and CCTV Inspection (Bid Item Numbers A-6 to A-10)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of ¼ to ½ diameter of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation would be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Heavy Cleaning and CCTV Inspection (Bid Item Numbers A-11 to A-15)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of greater than ½ diameter of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation would be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Root Removal and CCTV Inspection (Bid Item Numbers A-16 – A-20)

Measurement: The quantity for payment must be per Linear Foot of root material cleared as measured along the flow of the pipe.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item CIPP Tuberculation Cleaning and CCTV Inspection (Bid Item Numbers A-21 to A-25)

Measurement: Mechanical Tuberculation/Mineral Deposit Removal must be measured in actual linear feet of storm infrastructure asset mains satisfactorily cleaned by mechanically removing tuberculation/mineral deposit from the interior of the main and de-scaling the main. Measurement must be along the length of the centerline of storm infrastructure asset, which cleaning was performed, between manholes, measured to the nearest foot from inside wall of the manhole to the inside wall of the other manhole and not including the manhole chamber, in accordance with City requirements and specifications.

Payment: Payment will be made at the contract unit price bid per linear feet as stated in the proposal for Mechanical Tuberculation/Mineral Deposit Removal.

Bid Items Furnish & Install Cured-in-Place-Pipe (CIPP) Liner 8-inch to 72-inch (Bid Item Numbers A-26 to A- 142)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than indicated, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment and also includes: existing pipe cleaning, material disposal and videotaping pre and post installation.

Bid Items Furnish & Install Cured in Place Liner (CIPP) (12" X 18") to (58" X 91") Elliptical (Bid Item Numbers A-143 to A-205)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than indicated, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment and also includes: existing pipe cleaning, material disposal and videotaping pre and post installation.

XVI. MANHOLE REHABILITATION

The Contractor must furnish all labor, materials, equipment, and incidentals required to rehabilitate manholes by providing a cementitious restoration material designed for structural build-back, corrosion resistance, and repairing inverts to design requirements. All materials applied to the structure shall be compatible, as specified by the manufacturer.

REFERENCES

C150 Standard Specification for Portland Cement Type I
ASTM C33-86 Standard Specification for Concrete Aggregates
ASTM C78 Standard Test Method for Flexural Strength of Concrete; Using Simple Beam with Third Point Loading
ASTM C109/C109M-05 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)
ASTM C157/C157M-06 Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
ASTM C267 Test Methods for Chemical Resistance of Mortars, Grouts and Monolithic Surfacings and Polymer Concretes
ASTM C293-02 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
ASTM C309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete ASTM C321-00(2005) Standard Test Method for Bond Strength of Chemical-Resistant Mortars ASTM C348-02 Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars ASTM C494-86 Standard Specification for Chemical Admixtures for Concrete
ASTM C496/C496M-04e1 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens ASTM C666/C666M-03 Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C882-05 Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete by Slant Shear

MANHOLE REPAIR MATERIALS

- A. Cementitious Coating Restoration Materials for manhole walls, channels, corbels, chimneys and benches. The Contractor shall install cementitious restoration materials that shall be specifically designed for the rehabilitation of manholes and other related stormwater structures. Liner materials shall be cement based, poly-fiber reinforced, shrinkage compensated, and enhanced with chemical admixtures and siliceous aggregates. Liner materials shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for troweling, low-pressure spray or centrifugal spin casting application. All cementitious liners shall be troweled to densify and smooth out the surfaces.

B. Design Requirements.

Repairs may be designed to rehabilitate the existing manhole against corrosion or structural build-back, or a combination of the two. In certain cases, the preparation, certification and submission of design calculations by a registered professional engineer is required for manhole replacement and rehabilitation technologies. All design must be supported by third party testing and documentation for the exact product that is being submitted.

1. A manhole is specified to be structurally replaced, being able to sustain all earth, hydrostatic and dynamic loading without support by the existing structure. Certification and submission of design calculations by a registered professional engineer is required.
2. A manhole is specified to be structurally rebuilt, with build-back materials, or rehabilitated to sustain hydrostatic loading by groundwater. Certification and submission of design calculations by a registered professional engineer is required.
3. A manhole is specified to receive a corrosion protective coating sufficiently thick to totally protect the existing host structure from further corrosion, deterioration and water vapor transmission. Certification and submission of design calculations by a registered engineer may be required.
4. A manhole is specified to receive a coating to renew mortar or other deteriorated components of a manhole but has no specified longevity or corrosion resistance requirement. The manufacturer's third-party testing will be acceptable for application suitability.
5. A manhole is specified to receive patch repair materials for portions of the manhole. The manufacturer's third-party testing will be acceptable for application suitability.

