

## CIPP TERM SERVICES CONTRACT 0113-1010

The Parties to this Term Services Contract (hereinafter, this "Contract") are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Insituform Technologies, LLC, a foreign limited liability company authorized to do business in the State of Florida ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows, effective upon the first date on which both Parties have signed as referenced below (the "Effective Date"):

**Section 1 Scope of Services.** CONTRACTOR will provide Cured-in-Place Pipe Rehabilitation services as further described in the Scope of Work, attached hereto and incorporated herein as Exhibit A, to the CITY from time to time at the direction of the CITY during the Term of this Contract.

Unless approved in advance by a change order properly issued in accordance with applicable CITY ordinances and policies, CONTRACTOR shall not be compensated for the performance of any services not described in Exhibit A.

Performance by the CONTRACTOR is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Where no explicit quality or standards for materials or workmanship are established for the Work, the Work is to be of good quality for the intended use and consistent with the quality of surrounding Work which conforms to the requirements of the Contract Documents and to the standards for construction of the Project generally.

**Section 2. Term; Renewal.** The Term of this Contract is one year, commencing on the Effective Date. Any purchase order entered into prior to the expiration of the Term will remain valid. The Parties may by mutual agreement extend the Contract for up to four Terms of one year each.

**Section 3. Work Authorizations.** This Contract, in and of itself, does not require the CONTRACTOR to perform any Work or provide payment for Work performed by the CONTRACTOR. No Work will be performed under this Contract, and no payment obligation will arise for performance of such Work, except when specifically authorized by a work authorization issued by the CITY in accordance with this Contract and the CITY's procurement policies.

For purposes herein, a work authorization is an agreed-upon document describing the specific Project to be performed, the estimated Project Sum, Project Time, and any additional terms and conditions that the CITY may provide, such as whether the City will require retainage from progress payments, consistent with the terms and conditions of this Contract. A work authorization may be in the form of a mutually executed contract document, or may consist of a CITY-issued purchase order that accepts and incorporates by reference CONTRACTOR's dated, signed written quotation.

**Section 4. Compensation.** Subject to the terms herein, the not to exceed Project Sum will be set forth in each work authorization, and will be based on the Unit Price Schedule, attached hereto and incorporated herein as Exhibit B. In each instance the Project Sum represents the CONTRACTOR's sole compensation from the CITY for performance of the Work described in the work authorization. The CITY has the right to require retainage of the Project Sum.

Exhibit B includes a procedure and criteria for adjusting the Unit Prices described therein.

**Section 5. Payment and Performance Bonds.** The CONTRACTOR will provide payment and performance bonds for any specific work authorization, the cost of which equals or exceeds \$100,000. In each instance, these bonds will equal 100% of the cost of the work referenced in the work authorization.

The surety company executing the bonds must be authorized to do business in the State of Florida, and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the CITY and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, the CONTRACTOR may provide an alternative form of security as specified in F.S. § 255.05(7) upon the CITY's approval.

Any bonds used to comply with this Section must be in the form provided by the CITY; and prior to commencing construction pursuant to a specific work authorization the successful bidder must have the bonds fully executed and recorded and provide the CITY certified copies must of the recorded documents.

**Section 6. Indemnification.** CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, and agents, including subcontractors, suppliers, and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

The CONTRACTOR indemnifies the CITY against any claim of supplier's or subcontractor's lien (in cases where such payment is not already guaranteed by payment bond). If any claim or lien remains unsatisfied after all payments are made, the CONTRACTOR must refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien.

**Section 7. Insurance.**

(a) **Required Insurance.** The CONTRACTOR shall purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

**(1) Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

**(2) Liability Insurance**, including **(i) Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer shall waive its rights of subrogation, if any, against the CITY on each of the foregoing types of required insurance coverage.

**(b) Subcontractors' Insurance.** Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above.

**(c) Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and will contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager  
The City of Daytona Beach  
P.O. Box 2451  
Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

**(d) Cancellation and Replacement.** The CONTRACTOR shall file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to the acceptance of the work by the CITY. If such insurance terminates without CONTRACTOR's prior knowledge, CONTRACTOR shall notify the CITY Immediately upon becoming aware of such termination. CONTRACTOR shall send written notice to the Risk Manager at the address above.

The CITY reserves the right to suspend CONTRACTOR's work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.

**(e) Termination of Insurance.** The CONTRACTOR will not cancel required insurance until all work is completed and accepted by the CITY, and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

**(f) Risk Manager.** All references herein to the "Risk Manager" shall mean the Risk Manager for the CITY or the Risk Manager's designee.

**(g) Liabilities not limited.** The liabilities of the CONTRACTOR under this Contract will not be reduced or otherwise limited by the types or limits in insurance required herein, by the existence of such insurance, or by any expiration or termination of required insurance.

**Section 8. Notices.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

To CONTRACTOR:

Shannon Ponitz, PE  
Utilities Engineering Manager  
125 Basin Street, Suite 130  
Daytona Beach, FL 32114-5090

Diane Partridge  
Contracting & Attesting Officer  
17999 Edison Avenue  
Chesterfield, MO 63005

Either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 9. Contract Documents.** This Contract incorporates the following Exhibits, in addition to each work authorization (hereinafter collectively, the "Contract" or "Contract Documents"):

- Exhibit A - Scope of Work
- Exhibit B - Unit Price Schedule
- Exhibit C - General Conditions
- Exhibit D - CITY's RFP and CONTRACTOR's proposal

Exhibits A through C are attached; Exhibit D is not attached but will remain on file in the Office of the City Clerk for the City.

In case of conflicts between this Contract and any of the Exhibits, this Contract will govern. In case of conflict among the Exhibits, they will have the priority in which they are listed above.

The Contract Documents are intended to include all information necessary for CONTRACTOR's proper prosecution and timely completion of the Work for each Project authorized. CONTRACTOR will prosecute the Work as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one will be as binding as if required by all.

**Section 10. General Terms and Conditions.**

**(a) Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

**(b) Assignments and Subcontracting.** No assignment will be permitted without the CITY's written approval. No subcontracting of the CIIP lining will be permitted without the CITY's written approval. As a condition of granting approval in either instance, the CITY reserves the right, to impose PROGRESS PAYMENT AND retainage requirements on all payments that may come due after the date of approval. In such instance, retainage will be governed by the General Conditions.

**(c) Limitation on Waivers.** Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

**(d) Truth in Negotiations Certificate.** CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

**(e) No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR'S services under this Contract.

**(f) Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company,

corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**(g) Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

**(h) Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

**(i) Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

**(j) Litigation Costs.** In case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

**(k) Force Majeure.** In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of a Party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such Party of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated. Each Party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

**(l) Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

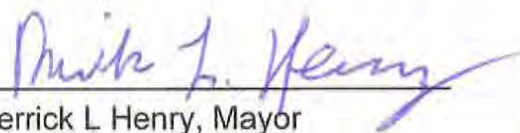
**(m) Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

**(n) Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

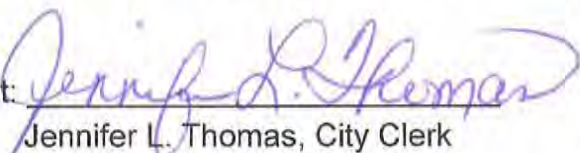
**THE CITY**

**CONTRACTOR**

By:   
Derrick L Henry, Mayor

By: 

Printed Name: Diane Partridge


Attest:   
Jennifer L. Thomas, City Clerk

Title: Contracting and Attesting Officer

Date: June 12, 2013

Date: July 17, 2013

Approved as to legal form:

By:   
Marie Hartman, City Attorney

**INSITUFORM TECHNOLOGIES, LLC**  
**Assistant Secretary's Certificate**

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

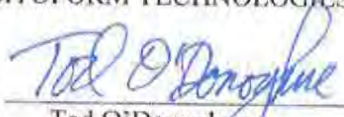
Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to 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) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 22<sup>nd</sup> day of February, 2013.

INSITUFORM TECHNOLOGIES, LLC

By: \_\_\_\_\_

  
Tod O'Donoghue  
Assistant Secretary



## **EXHIBIT A: Scope of Services**

### **I. General**

The Scope of Work is professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis.

### **II. Summary of Work**

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) standard F 1216-09 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional experienced advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

### **III. Product Performance**

Standard lining products are intended to have a 50-year design life and in order to minimize CITY's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially viable and acceptable to the CITY.

For a product to be considered commercially proven, a minimum of 1,000,000 linear feet of successful sanitary sewer system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability. In addition, at least 300,000 linear feet of 8" through 18" and 300,000 linear feet larger than 18" of the product shall have been in successful sanitary sewer service within the State of Florida for a minimum of five (5) years. Also, a minimum of 900,000 linear feet of successful stormwater main

system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability and at least 300,000 linear feet (15" or larger) of the product shall have been in successful stormwater service within the State of Florida for a minimum of five (5) years.

CONTRACTOR shall provide a reference list with the proposal to document this requirement. Reference list shall include name/address of company/municipality within the State of Florida; contact name; telephone number; and date of installation. If the CONTRACTOR has installed the product for the CITY, the CONTRACTOR must include the CITY as a reference. References for product use in coastal communities are preferred.

#### **IV. Equipment/Vehicles**

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

#### **V. Materials**

- A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.
- B. The CITY requires that the CONTRACTOR use potable water from the CITY for the project. A construction hydrant water meter must be obtained and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

#### **VI. CONTRACTOR Responsibilities**

- A. Backflow Prevention: The CITY requires that an approved backflow prevention device be properly installed in-line to the fresh water fill line of all jetting and/or vacuum equipment
- B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required. Staff should include: Project Representative, Project Manager, Field Supervisor and Senior Foreman. Staff shall be proficient and experienced in all phases of services mentioned.
- C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.
- D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. No personal

vehicles are to be parked at the job site.

