

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY
(owner)
and Insituform Technologies, LLC
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation
- Project No. 18/19-A7 - Part C - CIPP Sanitary Sewer Lining System

ARTICLE 2 - THE PROJECT

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

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

Clay County Utility Authority Bid No. 18/19-A7

Part C - CIPP Sanitary Sewer Lining System

The Owner shall furnish purchase orders for the authorization of work.

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed by **Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

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4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.
- B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.
- C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

- A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

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

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

$(25\% \times \text{increase cost of materials}) + (75\% \times \text{CPI index}) = \text{Total increase on a prices on the price schedules.}$

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: $(25\% \times 10\%) + (75\% \times 2\%) = 4\%$ increase (rounded to the nearest \$0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

- A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the Work; or
 2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.
- B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.
- C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.
- D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.
- E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.
- F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.
- G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.
- H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statute thereto applies.

6.04 Final Payment

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

ARTICLE 7 - INTEREST

- 7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the Table of Contents of the Project Manual.
 - 7. Addenda (numbers 1 to 2, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).
- d. Purchase Order(s) with accompanying performance and payment bonds.
- e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

- A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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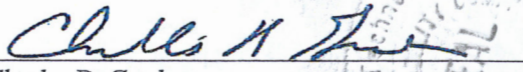
INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 18, 2019 (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By: [Signature]
Tom Morris, Executive Director

Attest: [Signature]
Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

CONTRACTOR:

Insituform Technologies, LLC

By: [Signature]
Diane Partridge, Contracting and Attesting Officer

[CORPORATE SEAL]

Attest: [Signature]
Janet Hass, Contracting and Attesting Officer

Address for giving notices:

17988 Edison Avenue
Chesterfield, MO 63005

License No. GCG1510306

(Where applicable)

Agent for service of process:
Corporation Service Company

1201 Hays Street
Tallahassee, FL 32301

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

Designated Representative:

Name: Brandt Curvel
Title: Project Manager
Address: 6966 Business Park Blvd.
Jacksonville, FL 32256
Phone: (904) 838-0090
Facsimile: (904) 292-3198

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