XVII. MANHOLE REHABILITATION BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item Manhole Rehabilitation (Bid Item Numbers C-1 – C-17)

Measurement: The quantity for payment for each item must be per unit of measure listed in the bid form: square foot (SF), Tube, Gallon, Each, or vertical foot (VF) for rehabilitation of the manhole.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the by-pass pumping as needed to successfully line and cure the pipe.

XVIII. ANCILLARY BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item Ancillary Services – By-Pass Pumping & Dewatering (Bid Item Numbers C-1 to C-10)

Measurement: The quantity for payment must be by pump size for dewatering operations.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the by-pass pumping as needed to successfully line and cure the pipe.

Bid Item Ancillary Services – Maintenance of Traffic (MOT) and Variable Message Board (Bid Item Numbers C-11 to C-15)

Measurement: The unit of payment for Maintenance of Traffic (MOT) must include all expenses required for completion of the project per Florida Department of Transportation (FDOT) Index 601, or Index 603. Traffic Control Flagmen and Arrow Boards must be per day and must include two flagmen / Boards (one at each end). Traffic Control Barricades and Lane Dividers must be per linear foot per day. The quantity of payment must be per linear foot of cleaning or lining work item completed plus the Florida Department of Transportation Index 600 required taper length per day of work. Work must be performed between 7:00 pm and 7:00 am.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, materials and equipment.

EXHIBIT "B"

CONTRACTOR'S UNIT PRICE BID

The following Unit Prices, accepted by the City, shall be used for the purposes of developing pricing proposals for Purchase Orders and Change Orders issued under this contract.

Unit Prices shall include: all labor, materials, equipment, mobilization, transportation; supervision; surveying, dewatering, shoring, testing, insurance cost, taxes, fees, overhead, profit and all other items required by FDOT Standard Specifications - Latest Edition, that the Contractor will incur by performing the required work. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

A. CURED-IN-PLACE PIPE (CIPP)			
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection			
Item	Description	Unit of Measure	Unit Cost (See Above)
	Light Cleaning and CCTV Inspection		
A-1	8" - 12" diameter	LF	\$ 3.00
A-2	14" - 18" diameter	LF	\$ 4.00
A-3	20" - 24" diameter	LF	\$ 5.00
A-4	27" - 42" diameter	LF	\$ 10.00
A-5	48" - 72" diameter	LF	\$ 26.00
	Medium Cleaning and CCTV Inspection		
A-6	8" - 12" diameter	LF	\$ 3.00
A-7	14" - 18" diameter	LF	\$ 4.00
A-8	20" - 24" diameter	LF	\$ 6.00
A-9	27" - 42" diameter	LF	\$ 13.00
A-10	48" - 72" diameter	LF	\$ 35.00
	Heavy Cleaning and CCTV Inspection		
A-11	8" - 12" diameter	LF	\$ 4.00
A-12	14" - 18" diameter	LF	\$ 5.00
A-13	20" - 24" diameter	LF	\$ 8.00
A-14	27" - 42" diameter	LF	\$ 26.00
A-15	48" - 72" diameter	LF	\$ 53.00
	Root Removal and CCTV Inspection		
A-16	8" - 12" diameter	LF	\$ 13.00
A-17	14" - 18" diameter	LF	\$ 16.00