- E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service offices in the State of Florida for the provision these services. The CONTRACTOR shall be certified in confined space entry and traffic control per OSHA requirements.
- F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of stormwater main and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.
- G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping. The cost for traffic control will be included in the overall cost of the project.
- H. TV & Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline and it shall be noted so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. A video and suitable log shall be kept for later reference by the CITY. Post-construction inspection and video DVD and log shall be performed by the CONTRACTOR and submitted to the CITY. All video inspection shall be witnessed by a CITY representative as it is being performed.
- I. Manhole/Liner Interface: It shall be the responsibility of the CONTRACTOR to make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point.
- J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. This will be accomplished from within the sewer main via a remote controlled cutting device.
- K. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall have the capability of performing services which include televised inspection, data collection, system flow analysis, and pipeline reconstruction.
- L. Safety and Worksite Control: The CONTRACTOR shall provide services that include

safety measures for both their workers and the public. The CONTRACTOR shall be completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. All precautions shall be taken by the selected CONTRACTOR to protect the workers, public and CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

- M. Waste Materials: The CONTRACTOR shall be responsible for the disposal of all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. CITY shall approve all waste material disposal schedules. The selected CONTRACTOR shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall be responsible for conforming to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

- N. Curing Water: The CONTRACTOR shall be responsible for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.
- O. Backflow Prevention / TV Inspection Report: The CONTRACTOR shall prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.
- P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CITY will be advised of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

## **VII. CONTRACTOR / Sub-contractor Employee Conduct and Appearance**

### **A. Conduct:**

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
2. All on-site employees shall have current confined space entry certification.
3. Any CONTRACTOR or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol will not be allowed to stay at the work site. CONTRACTOR shall be responsible for immediate replacement of the employee in a timely manner and at no cost to the CITY.
4. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to provide trained supervision at the work site to ensure work is performed in a safe manner.
5. Any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment shall be corrected by the

CONTRACTOR in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

**B. Appearance:**

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will have an appearance that is neat and clean.
2. CONTRACTOR and sub-contractor employees shall, at minimum, wear a work shirt identifying their company name.
3. Licenses/Permits: It shall be the responsibility of the CONTRACTOR to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

**VIII. Scope of Work General Stormwater and Sanitary Sewer Main Lining**

Oval stormwater mains shall be compensated for at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

**A. Stormwater main and Sanitary Sewer Cleaning**

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. Cleaning experience in coastal community systems is preferred. A CONTRACTOR conducting cleaning operations on existing stormwater main and sewer lines shall have four (4) years experience in cleaning existing stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years. The CONTRACTOR conducting cleaning operations on new stormwater main and sewer lines shall have four (4) years cleaning experience in cleaning new stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years
2. Submittals:
  - a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned.
  - b. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.

B. **Products:** The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds for removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of  $\frac{3}{4}$  inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.
2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.
3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and product a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism

properly sized. All electrical drops required by the CONTRACTOR shall be arranged by the CONTRACTOR.

4. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The cost of all system downtime and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable will be borne by the CONTRACTOR's.
5. Water Metering Requirements: The CITY shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. Only potable water shall be used for this work.

**C. Execution:**

1. General: It is the intent of these specifications to provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated stormwater main and/or sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the condition of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the CITY. Cleaning of stormwater main or sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned, and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning of sections upstream shall be allowed.
2. Site Visit:
  - a. The CONTRACTOR shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.
  - b. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

**D. Hydraulic Cleaning Methodology:**

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the

necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the stormwater main or sewer line. Satisfactory precautions shall be taken to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used, precautions shall be taken to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.
3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be constructed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

**E. Mechanical Cleaning Methodology:**

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to ensure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.
4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved in writing by the CITY, or as described above.

- F. Special Cleaning Requirements for Cast Iron Pipe:** After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust build-up and mineral deposits. For pipe diameters greater than 24-inch, the CONTRACTOR may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. For pipe diameters less than or equal to 24-inch, all tuberculations shall be removed using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The



CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

- G. **Sanitary Sewer Manhole Modifications:** Any modifications to manholes to facilitate cleaning shall be the CONTRACTOR's responsibility and shall be subject to written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.
- H. **Material Removal and Cleanup:**

1. **Material Removal:** All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the CITY.
2. **Root Removal:** All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Chemical root treatment may be used at the option of the CONTRACTOR.

When chemicals are used to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

- I. **Degree of Cleaning:** All dirt, debris, roots and other solid and liquid materials shall be removed from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. Light cleaning only shall be conducted on all new stormwater main and sanitary sewer main. When by CITY and CONTRACTOR prior inspection and agreement it is determined that extraordinary work and materials are required for the CONTRACTOR to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included as an increase in the quantity used for the cleaning item. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:
1. **Light Cleaning:** The removal of  $\frac{1}{4}$  pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.
  2. **Medium Cleaning:** The removal of greater than  $\frac{1}{4}$  and up to and including  $\frac{1}{2}$  pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

3. **Heavy Cleaning:** The removal of greater than 1/2 pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item
- J. **Manhole Clean-up:** Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. **Debris Disposal:** All debris removed from the stormwater system and sanitary sewer system shall be disposed of properly off site in areas provided by the CONTRACTOR and at the expense of the CONTRACTOR. Transportation of debris or other material by the CONTRACTOR shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the CONTRACTOR shall be responsible for cleaning up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.
- K. **Restoration:** The CONTRACTOR shall be responsible for damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.
- L. **Additional Cleaning:** Should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required; the CONTRACTOR shall re-clean the line at no additional expense to the CITY. Any additional video inspection or re-setup of video equipment required due to re-cleaning shall be at no additional expense to the CITY.
- M. **Pre- and Post-Work Inspections**

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work, the stormwater main or sewer lines shall be videoed under the direct supervision of a CITY representative. A CITY representative must be on site during the entire inspection procedure period. If video inspection is performed without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. One (1) copy of the DVD video and associated video logs shall be submitted to the CITY prior to scheduling the post-cleaning and final inspections. If defects or problems are observed on the video, CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair. All work involved with repair or to correct the noted deficiencies shall be at no cost to the CITY.

Television inspection is mandatory and required to be provided by the CONTRACTOR on all stormwater main and sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the CITY at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be

deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications.

#### **N. Maintenance of Traffic (MOT)**

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "DESIGN Standards for Design , Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. All work, materials and costs required for completed traffic control shall be included in the unit cost of the traffic control pay items in the pricing sheet.

#### **O. Locates**

CONTRACTOR is responsible for all utility locates.

#### **P. Isolation and Bypass Operations**

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:
  - a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
  - b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
  - c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
  - d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and

- e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
2. Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is completed, flow shall be returned to the sewer and all temporary equipment removed. The pumped storm water shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. After the work is completed, flow shall be returned to the stormwater mains and all temporary equipment removed.
  3. When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic shall comprehensively, methodically and continuously:
    - a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels
    - b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
    - c. Check the integrity of hoses and couplings along the entire bypass/diversion system.
    - d. Monitor lubrication levels and top off as necessary
    - e. Facilitate minor repairs as required
    - f. Report to CITY on problems arising.
  4. The CONTRACTOR shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
  5. In the event of accidental overflow or spillage, the CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage. The CITY shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

Should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR is deemed to be entirely responsible, the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

7. The level of noise emitted from pumps must be within local regulations/ordinance parameters

#### **Q. Work Integration**

1. Hours of Operation: All work will be conducted during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be absorbed by the CONTRACTOR.
2. Work Coordination: All work shall be coordinated between a single point of contact for the CONTRACTOR and the CITY designated project manager. Discussion of structure conditions will be conducted before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.
3. It shall be the responsibility of the CONTRACTOR to notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

#### **R. Work Product Submittals**

1. Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and approved no less than two weeks prior to execution of the work. The CONTRACTOR is not to mobilize prior to approval of the pumping plan.
2. Videotaping: CONTRACTOR is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

#### **S. Site Restoration**

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. All obstructions shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

#### **T. Ordering and Payment**

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the CONTRACTOR is based on an annual prioritized

list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. Monthly invoices shall be coordinated with the CITY inspector for review and agreement then submitted to the CITY project manager for final acceptance and processing of payment.

**U. Mobilization:** Mobilization charges shall include movement of equipment and material to the site and other costs not included as a separate line item to commence work on a work authorization.

## EXHIBIT B: UNIT PRICE SCHEDULE

Subject to the cost adjustment provisions at the end of the following Tables, and adjustments authorized in Exhibit C, the CONTRACTOR will be paid based on completion of work at the unit prices set forth in the Tables.

	Description	Est. Qty.	Unit	Unit Cost
<b>CIPP Rehabilitation – Sanitary Sewer Mains</b>				
<b>A</b>	<b>8" diameter</b>	<b>20,000</b>		
A-1	6.0 mm normal thickness (.236")	1	LF	\$23.80
A-2	7.5 mm normal thickness (.295")	1	LF	\$25.80
A-3	9.0 mm normal thickness (.354")	1	LF	\$27.00
<b>B</b>	<b>10" diameter</b>	<b>1,200</b>		
B-1	6.0 mm normal thickness (.236")	1	LF	\$27.60
B-2	7.5 mm normal thickness (.295")	1	LF	\$29.90
B-3	9.0 mm normal thickness (.354")	1	LF	\$30.00
<b>c</b>	<b>12" diameter</b>	<b>1,400</b>		
C-1	6.0 mm normal thickness (.236")	1	LF	\$30.50
C-2	7.5 mm normal thickness (.295")	1	LF	\$33.00
C-3	9.0 mm normal thickness (.354")	1	LF	\$39.30
<b>D</b>	<b>15" diameter</b>	<b>1,400</b>		
D-1	6.0 mm normal thickness (.236")	1	LF	\$39.20
D-2	7.5 mm normal thickness (.295")	1	LF	\$42.00
D-3	9.0 mm normal thickness (.354")	1	LF	\$48.90
<b>E</b>	<b>18" diameter</b>	<b>1,400</b>		
E-1	6.0 mm normal thickness (.236")	1	LF	\$42.00
E-2	7.5 mm normal thickness (.295")	1	LF	\$47.00
E-3	9.0 mm normal thickness (.354")	1	LF	\$53.00
E-4	10.5 mm normal thickness (.413")	1	LF	\$59.00
<b>F</b>	<b>21" diameter</b>	<b>1,400</b>		
F-1	6.0 mm normal thickness (.236")	1	LF	\$44.00
F-2	7.5 mm normal thickness (.295")	1	LF	\$48.00
F-3	9.0 mm normal thickness (.354")	1	LF	\$64.00
F-4	10.5 mm normal thickness (.413")	1	LF	\$73.10
F-5	12.0 mm normal thickness (.472")	1	LF	\$78.70
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	\$3.20
<b>G</b>	<b>24" diameter</b>	<b>1,400</b>		
G-1	9.0 mm normal thickness (.354")	1	LF	\$72.00
G-2	10.5 mm normal thickness (.413")	1	LF	\$82.40
G-3	12.0 mm normal thickness (.472")	1	LF	\$89.70
G-4	13.5 mm normal thickness (.531")	1	LF	\$94.60
G-5	15.0 mm normal thickness (.591")	1	LF	\$99.80
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$3.60

	Description	Est. Qty.	Unit	Unit Cost
<b>H</b>	<b>27" diameter</b>	<b>400</b>		
H-1	9.0 mm normal thickness (.354")	1	LF	\$74.00
H-2	10.5 mm normal thickness (.413")	1	LF	\$89.50
H-3	12.0 mm normal thickness (.472")	1	LF	\$97.60
H-4	13.5 mm normal thickness (.531")	1	LF	\$103.80
H-5	15.0 mm normal thickness (.591")	1	LF	\$109.90
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$4.00
<b>I</b>	<b>30" diameter</b>	<b>500</b>		
I-1	9.0 mm normal thickness (.354")	1	LF	\$76.00
I-2	10.5 mm normal thickness (.413")	1	LF	\$96.00
I-3	12.0 mm normal thickness (.472")	1	LF	\$99.00
I-4	13.5 mm normal thickness (.531")	1	LF	\$110.00
I-5	15.0 mm normal thickness (.591")	1	LF	\$115.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$4.60
<b>J</b>	<b>36" diameter</b>	<b>500</b>		
J-1	10.5 mm normal thickness (.413")	1	LF	\$90.00
J-2	12.0 mm normal thickness (.472")	1	LF	\$134.80
J-3	13.5 mm normal thickness (.531")	1	LF	\$143.10
J-4	15.0 mm normal thickness (.591")	1	LF	\$150.80
J-5	16.5 mm normal thickness (.650")	1	LF	\$157.50
J-6	18.0 mm normal thickness (.709")	1	LF	\$166.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	\$5.10
<b>K</b>	<b>42" diameter</b>	<b>500</b>		
K-1	10.5 mm normal thickness (.413")	1	LF	\$147.70
K-2	12.0 mm normal thickness (.472")	1	LF	\$159.20
K-3	13.5 mm normal thickness (.531")	1	LF	\$167.80
K-4	15.0 mm normal thickness (.591")	1	LF	\$176.50
K-5	16.5 mm normal thickness (.650")	1	LF	\$185.30
K-6	18.0 mm normal thickness (.709")	1	LF	\$192.80
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	\$6.30

	Description	Est. Qty.	Unit	Unit Cost
	<b>Clean &amp; Inspection - Sanitary Sewer Mains</b>			
<b>L</b>	<b>Light Cleaning and Inspection</b>	<b>1</b>	<b>LF</b>	
L-1	8" - 12" diameter	1	LF	\$1.40
L-2	14" - 18" diameter	1	LF	\$2.50
L-3	20" - 24" diameter	1	LF	\$3.50
L-4	27" - 42" diameter	1	LF	\$4.50



L-5	48" – 72" diameter	1	LF	\$7.70
<b>M Medium Cleaning</b>				
M-1	8" – 12" diameter	1	LF	\$1.50
M-2	14" – 18" diameter	1	LF	\$2.60
M-3	20" – 24" diameter	1	LF	\$3.80
M-4	27" – 42" diameter	1	LF	\$4.80
M-5	48" – 72" diameter	1	LF	\$9.70
<b>N Heavy Cleaning</b>				
N-1	8" – 12" diameter	1	LF	\$1.60
N-2	14" – 18" diameter	1	LF	\$2.70
N-3	20" – 24" diameter	1	LF	\$3.90
N-4	27" – 42" diameter	1	LF	\$6.10
N-5	48" – 72" diameter	1	LF	\$12.20
<b>O Root Removal</b>				
O-1	8" – 12" diameter	1	LF	\$3.20
O-2	14" – 18" diameter	1	LF	\$3.20
O-3	20" – 24" diameter	1	LF	\$4.20
O-4	27" – 42" diameter	1	LF	\$8.50
O-5	48" – 72" diameter	1	LF	\$10.60
<b>P Tuberculation Cleaning</b>				
P-1	8" – 12" diameter	1	LF	\$18.00
P-2	14" – 18" diameter	1	LF	\$24.00
P-3	20" – 24" diameter	1	LF	\$26.60
P-4	27" – 42" diameter	1	LF	\$31.90
P-5	48" – 72" diameter	1	LF	\$44.60

	Description	Est. Qty.	Unit	Unit Cost
<b>CIPP Rehabilitation - Stormwater Mains</b>				
<b>M</b>	<b>8" diameter</b>	<b>500</b>		
M-1	6.0 mm normal thickness (.236")	1	LF	\$30.00
<b>N</b>	<b>10" diameter</b>	<b>800</b>		
N-1	6.0 mm normal thickness (.236")	1	LF	\$32.00
N-2	7.5 mm normal thickness (.295")	1	LF	\$35.50
<b>O</b>	<b>12" diameter</b>	<b>1,500</b>	LF	
O-1	6.0 mm normal thickness (.236")	1	LF	\$40.00
O-2	7.5 mm normal thickness (.295")	1	LF	\$43.00
<b>P</b>	<b>15" diameter</b>	<b>3,500</b>		
P-1	6.0 mm normal thickness (.236")	1	LF	\$55.00

P-2	7.5 mm normal thickness (.295")	1	LF	\$68.00
P-3	9.0 mm normal thickness (.354")	1	LF	\$72.00
P-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	1	LF	\$0.00
<b>Q</b>	<b>18" diameter</b>	<b>5,000</b>		
Q-1	6.0 mm normal thickness (.236")	1	LF	\$61.50
Q-2	7.5 mm normal thickness (.295")	1	LF	\$65.00
Q-3	9.0 mm normal thickness (.354")	1	LF	\$75.80
Q-4	10.5 mm normal thickness (.413")	1	LF	\$79.15
Q-5	Charge for each 1.5 mm thickness increase per LF exceeding 10.5 mm	1	LF	\$3.10
<b>R</b>	<b>21" diameter</b>	<b>1,100</b>		
R-1	6.0 mm normal thickness (.236")	1	LF	\$61.75
R-2	7.5 mm normal thickness (.295")	1	LF	\$74.30
R-3	9.0 mm normal thickness (.354")	1	LF	\$85.70
R-4	10.5 mm normal thickness (.413")	1	LF	\$91.30
R-5	12.0 mm normal thickness (.472")	1	LF	\$99.10
R-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	\$3.20
<b>S</b>	<b>24" diameter</b>	<b>3,500</b>		
S-1	9.0 mm normal thickness (.354")	1	LF	\$95.75
S-2	10.5 mm normal thickness (.413")	1	LF	\$101.20
S-3	12.0 mm normal thickness (.472")	1	LF	\$110.00
S-4	13.5 mm normal thickness (.531")	1	LF	\$115.00
S-5	15.0 mm normal thickness (.591")	1	LF	\$120.75
S-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$3.60
<b>T</b>	<b>27" diameter</b>	<b>1,100</b>		
T-1	9.0 mm normal thickness (.354")	1	LF	\$101.27
T-2	10.5 mm normal thickness (.413")	1	LF	\$107.55
T-3	12.0 mm normal thickness (.472")	1	LF	\$117.90
T-4	13.5 mm normal thickness (.531")	1	LF	\$124.00
T-5	15.0 mm normal thickness (.591")	1	LF	\$130.00
T-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$4.00
	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>U</b>	<b>30" diameter</b>	<b>3,000</b>		
U-1	9.0 mm normal thickness (.354")	1	LF	\$102.50
U-2	10.5 mm normal thickness (.413")	1	LF	\$107.50
U-3	12.0 mm normal thickness (.472")	1	LF	\$113.50
U-4	13.5 mm normal thickness (.531")	1	LF	\$120.50
U-5	15.0 mm normal thickness (.591")	1	LF	\$128.50

	Description	Est. Qty.	Unit	Unit Cost
U-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$4.60
<b>V</b>	<b>36" diameter</b>	<b>2,500</b>		
V-1	10.5 mm normal thickness (.413")	1	LF	\$108.00
V-2	12.0 mm normal thickness (.472")	1	LF	\$151.50
V-3	13.5 mm normal thickness (.531")	1	LF	\$159.90
V-4	15.0 mm normal thickness (.591")	1	LF	\$167.80
V-5	16.5 mm normal thickness (.650")	1	LF	\$174.60
V-6	18.0 mm normal thickness (.709")	1	LF	\$183.30
V-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	\$5.10
<b>W</b>	<b>42" diameter</b>	<b>1,500</b>		
W-1	10.5 mm normal thickness (.413")	1	LF	\$120.00
W-2	12.0 mm normal thickness (.472")	1	LF	\$140.00
W-3	13.5 mm normal thickness (.531")	1	LF	\$185.50
W-4	15.0 mm normal thickness (.591")	1	LF	\$194.30
W-5	16.5 mm normal thickness (.650")	1	LF	\$203.20
W-6	18.0 mm normal thickness (.709")	1	LF	\$210.90
W-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	\$6.30
<b>X</b>	<b>48" diameter</b>	<b>1,200</b>		
X-1	12.0 mm normal thickness (.472")	1	LF	\$150.00
X-2	13.5 mm normal thickness (.531")	1	LF	\$160.00
X-3	15.0 mm normal thickness (.591")	1	LF	\$224.60
X-4	16.5 mm normal thickness (.650")	1	LF	\$234.80
X-5	18.0 mm normal thickness (.709")	1	LF	\$243.80
X-6	19.5 mm normal thickness (.768")	1	LF	\$261.10
X-7	21.0 mm normal thickness (.827")	1	LF	\$269.80
X-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	1	LF	\$8.00
<b>Y</b>	<b>52" diameter</b>	<b>300</b>		
Y-1	10.5 mm normal thickness (.413")	1	LF	\$145.00
Y-2	12.0 mm normal thickness (.472")	1	LF	\$155.00
Y-3	13.5 mm normal thickness (.531")	1	LF	\$165.00
Y-4	15.0 mm normal thickness (.591")	1	LF	\$210.00
Y-5	16.5 mm normal thickness (.650")	1	LF	\$220.00
Y-6	18.0 mm normal thickness (.709")	1	LF	\$240.00
Y-7	19.5 mm normal thickness (.768")	1	LF	\$278.50
Y-8	21.0 mm normal thickness (.827")	1	LF	\$289.60
Y-9	22.5 mm normal thickness (.886")	1	LF	\$301.50
Y-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	\$8.10