A-18	20" - 24" diameter	LF	\$ 20.00
A-19	27" - 42" diameter	LF	\$ 26.00
A-20	48" - 72" diameter	LF	\$ 39.00
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection (Continued)			
Item	Description	Unit of Measure	Unit Cost
	Tuberculation Cleaning and CCTV Inspection		
A-21	8" - 12" diameter	LF	\$ 79.00
A-22	14" - 18" diameter	LF	\$ 98.00
A-23	20" - 24" diameter	LF	\$ 131.00
A-24	27" - 42" diameter	LF	\$ 196.00
A-25	48" - 72" diameter	LF	\$ 393.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure			
Item	Description	Unit of Measure	Extension
	8" diameter CIPP Liner		
A-26	6.0 mm normal thickness (.236)	LF	\$ 45.00
A-27	7.5 mm normal thickness (.295)	LF	\$ 48.00
A-28	9.0 mm normal thickness (.354)	LF	\$
A-29	Sectional Liner, 8' long	EA	\$ 4,500.00
	12" diameter CIPP Liner		
A-30	6.0 mm normal thickness (.236)	LF	\$ 55.00
A-31	7.5 mm normal thickness (.295)	LF	\$ 60.00
A-32	9.0 mm normal thickness (.354)	LF	\$ 65.00
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 6.00
A-34	Sectional Liner, 8' long	EA	\$ 4,500.00
	15" diameter CIPP Liner		
A-35	6.0 mm normal thickness (.236)	LF	\$ 65.00
A-36	7.5 mm normal thickness (.295)	LF	\$ 71.00
A-37	9.0 mm normal thickness (.354)	LF	\$ 77.00
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 6.00
A-39	Sectional Liner, 8' long	EA	\$ 4,900.00
	18" diameter CIPP Liner		
A-40	6.0 mm normal thickness (.236)	LF	\$ 75.00
A-41	7.5 mm normal thickness (.295)	LF	\$ 85.00
A-42	9.0 mm normal thickness (.354)	LF	\$ 90.00

A-43	10.5 mm normal thickness (.413)	LF	\$97.00
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	\$7.00
A-45	Sectional Liner, 8' long	EA	\$5,200.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
	21" diameter CIPP Liner		
A-46	6.0 mm normal thickness (.236)	LF	\$87.00
A-47	7.5 mm normal thickness (.295)	LF	\$96.00
A-48	9.0 mm normal thickness (.354)	LF	\$105.00
A-49	10.5 mm normal thickness (.413)	LF	\$112.00
A-50	12.0 mm normal thickness (.472)	LF	\$119.00
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	\$7.00
A-52	Sectional Liner, 8' long	EA	\$6,500.00
	24" diameter CIPP Liner		
A-53	9.0 mm normal thickness (.354)	LF	\$112.00
A-54	10.5 mm normal thickness (.413)	LF	\$122.00
A-55	12.0 mm normal thickness (.472)	LF	\$130.00
A-56	13.5 mm normal thickness (.531)	LF	\$139.00
A-57	15.0 mm normal thickness (.591)	LF	\$151.00
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$9.00
A-59	Sectional Liner, 8' long	EA	\$6,500.00
	27" diameter CIPP Liner		
A-60	9.0 mm normal thickness (.354)	LF	\$124.00
A-61	10.5 mm normal thickness (.413)	LF	\$136.00
A-62	12.0 mm normal thickness (.472)	LF	\$145.00
A-63	13.5 mm normal thickness (.531)	LF	\$155.00
A-64	15.0 mm normal thickness (.591)	LF	\$168.00
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$10.00
A-66	Sectional Liner, 8' long	EA	\$6,500.00
	30" diameter CIPP Liner		
A-67	9.0 mm normal thickness (.354)	LF	\$138.00
A-68	10.5 mm normal thickness (.413)	LF	\$147.00
A-69	12.0 mm normal thickness (.472)	LF	\$157.00
A-70	13.5 mm normal thickness (.531)	LF	\$168.00
A-71	15.0 mm normal thickness (.591)	LF	\$184.00