	Description	Est. Qty.	Unit	Unit Cost
<b>Z</b>	<b>54" diameter</b>	<b>300</b>		
Z-1	10.5 mm normal thickness (.413")	1	LF	\$150.00
Z-2	12.0 mm normal thickness (.472")	1	LF	\$160.00
Z-3	13.5 mm normal thickness (.531")	1	LF	\$170.00
Z-4	15.0 mm normal thickness (.591")	1	LF	\$210.00
Z-5	16.5 mm normal thickness (.650")	1	LF	\$215.00
Z-6	18.0 mm normal thickness (.709")	1	LF	\$250.00
Z-7	19.5 mm normal thickness (.768")	1	LF	\$303.30
Z-8	21.0 mm normal thickness (.827")	1	LF	\$315.90
Z-9	22.5 mm normal thickness (.886")	1	LF	\$328.40
Z-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	\$8.20
<b>AA</b>	<b>60" diameter</b>	<b>300</b>		
AA-1	10.5 mm normal thickness (.413")	1	LF	\$200.00
AA-2	12.0 mm normal thickness (.472")	1	LF	\$225.00
AA-3	13.5 mm normal thickness (.531")	1	LF	\$275.00
AA-4	15.0 mm normal thickness (.591")	1	LF	\$300.00
AA-5	16.5 mm normal thickness (.650")	1	LF	\$320.00
AA-6	18.0 mm normal thickness (.709")	1	LF	\$400.00
AA-7	19.5 mm normal thickness (.768")	1	LF	\$448.20
AA-8	21.0 mm normal thickness (.827")	1	LF	\$463.00
AA-9	22.5 mm normal thickness (.886")	1	LF	\$478.00
AA-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	\$11.20
<b>BB</b>	<b>72" diameter</b>	<b>300</b>		
BB-1	10.5 mm normal thickness (.413")	1	LF	\$500.10
BB-2	12.0 mm normal thickness (.472")	1	LF	\$506.20
BB-3	13.5 mm normal thickness (.531")	1	LF	\$519.70
BB-4	15.0 mm normal thickness (.591")	1	LF	\$532.80
BB-5	16.5 mm normal thickness (.650")	1	LF	\$546.60
BB-6	18.0 mm normal thickness (.709")	1	LF	\$680.60
BB-7	19.5 mm normal thickness (.768")	1	LF	\$706.30
BB-8	21.0 mm normal thickness (.827")	1	LF	\$724.60
BB-9	22.5 mm normal thickness (.886")	1	LF	\$739.10
BB-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	\$12.70

	Description	Est. Qty.	Unit	Unit Cost
<b>Clean &amp; Inspection -Stormwater Mains</b>				
<b>CC</b>	<b>Light Cleaning and inspection</b>			
CC-1	8" - 12" diameter	1	LF	\$2.10
CC-2	14" - 18" diameter	1	LF	\$2.80
CC-3	20" - 24" diameter	1	LF	\$3.50
CC-4	27" - 42" diameter	1	LF	\$4.50
CC-5	48" - 72" diameter	1	LF	\$7.70
<b>DD</b>	<b>Medium Cleaning</b>			
DD-1	8" - 12" diameter	1	LF	\$2.40
DD-2	14" - 18" diameter	1	LF	\$3.00
DD-3	20" - 24" diameter	1	LF	\$3.80
DD-4	27" - 42" diameter	1	LF	\$4.80
DD-5	48" - 72" diameter	1	LF	\$9.70
<b>EE</b>	<b>Heavy Cleaning</b>			
EE-1	8" - 12" diameter	1	LF	\$2.50
EE-2	14" - 18" diameter	1	LF	\$3.30
EE-3	20" - 24" diameter	1	LF	\$3.90
EE-4	27" - 42" diameter	1	LF	\$6.10
EE-5	48" - 72" diameter	1	LF	\$12.20
<b>FF</b>	<b>Root Removal</b>			
FF-1	8" - 12" diameter	1	LF	\$3.20
FF-2	14" - 18" diameter	1	LF	\$3.20
FF-3	20" - 24" diameter	1	LF	\$4.20
FF-4	27" - 42" diameter	1	LF	\$12.70
FF-5	48" - 72" diameter	1	LF	\$15.90
<b>GG</b>	<b>Tuberculation Cleaning</b>			
GG-1	8" - 12" diameter	1	LF	\$6.90
GG-2	14" - 18" diameter	1	LF	\$8.50
GG-3	20" - 24" diameter	1	LF	\$12.70
GG-4	27" - 42" diameter	1	LF	\$21.20
GG-5	8" - 72" diameter	1	LF	\$31.90
<b>Ancillary General Services</b>				
	Description	Est. Qty.	Unit	Unit Cost
<b>HH</b>	<b>By-Pass Pumping</b>			
HH-1	8" diameter	1	LF	\$1.00
HH-2	10" diameter	1	LF	\$1.00
HH-3	12" diameter	1	LF	\$2.00
HH-4	15" diameter	1	LF	\$5.00
HH-5	18" diameter	1	LF	\$7.00

	Description	Est. Qty.	Unit	Unit Cost
HH-6	21" diameter	1	LF	\$10.00
HH-7	24" diameter	1	LF	\$15.00
HH-8	27" diameter	1	LF	\$20.00
HH-9	30" diameter	1	LF	\$35.00
HH-10	36" diameter	1	LF	\$40.00
II	<b>Standard Service Reconnection</b>	1	Each	\$175.00
JJ	<b>Service Connection Grouting</b>	1	Each	\$250.00
KK	<b>Traffic Control - FDOT Right of Way</b>			
KK-1	Flagman	1	Setup	\$620.00
KK-2	Arrow Board	1	Setup	\$180.00
KK-3	Barricades	1	Setup	\$340.00
KK-4	Lane Dividers	1	Setup	\$15.00
LL	<b>Traffic Control - City Right of Way</b>			
LL-1	Flagman	1	Setup	\$300.00
LL-2	Arrow Board	1	Setup	\$180.00
LL-3	Barricades	1	Setup	\$250.00
LL-4	Lane Dividers	1	Setup	\$15.00
MM	<b>Traffic Control - County Right of Way</b>			
MM-1	Flagman	1	Setup	\$620.00
MM-2	Arrow Board	1	Setup	\$180.00
MM-3	Barricades	1	Setup	\$340.00
MM-4	Lane Dividers	1	Setup	\$15.00
NN	<b>Easement Access</b>			
NN-1	6" to 12" diameter	1	LF	\$3.00
NN-2	14" to 18" diameter	1	LF	\$4.00
NN-3	20" to 24" diameter	1	LF	\$5.00
NN-4	27" to 30" diameter	1	LF	\$8.50
NN-5	36" to 42" diameter	1	LF	\$10.90
NN-6	48" to 54" diameter	1	LF	\$16.20
OO	<b>Mobilization</b>	1	Lump Sum	\$1,500.00
PP	<b>Bonds</b>	1	Percentage	\$1.5%

**EXHIBIT B, cont.**  
**Adjustments to Unit Price Schedule**

1. Upon the CONTRACTOR's written request, the City Manager may at the City Manager's sole discretion adjust the Unit Prices in the above schedule pursuant to the following procedure. The CONTRACTOR will make such requests no more frequently than annually, and no sooner than one year after the Effective Date, and will include sufficient information to allow the CITY to properly review.

(a) For resin using items (i.e., Unit Price Listed items A – K and M through BB) the adjustment will be as follows:

$$(25\% \times A) + (75\% \times B) = \text{Total increase, where}$$

A = The documented increase in Insituform's resin cost during the Interval Period as defined below.

B = the increase or decrease in the CPI (as described below) during the Interval Period.

The Interval Period is the period beginning on the date of the last price escalation established pursuant to this Section, or if no price escalation has been previously made the Effective Date, and the ending on the date that notice is received requesting the adjustment.

The specific Consumer Price Index used shall be the following:

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

**EXAMPLE:**

Example, if the cost of resin increases 10% and the CPI Index decreases 2%, the total increase for the applicable unit prices would be:  $(25\% \times 10\%) + (75\% \times -2\%) = 1\%$  increase (rounded to the nearest \$0.01).

(b) For all other items, the increase equals 75% of the increase in the CPI during the Interval Period.

Example, if CPI increased by 4% the cost adjustment for non-resin using items would be:  $(75\% \times 4\%) = 3\%$  increase rounded to nearest \$0.01.

2. Pricing adjustments pursuant to this Section will be effective on the next anniversary of the Effective Date, and will apply only to work authorizations issued after that date. Within thirty (30) days after CONTRACTOR gives notice to the CITY of a price adjustment, the CITY may request an audit for the purpose of verifying the price adjustment.

3. The Parties may agree at any time to revise the Unit Price Schedule by formal amendment.

## EXHIBIT C: GENERAL CONDITIONS

### ARTICLE 1 – DEFINITIONS AND TERMS

#### 1.1 Defined Terms.

1.1.1 **“Change Instrument”** means a Field Directive or a Change Order.

1.1.2 **“Change Order”** means a written directive issued by the OWNER authorizing a modification in the price, time for performance, or other provision of the work authorization.