A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 10.00
A-73	Sectional Liner, 8' long	EA	\$7,000.00
36" diameter CIPP Liner			
A-74	10.5 mm normal thickness (.413)	LF	\$ 172.00
A-75	12.0 mm normal thickness (.472)	LF	\$ 184.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
36" diameter CIPP Liner (Continued)			
A-76	13.5 mm normal thickness (.531)	LF	\$ 199.00
A-77	15.0 mm normal thickness (.591)	LF	\$ 217.00
A-78	16.5 mm normal thickness (.650)	LF	\$ 228.00
A-79	18.0 mm normal thickness (.709)	LF	\$ 243.00
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 12.00
A-81	Sectional Liner, 8' long	EA	\$ 7,700.00
42" diameter CIPP Liner			
A-82	10.5 mm normal thickness (.413)	LF	\$ 204.00
A-83	12.0 mm normal thickness (.472)	LF	\$ 216.00
A-84	13.5 mm normal thickness (.531)	LF	\$ 233.00
A-85	15.0 mm normal thickness (.591)	LF	\$ 255.00
A-86	16.5 mm normal thickness (.650)	LF	\$ 269.00
A-87	18.0 mm normal thickness (.709)	LF	\$ 287.00
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 14.00
A-89	Sectional Liner, 8' long	EA	\$ 8,500.00
48" diameter CIPP Liner			
A-90	12.0 mm normal thickness (.472)	LF	\$ 247.00
A-91	13.5 mm normal thickness (.531)	LF	\$ 267.00
A-92	15.0 mm normal thickness (.591)	LF	\$ 292.00
A-93	16.5 mm normal thickness (.650)	LF	\$ 306.00
A-94	18.0 mm normal thickness (.709)	LF	\$ 327.00
A-95	19.5 mm normal thickness (.768)	LF	\$ 348.00
A-96	21.0 mm normal thickness (.827)	LF	\$ 363.00
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 17.00
A-98	Sectional Liner, 8' long	EA	\$ 9,900.00
52" diameter CIPP Liner			
A-99	10.5 mm normal thickness (.413)	LF	\$ 267.00

A-100	12.0 mm normal thickness (.472)	LF	\$282.00
A-101	13.5 mm normal thickness (.531)	LF	\$303.00
A-102	15.0 mm normal thickness (.591)	LF	\$331.00
A-103	16.5 mm normal thickness (.650)	LF	\$348.00
A-104	18.0 mm normal thickness (.709)	LF	\$371.00
A-105	19.5 mm normal thickness (.768)	LF	\$394.00
A-106	21.0 mm normal thickness (.827)	LF	\$412.00
A-107	22.5 mm normal thickness (.886)	LF	\$441.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
	52" diameter CIPP Liner (Continued)		
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 19.00
A-109	Sectional Liner, 8' long	EA	\$11,900.00
	54" diameter CIPP Liner		
A-110	10.5 mm normal thickness (.413)	LF	\$268.00
A-111	12.0 mm normal thickness (.472)	LF	\$283.00
A-112	13.5 mm normal thickness (.531)	LF	\$304.00
A-113	15.0 mm normal thickness (.591)	LF	\$332.00
A-114	16.5 mm normal thickness (.650)	LF	\$349.00
A-115	18.0 mm normal thickness (.709)	LF	\$372.00
A-116	19.5 mm normal thickness (.768)	LF	\$395.00
A-117	21.0 mm normal thickness (.827)	LF	\$413.00
A-118	22.5 mm normal thickness (.886)	LF	\$442.00
A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 19.00
A-120	Sectional Liner, 8' long	EA	\$11,900.00
	60" diameter CIPP Liner		
A-121	10.5 mm normal thickness (.413)	LF	\$305.00
A-122	12.0 mm normal thickness (.472)	LF	\$336.00
A-123	13.5 mm normal thickness (.531)	LF	\$349.00
A-124	15.0 mm normal thickness (.591)	LF	\$379.00
A-125	16.5 mm normal thickness (.650)	LF	\$399.00
A-126	18.0 mm normal thickness (.709)	LF	\$425.00
A-127	19.5 mm normal thickness (.768)	LF	\$451.00
A-128	21.0 mm normal thickness (.827)	LF	\$466.00
A-129	22.5 mm normal thickness (.886)	LF	\$497.00
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$24.00
A-131	Sectional Liner, 8' long	EA	\$13,000.00

72" diameter CIPP Liner			
A-132	10.5 mm normal thickness (.413)	LF	\$376.00
A-133	12.0 mm normal thickness (.472)	LF	\$376.00
A-134	13.5 mm normal thickness (.531)	LF	\$406.00
A-135	15.0 mm normal thickness (.591)	LF	\$442.00
A-136	16.5 mm normal thickness (.650)	LF	\$465.00
A-137	18.0 mm normal thickness (.709)	LF	\$496.00
A-138	19.5 mm normal thickness (.768)	LF	\$528.00
A-139	21.0 mm normal thickness (.827)	LF	\$549.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
72" diameter CIPP Liner (Continued)			
A-140	22.5 mm normal thickness (.886)	LF	\$586.00
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$27.00
A-142	Sectional Liner, 8' long	EA	\$17,400.00
(12" X 18") Elliptical CIPP Liner			
A-143	9.0 mm normal thickness (.354)	LF	\$71.00
A-144	10.5 mm normal thickness (.413)	LF	\$78.00
A-145	12.0 mm normal thickness (.472)	LF	\$82.00
A-146	13.5 mm normal thickness (.531)	LF	\$88.00
A-147	15.0 mm normal thickness (.591)	LF	\$95.00
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$6.00
A-149	Sectional Liner, 8' long	EA	\$5,400.00
(14" X 18") Elliptical CIPP Liner			
A-150	9.0 mm normal thickness (.354)	LF	\$86.00
A-151	10.5 mm normal thickness (.413)	LF	\$93.00
A-152	12.0 mm normal thickness (.472)	LF	\$99.00
A-153	13.5 mm normal thickness (.531)	LF	\$106.00
A-154	15.0 mm normal thickness (.591)	LF	\$114.00
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$6.00
A-156	Sectional Liner, 8' long	EA	\$5,400.00
(14" X 23") Elliptical CIPP Liner			
A-157	9.0 mm normal thickness (.354)	LF	\$90.00
A-158	10.5 mm normal thickness (.413)	LF	\$97.00
A-159	12.0 mm normal thickness (.472)	LF	\$103.00
A-160	13.5 mm normal thickness (.531)	LF	\$110.00

A-161	15.0 mm normal thickness (.591)	LF	\$ 117.00
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 7.00
A-163	Sectional Liner, 8' long	EA	\$ 5,700.00
(19" X 30") Elliptical CIPP Liner			
A-164	9.0 mm normal thickness (.354)	LF	\$ 112.00
A-165	10.5 mm normal thickness (.413)	LF	\$ 122.00
A-166	12.0 mm normal thickness (.472)	LF	\$ 130.00
A-167	13.5 mm normal thickness (.531)	LF	\$ 139.00
A-168	15.0 mm normal thickness (.591)	LF	\$ 151.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
(19" X 30") Elliptical CIPP Liner (Continued)			
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 9.00
A-170	Sectional Liner, 8' long	EA	\$ 7,000.00
(24" X 38") Elliptical CIPP Liner			
A-171	10.5 mm normal thickness (.413)	LF	\$ 147.00
A-172	12.0 mm normal thickness (.472)	LF	\$ 157.00
A-173	13.5 mm normal thickness (.531)	LF	\$ 168.00
A-174	15.0 mm normal thickness (.591)	LF	\$ 184.00
A-175	16.5 mm normal thickness (.650)	LF	\$ 192.00
A-176	18.0 mm normal thickness (.709)	LF	\$ 205.00
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 10.00
A-178	Sectional Liner, 8' long	EA	\$ 7,000.00
(29" X 45") Elliptical CIPP Liner			
A-179	12.0 mm normal thickness (.472)	LF	\$ 186.00
A-180	13.5 mm normal thickness (.531)	LF	\$ 200.00
A-181	15.0 mm normal thickness (.591)	LF	\$ 218.00
A-182	16.5 mm normal thickness (.650)	LF	\$ 230.00
A-183	18.0 mm normal thickness (.709)	LF	\$ 245.00
A-184	19.5 mm normal thickness (.768)	LF	\$ 260.00
A-185	21.0 mm normal thickness (.827)	LF	\$ 272.00
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 12.00
A-187	Sectional Liner, 8' long	EA	\$ 7,700.00
(38" X 60") Elliptical CIPP Liner			
A-188	12.0 mm normal thickness (.472)	LF	\$ 251.00