1.1.3 **“City Code”** means the City of Daytona Beach Code of Ordinances.

1.1.4 **“City Commission” or “Commission”** means the City of Daytona Beach City Commission.

1.1.5 **“City Manager”** means the City Manager for the City.

1.1.6 **“Commencement Date”** means the date established in the work authorization for commencement of the Project; of if no such date is provided in the work authorization, the date of the work authorization.

1.1.7 **“Contract Administrator”** means the individual specifically authorized to administer the Contract on the OWNER's behalf; provided, however that in all instances the City Manager may act as the Contract Administrator.

1.1.8 **“CONTRACTOR”** means the person or firm identified as such in the Contract.

1.1.9 **“Day” or “Days”** means calendar days unless otherwise specifically noted in the Contract Documents.

1.1.10 **“Defective Work” or “Nonconforming Work”** means Work that:

- .1 Does not conform to the Contract Documents;
- .2 Does not meet the requirements of any inspection, test or approval as referred to in the Contract Documents or required by law;
- .3 Contains defects;
- .4 Represents a substitute for that required by the Technical Provisions, unless properly approved and authorized as provided in the Contract Documents; or
- .5 Has been damaged or destroyed prior to Final Completion.

1.1.11 **“Effective Date”** means the date on which this Contract is fully executed.

1.1.12 **“Equipment”** means the machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.

1.1.13 **“Field Directive”** means a written order prepared and signed by the OWNER, not involving a change in Project Price or Project Time, directing a minor change in the Work where a Change Order is not required.



**1.1.14 "Final Completion"** means acceptance of the Work by the OWNER as evidenced by its signature upon the Certificate of Final Completion.

**1.1.15 "Force Account"** means a method for payment of additional Work that is based on CONTRACTOR's labor, equipment and materials costs with consideration for overhead and profit.

**1.1.16 "Force Majeure Event"** means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by CONTRACTOR or the OWNER, (ii) are beyond the control of CONTRACTOR and the OWNER, and (iii) materially hinder or interfere with the ability of CONTRACTOR to prosecute the Work; provided, however, that no such condition or circumstance will be a Force Majeure event if it is the result of CONTRACTOR's fault, negligence, or material breach of this Contract. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, and severe adverse weather conditions not reasonably anticipated.

**1.1.17 "Hazardous Materials"** has the meaning as provided by law.

**1.1.18 "Legal Requirements"** means, collectively, all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The term includes the City Code and other City ordinances and regulations.

**1.1.19 "Materials"** means goods or substances to be incorporated in the Work under the Contract.

**1.1.20 "OWNER"** means the City of Daytona Beach; or, if the form Contract so provides, the Community Redevelopment Agency for the City. All references within the Technical Provisions to the "City" are intended to refer to the "OWNER" unless logic dictates otherwise.

**1.1.21 "Project"** means the subject of the Work as outlined in a work authorization, and its intended result.

**1.1.22 "Project Price"** means the total compensation due to CONTRACTOR for Work to be performed under a specific work authorization, subject only to those adjustments provided in the Contract Documents.

**1.1.23 "Project Time"** means the total period of time stated in the work authorization between the Commencement Date and the deadline for Final Completion of the work referenced in the work authorization, subject only to those adjustments provided in the Contract Documents.

**1.1.24 "The Prompt Payment Act"** means the Local Government Prompt Payment Act, F.S. § 218.70 *et seq.* (2009), as hereafter amended.

**1.1.25 "Purchasing Code"** means the provisions of Chapter 30 of the City Code.

**1.1.26 "Referenced Standards"** includes standards, standard details, specifications, manuals, regulations or codes of any technical society, organization or association, or of any governmental or quasi-governmental authority referred to in the Contract Documents to describe the nature or quality of any of the Work, whether such reference be specific or by implication, and means the latest standard, standard detail, specification, manual, regulation or code in effect at the time of Bid opening, except as may be otherwise specifically stated in the Contract Documents.

**1.1.27 "Specifications"** means the Scope of Work and any Standards referenced therein..

**1.1.28 “Sub-contractor”** means a person or firm that under a direct contract with CONTRACTOR to perform a portion of the Work, and also unless logic dictates otherwise, sub-sub-contractors and persons or firms doing work through such sub-sub-contractors.

**1.1.29 “Unilateral Change Instrument”** means a Change Instrument issued by the OWNER and not executed by CONTRACTOR.

**1.1.30 “Unit Price Schedule”** means the Unit Price Schedule included in the Contract Documents, as it may from time to time be adjusted pursuant to the Contract Documents.

**1.1.31 “Working Hours”** means 7:00 am through 6:00 pm, Monday through Friday excluding holidays designated by the City of Daytona Beach.

## **1.2 Use of Terms.**

**1.2.1 Singular and Plural.** The OWNER, CONTRACTOR, Sub-contractor, Supplier, other contractors, surety, insurer and others may be referred to in the Contract Documents as if singular in number. In the event that more than one person or entity occupies the position referred to and unless otherwise indicated, the term is interpreted to include all such persons or entities.

**1.2.2 Technical Terms and Trade Usage.** Terms in the Contract Documents which have well-known technical or construction industry meanings and are not otherwise defined are used in accordance with such recognized meanings unless the context clearly indicates otherwise.

## **ARTICLE 2 –PRELIMINARY MATTERS**

**2.1 Submittals and Notice to Proceed Required.** No Work will be done in association with a specific work authorization, at the Project Site or otherwise, until OWNER has issued a notice-to-proceed. OWNER will not issue a notice-to-proceed until CONTRACTOR has submitted the documents referenced in 2.2 below, and the Parties have held a pre-construction meeting.

### **2.2 Pre-Project Commencement Requirements.**

**2.2.1** CONTRACTOR will prepare and submit all required pre-construction submittals within 15 Days after the Work Authorization is issued, except where the Contract Administrator extends time for submittal in writing. The submittals will include each of the following:

- .1 A proposed Progress Schedule for the Project.
- .2 Any bonds required.
- .3 Any additional documents, such as haul routes, designation of superintendent, safety plans, that the OWNER requires at the preconstruction meeting, consistent with the provisions of this Contract.

**2.2.2** The OWNER will have the right to accept or reject each of the required submittals. The OWNER will provide CONTRACTOR written notice as to any submittals that are rejected, in which instance CONTRACTOR will promptly resubmit them. Alternatively in such instance, the OWNER will have the right but not the obligation to schedule a preconstruction meeting; provided that the preconstruction meeting is scheduled no later than 30 days after the issuance of the Work Authorization, and the OWNER may delay issuance of the Notice to Proceed until the OWNER and CONTRACTOR have held the meeting.

**2.2.3** The OWNER's acceptance of the above-referenced submittals will be deemed to be general only relating solely to their sufficiency and compliance with the intent of the Contract. Such acceptance does not constitute the OWNER's adoption, affirmation, or direction of CONTRACTOR's

means and methods, and does not constitute a Change Instrument. OWNER's acceptance of the Progress Schedule will not impose on the OWNER, responsibility or liability for the sequencing, scheduling, or progress of the Work, and will not relieve CONTRACTOR from CONTRACTOR's responsibility for complying with the terms and conditions of this Contract. CONTRACTOR will at all times remain responsible for the factual accuracy of all such submittals.

**2.3 Notice to Proceed.** OWNER in its sole discretion may delay issuing the Notice if CONTRACTOR has not completed its preconstruction submittals within that time; and provided, further, that the OWNER may delay issuing the Notice for any or no reason, with the CONTRACTOR's concurrence.

**2.4 Availability of Lands.** The OWNER will provide access to all Project Sites, secure any easements necessary therefore, and notify CONTRACTOR of any restrictions in such access. The OWNER may identify in the Contract Documents or work authorization, as applicable, encumbrances or restrictions not of general application which are known by the OWNER and specifically related to use of the Site, but which are not of public record. The CONTRACTOR will comply with such encumbrances and restrictions in performing the Work. Permanent easements for the completed facility or for changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents.

### **ARTICLE 3 – OWNER'S RESPONSIBILITIES**

**3.1 Contract Administrator.** The Contract Administrator is authorized to administer the Contract and work authorizations on behalf of the OWNER, commencing on the Effective Date and terminating on the date CONTRACTOR performance is completed (including final payment) or terminated.

**3.1.1** The Contract Administrator's authority is limited as follows:

- .1 Provide direction to the CONTRACTOR to ensure satisfactory and complete performance;
- .2 Issue Field Directives;
- .3 Monitor and inspect CONTRACTOR performance to ensure acceptable timeliness and quality;
- .4 Maintain necessary documentation and records regarding CONTRACTOR performance and other pertinent matters;
- .5 Furnish timely written notice of CONTRACTOR performance failures to the City Manager and to the City Attorney, as appropriate;
- .6 Determine acceptance or rejection of CONTRACTOR's performance;
- .7 Approve or reject applications for payment, other than application for final payment;
- .8 Furnish necessary reports to the City Manager;
- .9 Recommend Change Instruments or stop work orders to the City Manager; and
- 10, Recommend termination of Contract or work authorizations for default or convenience to the City Manager.

**3.1.2** The authority of the Contract Administrator is limited to the functions set forth above. In particular, the Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that:

- .1 Alter or modify Contracts or work authorizations;
- .2 Terminate or cancel Contracts or work authorizations;
- .3 Approve, as opposed to recommend, Change Orders or Contract Amendments;
- .4 Interpret ambiguities in the Contract or work authorization; or
- .5 Approve final applications for payment; or
- .6 Waive the OWNER's Contract rights.

**3.2 City Manager.** The City Manager has all of the authority of the Contract Administrator. The City Manager has authority to approve specific work authorizations, and change orders to work authorizations, in accordance with the Purchasing Code or as specifically authorized by the Daytona Beach City Commission, and approve final applications for payment except where approval also requires approval of a change order that is not within the City Manager's authority, below.

**3.3 Authority Reserved in City Commission.** All administrative authority not specifically conferred upon the Contract Administrator or City Manager is reserved to the City Commission. Modifications to the Contract or any work authorization required to be approved by the Commission may be in the form of change orders or formal amendments, as appropriate.

**3.4 General Obligation to Avoid Delays.** Information or services under the OWNER's control will be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER will have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR will notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for the OWNER's decision, impacts in any way the Critical Path of the current approved Progress Schedule.

**3.5 Owner-Provided Inspectors.** The OWNER will provide persons to perform OWNER-required inspections.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS**

**4.1 Work Within Right-of-Way.** The work will largely be performed within the public right-of-way, and OWNER affirms that CONTRACTOR will have the right to access the areas where work is required to be performed. The Parties do not anticipate that CONTRACTOR will be required to occupy space outside of the right-of-way to perform its services herein under normal conditions. CONTRACTOR will promptly notify OWNER if for any reason CONTRACTOR is required to occupy such space.

**4.2 Temporary Facilities.** CONTRACTOR will obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided. CONTRACTOR will be responsible for providing at his own expense and without liability to the OWNER, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR will be required to obtain approval of any private property owner for such additional lands and access unless specifically provided otherwise in the Contract Documents.

**4.3 Utility Locations.** CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Plans. CONTRACTOR will notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection

of utilities is primary and non-delegable. CONTRACTOR will indemnify or reimburse such expenses or costs (including fines that may be levied against the OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. The OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR will give verbal notice within one hour and written notice within 24 hours, to the OWNER and to the utility representatives identified on the Plans.

**4.4 Protection of Resources.** CONTRACTOR will take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature will be disturbed without written permission of the OWNER and the FDHR. When such objects are uncovered unexpectedly, CONTRACTOR will stop all Work in close proximity and notify the OWNER and the FDHR of their presence and will not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on the OWNER's property will remain property of FDHR conforming to applicable provisions of Florida Statutes. If the OWNER, in consultation with the FDHR, determines that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, CONTRACTOR will perform salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Project Price or the Project Time will be equitably adjusted as necessary subject to compliance with the provisions herein for Changes and Delays.

**4.5 Protection of Reference Points.** Unless otherwise specified, the OWNER will furnish a base line and a suitable number of bench marks adjacent to the work. From the information provided by the OWNER, CONTRACTOR will develop and make all detailed surveys, stakes, lines, and elevations, as CONTRACTOR deems necessary. CONTRACTOR will carefully protect and preserve benchmarks, reference points, and stakes. If these benchmarks, reference points, or stakes are disturbed or destroyed due to CONTRACTOR's failure to comply with the above-referenced requirement, CONTRACTOR will bear the cost of expenses of relocating and replacing them, including the costs of a Registered Professional Land Surveyor if the OWNER determines the same to be necessary.

#### **4.6 Hazardous Materials.**

**4.6.1** To the extent provided by applicable law, the OWNER will be responsible for any pre-existing hazardous material uncovered or revealed at the Project Site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Project and which may present a substantial danger to persons or property exposed thereto in connection with the Project.

.1 CONTRACTOR will immediately stop Work in the affected area and will take all necessary precautions to avoid further disturbance of the materials. CONTRACTOR will also will immediately notify the OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or Project Site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, the OWNER will take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures will include the OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the OWNER will take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR will be obligated to resume Work at the affected area of the Project only after the OWNER provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or

Site. CONTRACTOR will be responsible for continuing the Work in the unaffected portion of the Project and the Project Site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Project Price and Project Time to the extent CONTRACTOR's cost and time of performance have been adversely impacted by the presence of Hazardous Materials.

**4.6.2** No asbestos-containing materials will be incorporated into the Work or brought on Project Site without prior approval of the OWNER. CONTRACTOR will not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's written approval. When a specific product is specified, CONTRACTOR will endeavor to verify that the product does not include asbestos containing material.

**4.6.3** CONTRACTOR will be solely responsible for use, storage and remediation of any Hazardous Materials brought to Project Site by CONTRACTOR, Sub-contractors, Suppliers, and anyone else for whom CONTRACTOR is responsible. CONTRACTOR will indemnify, defend and hold harmless the OWNER and the OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to Project Site by CONTRACTOR, Sub-contractors, Suppliers, or anyone for whose acts they may be liable.

## **ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES**

### **5.1 General Responsibilities.**

**5.1.1 Scope of Work.** CONTRACTOR will provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the Project at the Work Site, including measures for sediment control, storm water management, and waste disposal, in compliance with this Contract and the work authorization. CONTRACTOR is required to perform each Project in conformance with the Contract Documents and the work authorization, and will provide all Work reasonably inferable from these Documents and work authorization(s) as being necessary to produce the intended results.

**5.1.2 Quality.** All materials and Work will be of good quality for the intended use and consistent with the quality of surrounding Work, and will conform to the requirements of the Contract Documents and to the standards for construction of the Project generally. All materials will be new.

**5.1.3 Construction Means and Methods.** CONTRACTOR will provide continuous on-site supervision and direction of the Work using CONTRACTOR's best efforts. CONTRACTOR will have control over construction means, methods, techniques, sequences, and procedures, unless the Contract Documents give other specific instructions concerning these matters, and is solely responsible therefore.

**5.1.4 Discipline at the Project Site.** CONTRACTOR will enforce strict discipline and good order among CONTRACTOR's employees and other persons for whose Work CONTRACTOR is responsible, including CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

**5.1.5 Responsibility for Subordinates.** CONTRACTOR is responsible for the acts and omissions of all persons performing portions of the Work at the Project Site, including but not limited to CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

**5.1.6 Assignment, Scheduling and Coordination.** CONTRACTOR is solely responsible for and has control over assigning, scheduling and coordinating all portions of the work under the Contract

performed by CONTRACTOR's own forces and by its Sub-contractors and Suppliers, in accordance with the approved Progress Schedule, unless the Contract Documents give other specific instructions concerning these matters.

**5.1.7 Obligations Not Relieved.** CONTRACTOR is not relieved of its obligations to perform the Work in accordance with the Contract Documents, by the activities or duties of the OWNER in the administration of the Contract or of construction, or by tests, inspections, or approvals required or performed by persons other than CONTRACTOR.

**5.1.8 Ongoing Duty to Report Problems with Contract Documents.** If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any Legal Requirements or of any such standard, specification, manual, or code or instructions of any manufacturer or Supplier, CONTRACTOR will within three days of such discovery report it to the OWNER in writing, and CONTRACTOR will not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued. CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known. CONTRACTOR will be liable to the OWNER for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period.

**5.1.9 Inspection of Work.** CONTRACTOR will make frequent inspections during the progress of the Work to confirm that work previously performed by CONTRACTOR is in compliance with the Contract Documents and applicable Legal Requirements and Referenced Standards and that portion of Work previously performed by CONTRACTOR or by others are in proper condition to receive subsequent Work.

**5.2 Diligent Prosecution.** CONTRACTOR will at all times be responsible for the diligent prosecution of each Project so as to complete the Work within the Project Time. CONTRACTOR will carry on the Work and adhere to the current approved Progress Schedule, including during all disputes or disagreements with the OWNER. No Work will be delayed or postponed pending resolution of any disputes or disagreements, except as the OWNER and CONTRACTOR may otherwise agree through a Change Order or Contract amendment.

### **5.3 Supervision and Superintendence.**

**5.3.1** CONTRACTOR will supervise the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

**5.3.2** CONTRACTOR will have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and will have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent will be as binding as if given to CONTRACTOR, even where written notice is otherwise required. Either CONTRACTOR or the Superintendent will provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when Work is not in progress. The Superintendent will be an employee of CONTRACTOR, unless waived in writing by the OWNER. If CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent will likewise apply to any such Project Manager.

**.1** CONTRACTOR will not replace the Superintendent without written notice to the OWNER. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR will provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.2 CONTRACTOR may designate a qualified substitute Superintendent if the designated Superintendent is temporarily away from the Work, subject to OWNER approval.

.3 CONTRACTOR will replace the Superintendent upon the OWNER's request, if the Superintendent is unable to perform to the OWNER's satisfaction.

#### **5.4 Labor, Materials and Equipment.**

**5.4.1** CONTRACTOR will employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR will prohibit the use and possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the OWNER's property. Subject to the applicable provisions of Florida law, neither CONTRACTOR, nor Sub-contractors, Suppliers, or other agents of CONTRACTOR, may use or possess any firearms or other weapons while on the job or on the OWNER's property. If the OWNER notifies CONTRACTOR that any officer, employee, Sub-contractor, Supplier, or other agent is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Florida law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR will immediately remove that person from performing Contract Work, and may not employ that person again on the Work without the OWNER's prior written consent. CONTRACTOR will at all times maintain good discipline and order on- and off-Project Site in all matters pertaining to the Project. CONTRACTOR will pay workers no less than the wage rates established by law, and maintain weekly payroll reports as evidence thereof.

**5.4.2** CONTRACTOR will not use any preexisting facilities of the OWNER without the specific written consent of the OWNER, except as indicated in the Contract Documents. CONTRACTOR is solely responsible for temporary facilities and services provided or utilized by CONTRACTOR and will remove those not required to remain at the completion of the Work or any portion thereof, will promptly correct any damage caused by the erection, use or removal of temporary facilities; and will restore the Project Site and any adjacent areas to their original condition or that required by the Contract Documents upon completion of the Work.

**5.4.3** CONTRACTOR will store, handle, install, and test all materials in accordance with the manufacturer's or Suppliers' most recent instructions and recommendations. CONTRACTOR will promptly notify the OWNER if these instructions and recommendations are in conflict with any provision of the Contract Documents.

**5.4.4** All materials and equipment will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable manufacturer and Supplier, except as otherwise provided in the Contract Documents. The Contract Administrator may require CONTRACTOR to furnish one or more of the following:

.1 Satisfactory evidence (i.e., reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment.

.2 Samples of required equipment and materials prior to having such equipment and materials delivered to the Project Site. Each sample submitted by CONTRACTOR will carry a label giving the name of CONTRACTOR, the Project, and the name of the producer. The accompanying certificate or letter from CONTRACTOR will state that the sample complies with the contract requirements, will give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the OWNER in reviewing the sample promptly. It will also include the statement that all materials or equipment furnished for use in the Project will comply with the samples and/or certified statements. In addition, the



accompanying certificate will include a written narrative explanation itemizing the extent to which the sample deviates from the Specifications or other Contract requirements.