A-189	13.5 mm normal thickness (.531)	LF	\$ 270.00
A-190	15.0 mm normal thickness (.591)	LF	\$ 295.00
A-191	16.5 mm normal thickness (.650)	LF	\$ 310.00
A-192	18.0 mm normal thickness (.709)	LF	\$ 330.00
A-193	19.5 mm normal thickness (.768)	LF	\$ 351.00
A-194	21.0 mm normal thickness (.827)	LF	\$ 366.00
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 17.00
A-196	Sectional Liner, 8' long	EA	\$ 9,900.00
	(58" X 91") Elliptical CIPP Liner		
A-197	12.0 mm normal thickness (.472)	LF	\$ 409.00
A-198	13.5 mm normal thickness (.531)	LF	\$ 442.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	Description	Unit of Measure	Extension
	(58" X 91") Elliptical CIPP Liner (Continued)		
A-199	15.0 mm normal thickness (.591)	LF	\$ 483.00
A-200	16.5 mm normal thickness (.650)	LF	\$ 507.00
A-201	18.0 mm normal thickness (.709)	LF	\$ 543.00
A-202	19.5 mm normal thickness (.768)	LF	\$ 576.00
A-203	21.0 mm normal thickness (.827)	LF	\$ 602.00
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 34.00
A-205	Sectional Liner, 8' long	EA	\$ 16,000.00
A. CURED-IN-PLACE PIPE (CIPP) TOTAL UNIT COST (Items A-1 thru A-205)			\$ 224,509.00
B. MANHOLE & DRAINAGE STRUCTURE REHABILITATION			
Item	Description	Unit of Measure	Extension
B-1	Chemical Grout Injection (Small)	TUBE	\$ 347.00
B-2	Chemical Grout Injection (Large)	GAL	\$ 444.00
B-3	Repair Wall w/ High Strength Mortar (Average 2" Depth)	SF	\$ 31.00
B-4	Coat New Manhole	SF	\$ 29.00
B-5	Coat Existing Manhole	SF	\$ 29.00
B-6	Coat Existing Structure	SF	\$ 29.00
B-7	Interior Manhole Coating/Lining Repair	SF	\$ 13.00
B-8	Manhole Test	SF	\$ 20.00
B-9	Concrete Adjustment Rings (0"-12")	SF	\$ 1,184.00
B-10	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	VF	\$ 694.00

B-11	Bench Replacement	EA	\$ 590.00
B-12	Replace Frame & Cover (24"-30")	EA	\$ 2,258.00
B-13	Replace Frame & Cover (32"-36")	EA	\$ 2,769.00
B-14	Inside Drop System 4" - 8"	EA	\$ 2,439.00
B-15	Inside Drop System 10" - 12"	EA	\$ 3,537.00
B. MANHOLE REHABILITATION TOTAL UNIT COST (Items B-1 thru B-15)		\$ 14,413.00	
C. ANCILLARY SERVICES			
Item	Description	Unit of Measure	Extension
	By-Pass Pumping & Dewatering		
C-1	8" diameter	LF	\$ 2.00
C-2	10" diameter	LF	\$ 2.00
C-3	12" diameter	LF	\$ 2.00
C-4	15" diameter	LF	\$ 2.00
C-5	18" diameter	LF	\$ 5.00
C-6	21" diameter	LF	\$ 5.00
C-7	24" diameter	LF	\$ 8.00
C-8	27" diameter	LF	\$ 11.00
C-9	30" diameter	LF	\$ 16.00
C-10	36" diameter	LF	\$ 32.00
	Maintenance of Traffic (MOT)		
C-11	Traffic Control – MOT Index 601 or 602 (per day)	Day	\$ 250.00
C-12	Traffic Control – MOT Index 603 or higher (per day)	Day	\$ 1,250.00
C-13	Traffic Control – MOT Index 601 or 602 (per week)	Week	\$ 1,275.00
C-14	Traffic Control – MOT Index 603 or higher (per week)	Week	\$ 3,200.00
C-15	Variable Message Board	Week	\$ 534.00
C. ANCILLARY SERVICES TOTAL UNIT COST (Items C-1 thru C-15)		\$ 6,594.00	
TOTAL PACKAGE BID (TOTAL UNIT COSTS FOR A + B + C)		\$ 245,516.00	

D. Bond			
D-1	Contract Performance and Payment Bond Cost Not to Exceed 2% of Purchase Order Total (For Project Purchase Orders Costing \$100,000.00 and greater)		2 %

MCA 23-07 ILS_InlinerSolns - Executed


Final Audit Report


2024-01-04


Created:	2024-01-04
By:	Jason Sparks (jsparks@cityofsab.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASW7qOZ8aj6UpPcHzVIVDk9yJk_h5gDuj


"MCA 23-07 ILS_InlinerSolns - Executed" History


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 Signer mroyle@cityofsab.org entered name at signing as max royle
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 Signer jeremiah@dhclawyers.com entered name at signing as Jeremiah Blocker
2024-01-04 - 9:45:58 PM GMT



Document e-signed by Jeremiah Blocker (jeremiah@dhclawyers.com)

Signature Date: 2024-01-04 - 9:46:00 PM GMT - Time Source: server



Agreement completed.

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