**5.4.5** The OWNER will not be required to consider delays in the Work caused by delivery of non-complying materials or equipment, or by late or improper submission test reports or manufacturer's certificates for OWNER approval, as just cause for an extension of the Contract Time. The OWNER's acceptance of any test report, certificate, or sample will be general only and will not constitute a waiver of the OWNER's right to demand full compliance with Contract requirements, nor relieve CONTRACTOR from ensuring full compliance with the Contract.

**5.4.6** CONTRACTOR will assign to the OWNER, any rights CONTRACTOR may have to bring antitrust suits against Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR will cooperate with the OWNER should the OWNER wish to prosecute suits against Suppliers for illegal price fixing.

**5.4.7.** Upon CONTRACTOR's request and the Contract Administrator's written approval, CONTRACTOR may locate stored materials off-site, so long as they are in a bonded and insured facility, accessible to the OWNER, and are clearly marked as OWNER's property.

**5.4.8** Title to materials delivered to the Project Site or stored off-site will not be deemed to pass to the OWNER until the OWNER accepts such title by paying for same. The OWNER will be entitled but is not required to request title documentation. Risk of loss will not pass to the OWNER until title passes.

## **5.5 Concerning Sub-Contractors, Suppliers, and Others.**

**5.5.1** CONTRACTOR will retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to assign this Contract, by power of attorney or otherwise, without the OWNER's prior written consent.

**5.5.2** CONTRACTOR will not subcontract the performance of the entire Project or the supervision and direction of the Work without the OWNER's prior written consent. CONTRACTOR will not employ any Sub-contractor or other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection. The OWNER will communicate such objections by written notice. CONTRACTOR will not substitute any Sub-contractor that has been accepted by the OWNER, unless the OWNER first accepts the substitute in writing.

**5.5.3** CONTRACTOR will be fully responsible to the OWNER for all acts and omissions of the Sub-contractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under contract with CONTRACTOR and under contract with CONTRACTOR's Sub-contractors or Suppliers, just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents will create for the benefit of any such Sub-contractor or other person or organization any contractual relationship between the OWNER and any such Sub-contractor or other person or organization, nor will it create any obligation on the part of the OWNER to pay or to see to the payment of any moneys due any such Sub-contractor or other person or organization except as may otherwise be required by Legal Requirements.

**5.5.4** CONTRACTOR will be solely responsible for efficiently scheduling and coordinating the Work of Sub-contractors and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR will require all Sub-contractors and such other persons and organizations performing or furnishing any of the Work to communicate with the OWNER through CONTRACTOR.

**5.5.6** To the extent allowed by Florida law, the OWNER will be deemed to be a third party beneficiary to each subcontract and may, if the OWNER elects, following a termination of CONTRACTOR, require that the Sub-contractor(s) perform all or a portion of unperformed duties and

obligations under its subcontract(s) for the benefit of the OWNER, rather than CONTRACTOR; however, if the OWNER requires any such performance by a Sub-contractor for the OWNER's direct benefit, then the OWNER will be bound and obligated to pay such Sub-contractor the reasonable value for all Work performed by such Sub-contractor to the date of the termination of CONTRACTOR, less previous payments, and for all Work performed thereafter. If the OWNER elects to invoke the OWNER's right under this Section, the OWNER will provide notice of such election to CONTRACTOR and the affected Sub-contractor(s).

## **5.6 Patent Fees and Royalties.**

**5.6.1** CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Proposal.

**5.6.2** CONTRACTOR will pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process.

**5.6.3** CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Proposal or the performance of the Work or otherwise arising in connection therewith. The OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR will indemnify and save harmless the OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against the OWNER.

**5.6.4** The OWNER will have the right to stop the Work and/or terminate the contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

## **5.7 Construction Operations.**

**5.7.1** CONTRACTOR will confine operations at the Project Site to those areas permitted by all Legal Requirements, and will not unreasonably encumber the Project Site with materials and equipment. CONTRACTOR will assume full responsibility for any damage to any portion of the Project Site, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If an adjacent property owner or occupant files a claim because of or in connection with the performance of the Work, CONTRACTOR will promptly settle the claim by negotiation or as otherwise provided by law. CONTRACTOR will indemnify, defend and hold harmless the OWNER and anyone directly or indirectly employed by the OWNER, from and against all claims, costs, losses, and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such the owner or occupant against the OWNER or any other party indemnified hereunder to the extent caused by or based upon performance of the Work or failure to perform the Work.

**5.7.2** Except as otherwise provided in the Contract Documents or a work authorization, all Work will be performed solely during Working Hours, unless (i) more restrictive hours are required by City ordinances or other Legal Requirements governing CONTRACTOR's performance of the Work, or (ii) the Contract Administrator approves expanded Working Hours in writing, such as in the event of emergencies, in which instance the Contract Administrator's approval may be terminated at any time and for any reason without recourse to CONTRACTOR. The OWNER has the right to impose further restrictions on working hours reasonably related to the use of occupied facilities. No delays resulting from compliance with applicable Legal Requirements may form the basis for any claim by CONTRACTOR for delay damages or additional compensation or for any extensions of the Contract Time. CONTRACTOR will not permit Work outside of Working Hours without the written consent of the OWNER; such consent, if

given, may be conditioned upon payment by CONTRACTOR of the OWNER's additional costs and fees incurred in monitoring such off-hours Work. CONTRACTOR will notify the OWNER as soon as possible if Work will be performed outside such times in the interest of the safety and protection of persons or property at the Project Site or adjacent thereto, or in the event of an emergency. In no event will CONTRACTOR permit Work to be performed at the Project Site without the presence of CONTRACTOR's Superintendent and person responsible for the protection of persons and property at the Project Site and compliance with all Legal Requirements, if different from the Superintendent.

**5.7.3 Site Maintenance.** During the progress of the Work and on a daily basis, CONTRACTOR will keep the Project Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. If CONTRACTOR fails to do so in a manner reasonably satisfactory to the OWNER within 48 hours after notice or as otherwise required by the Contract Documents, the OWNER may clean the Project Site and back charge CONTRACTOR for all costs associated with the cleaning.

At Final Completion, CONTRACTOR will leave the Project Site clean and ready for OWNER's use, including but not limited to the cleaning of manholes, inlets, and gravity underground piping systems, and ready for the OWNER's occupancy, and will at this point also remove all tools, appliances, equipment, machinery, surplus materials, waste, trash, and debris materials. CONTRACTOR will, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If CONTRACTOR fails to clean up at the completion of the Work, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

**5.7.4 Risk of Performance.** If CONTRACTOR performs any work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission, or violation of Legal Requirements in the Contract Documents of which CONTRACTOR is aware, or which could reasonably have been discovered by the review required by CONTRACTOR by this Contract, without prompt written notice to the OWNER and request for correction, clarification or additional information, as appropriate, CONTRACTOR does so at its own risk and expense and all claims relating thereafter are specifically waived.

## **5.8 Legal Requirements.**

**5.8.1** CONTRACTOR will diligently and promptly call for locates required, in accordance with Sunshine State One Call of Florida requirements.

**5.8.2** CONTRACTOR will give all other notices and comply with all other Legal Requirements, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where these Legal Requirements provide otherwise, the OWNER will not be responsible for monitoring CONTRACTOR's compliance with any Legal Requirements.

**5.8.3** Maintaining clean water, air, and earth or improving thereon will be regarded as of prime importance. CONTRACTOR will plan and execute its operations in compliance with all applicable Legal Requirements concerning control and abatement of water pollution and prevention and control of air pollution.

## **5.9 Taxes.**

**5.9.1** CONTRACTOR will pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida in the performance of this Contract.

**5.9.2** The OWNER is an exempt organization as defined by Florida Statutes and is therefore exempt from payment of sales and use taxes.

## **5.10 Safety and Protection.**

**5.10.1** CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR will submit a site security plan to the OWNER. By reviewing the plan or making recommendations or comments, the OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury, or loss. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, and loss to:

- .1 the public;
- .2 all persons on the Project Site or who may be affected by the Work;
- .3 all the Work and materials and equipment to be incorporated therein, whether in storage on or off Project Site; and
- .4 other personal property, fixtures and other items at the Project Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

**5.10.2** CONTRACTOR will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 U.S.C § 651 et seq., 29 C.F.R. 1926.650 Sub Part P., and Chapter 90-96 Florida Statutes. In addition CONTRACTOR will comply with all other applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and will erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR will notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and will cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in this Subsection 5.10 and caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, will be remedied by CONTRACTOR (except damage or loss attributable to the fault of Specifications or to the acts or omissions of the OWNER or anyone employed by OWNER or anyone for whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Sub-contractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work will continue until such time as all of the Project is completed and the OWNER has issued a Certificate of Final Completion as provided in the Contract Documents (except as otherwise expressly provided in connection with Substantial Completion).

**5.10.3** CONTRACTOR will be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Project Site in accordance with Legal Requirements.

**5.10.4** CONTRACTOR will comply with the following requirements in emergencies:

- .1 In emergencies affecting the safety or protection of persons or the Work at Project Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the OWNER, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR will give the OWNER telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the OWNER determines that a change in the Contract Documents is required because of the action taken by

CONTRACTOR in response to such an emergency, a Change Order will be issued; otherwise the OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR will respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project Site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, the OWNER may direct other forces to take action as necessary to remedy the emergency condition, and the OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 If there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR will provide to the Contract Administrator verbal notification within one hour and written notification within 24 hours of the event and will be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. CONTRACTOR will provide the OWNER copies of such documentation within 48 hours of the event.

.4 CONTRACTOR will cooperate with the OWNER in any investigation of any such incident. CONTRACTOR will immediately report such incidents to any other governmental or quasi-governmental authorities having jurisdiction over safety-related matters as may be required by law.

#### **5.11 Indemnification.**

**5.11.1** Any obligation of CONTRACTOR to indemnify or hold harmless under this Contract will not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Sub-contractor, Supplier, or other person or organization for whom CONTRACTOR may be responsible under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**5.11.2** If CONTRACTOR fails to follow the OWNER's directives concerning use of Project Site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR will indemnify the OWNER against all costs resulting from such claims.

**5.11.3** If CONTRACTOR unreasonably delays progress of the Work being done by others on Project Site so as to cause loss for which the OWNER becomes liable, then CONTRACTOR will indemnify the OWNER from and reimburse the OWNER for such loss.

**5.12 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

**5.13 Losses from Natural Causes.** Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, will be sustained and borne by CONTRACTOR at its own cost and expense.

**5.14. Notice of Claim.** Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, CONTRACTOR must file a claim within 30 calendar days of the event giving rise to such injury or damage. The provisions of this Section will not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

**5.15 Financial Records.**

**5.15.1** For purposes of this Section 5.15, "financial records" means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

**5.15.2** CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of the CONTRACTOR and each subcontractor and Supplier, upon the OWNER's written request. Further, CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to interview any of CONTRACTOR's employees, all Subcontractors, all Suppliers, and all of their respective employees.

**5.15.3** CONTRACTOR will retain all its Records, and require all its Sub-contractors and Suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that the OWNER has brought to the attention of the CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. The OWNER's right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers, exists during this Contract, and for three years after final payment, until all audit and litigation matters that the OWNER has brought to CONTRACTOR's attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to the OWNER, either from the CONTRACTOR or any of its subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

**5.15.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for the OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

**5.15.5** CONTRACTOR must insert these requirements in each written contract between CONTRACTOR and any subcontractor or Supplier and require each subcontractor and Supplier to comply with these provisions.

## **ARTICLE 6 - OTHER WORK**

**6.1 Proper and Safe Access by Other Contractors.** CONTRACTOR will afford other contractors and each utility owner (and the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and will properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR will do all cutting, fitting, patching, and finishing of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the OWNER and the other contractors whose work will be affected. CONTRACTOR will promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

**6.2 Progress Schedules.** The OWNER will provide for coordination of the activities of the OWNER's own forces, of each separate City contractor, and of any other utility owners performing work in relation to the Work of CONTRACTOR, who will cooperate with them. CONTRACTOR will participate with the OWNER any other contractors retained by the OWNER, in reviewing their construction progress schedules when directed to do so. On the basis of such review, CONTRACTOR will make any revisions to the current approved Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed-upon progress schedules will then constitute the progress schedules to be used by CONTRACTOR, the OWNER, and any other contractor retained by the OWNER until subsequently revised.

**6.3 Improper Timing or Delays.** Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

## **ARTICLE 7 – WARRANTIES**

**7.1 General Warranty.** CONTRACTOR warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials for the duration of the General Warranty Period described below; will strictly conform to the requirements of the Contract; and will be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Contract. This general warranty is in addition to any other warranties expressed or implied by law, which are hereby reserved unto the OWNER.

**7.1.1 General Warranty Period.** The General Warranty Period will be two years from Final Completion of the project.

**7.1.2 Duty to Correct.** CONTRACTOR will correct any and all defects that defects in material and/or workmanship which may appear during the General Warranty Period, even if discovered after the General Warranty Period, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the OWNER, within a reasonable period of time, and to the OWNER's satisfaction.

**7.1.3 General Warranty is Absolute.** The only exceptions to the General Warranty will be defects or damage caused by abuse, modification or improper maintenance or operation by persons other

than CONTRACTOR or CONTRACTOR's Sub-contractors or Suppliers; or normal wear and tear under normal usage. In all other respects the General Warranty will be absolute.

**7.2 Relation to Specific Correction Provisions and Other Remedies.** CONTRACTOR's general warranty and any additional warranties are not limited by CONTRACTOR's obligations to specifically correct Defective/Nonconforming Work, nor are they limited by any other remedies provided in the Contract Documents. CONTRACTOR will also be liable for any damage to property or persons (including death), including consequential and direct damages, relating to any breach of the General Warranty or any additional or special warranties required of the CONTRACTOR by the Contract Documents.

**7.3 Third Party Warranties.** CONTRACTOR will obtain and assign or transfer to the OWNER, all product warranties available from manufacturers or Suppliers of materials to be used in the Project. CONTRACTOR will also obtain and assign or transfer to OWNER, any additional third party warranties as to materials or methods as specified in the Contract Documents. The OWNER's acceptance of any assigned warranties or guaranties will be a precondition to final payment and will not relieve CONTRACTOR of any of CONTRACTOR's guaranty or warranty obligations under this Contract.

## **ARTICLE 8 – DELAYS AND ADJUSTMENTS TO PROJECT TIME AND PROJECT PRICE**

**8.1 Delay.** Delays are classified in one of the following categories:

**8.1.1** An excusable delay is a delay caused by a Force Majeure event. An excusable delay may entitle CONTRACTOR to an extension of Project Time but not an increase in Project Price.

**8.1.2** A compensable delay is a delay which is caused solely and exclusively by acts or omissions of the OWNER, excepting actions taken by the OWNER to protect the public health or safety or to conform to law. A compensable delay may entitle CONTRACTOR to both an extension of Project Time and an increase in Project Price.

**8.1.3** An unexcused delay is any delay other than an excusable or compensable delay. An unexcused delay entitles CONTRACTOR to no adjustment to Project Time or Project Price.

**8.2 Events Not Constituting a Delay.** The following events will not be considered an excusable delay of any kind even though they are not anticipated by CONTRACTOR, not within CONTRACTOR's control, and are not reasonably foreseeable:

**8.2.1** Events that pose no delay to scheduled items of Work .

**8.2.2** Events that would not prevent CONTRACTOR from achieving Final Completion before the expiration of the Project Time, where CONTRACTOR may otherwise accelerate other items of Work without undue expense.

**8.2.3** Weather, unless the weather is more severe than the adverse weather normally anticipated for the Project Site for the month in question, based on a generally accepted source of data such as the National Weather Service.

**8.3 Notice of Delay Required.** CONTRACTOR will provide written notice of any actual or prospective delay promptly, and in no event later than ten days after the occurrence of the event giving rise to such delay. In the case of a continuing delay, CONTRACTOR will provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice will contain all of the specific information required in the following Subsection.

**8.4 Contents/Supporting Documents.** CONTRACTOR's notice of delay will identify the work authorization(s) to which the notice applies. For each work authorization the notice will identify those portions of the current approved Progress Schedule affected by the delay and will include an estimate of



the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation will include, but is not limited to:

**8.4.1** A written detailed statement of the reasons and causes for the delay;

**8.4.2** Inclusive dates of the delay;

**8.4.3** Specific trades and portions of the Work affected by the delay;

**8.4.4** Status of Work affected before commencement of the delay;

**8.4.5** If CONTRACTOR claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond CONTRACTOR's control, and without the fault or negligence of CONTRACTOR or the negligence of anyone for whose acts CONTRACTOR is responsible including any Sub-contractor or Supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the OWNER (excepting actions taken by the OWNER to protect the public health or safety or to conform to law) or anyone for whose acts the OWNER is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

**8.5 Failure to Comply with Notice Requirements.** The notice required by this Article operates as a condition precedent to the assertion of any claim for extension of Project Time, increase in Project Price, or damages by CONTRACTOR. If CONTRACTOR fails to give the OWNER timely written notice of a claim as required by this Article, CONTRACTOR will be deemed to have waived the claim, and the OWNER will have no further liability respecting the claim.

**8.6 Review and Adjustment of Schedules.** Upon receipt of a notice from CONTRACTOR of the occurrence of a delay complying with the requirements of this Article, the OWNER will review the current approved Progress Schedule applicable to the work authorization(s) referenced to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Progress Schedule, including the application of any unused "float" time available in the Schedule. The OWNER may require CONTRACTOR to submit a more detailed Progress Schedule than previously required in order to permit the OWNER to evaluate the delay. Based on such review, CONTRACTOR will, if required by the OWNER, submit for the OWNER's approval a revised Progress Schedule, which minimizes the adverse effects of the delay.

**8.7 Limitation on Adjustments Due to Delays Generally.** No extension of the Project Time or increase in the Project Price will be allowed for an unexcused delay. No extension of the Project Time or increase in the Project Price will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible. No increase in the Project Price will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the OWNER is not solely and exclusively responsible.

**8.8 Additional Limitations on Adjustments to Project Time Due to Delays.** No extension of Project Time will be provided where, notwithstanding a Force Majeure event or other claimed delay, CONTRACTOR may achieve Final Completion within the Project Time through adjustments to the current approved Progress Schedule.

**8.9 Additional Limitations on Adjustments to Project Price Due to Delays.** Any obligation on the part of the OWNER to pay CONTRACTOR for compensable delay is solely intended to reimburse CONTRACTOR for actual expense arising out of the compensable delay. No consequential damages will be allowed to CONTRACTOR in connection with any claimed delays. Damages for compensable delay will be determined by the Force Account method set forth below.

**8.9.1** Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight hours per day, 40

hours per week, and 176 hours per month. Standby equipment costs will be paid at 50 percent of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by 176, multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.

**8.10 No Damages are Due to CONTRACTOR for Prevention of Early Completion.** CONTRACTOR represents that its Bid includes all costs, overhead and profit which may be incurred throughout the Contract Time, including the period between Substantial and Final Completion. Accordingly, CONTRACTOR may not make any claim for delay damages based in whole or in part on the premise that CONTRACTOR would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

**8.11 Acceleration to Avoid Delays.** If CONTRACTOR's progress is not maintained in accordance with the current approved Progress Schedule, or the OWNER determines that CONTRACTOR is not diligently proceeding with the Work or has evidence reasonably indicating that CONTRACTOR will not be able to conform to the current approved Progress Schedule, CONTRACTOR will, promptly and at no additional cost to the OWNER, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the OWNER thereof. Any extension of working hours requires approval of the OWNER, which will not be unreasonably withheld but may be subject to reasonable conditions including payment for additional or overtime services of the OWNER the Architect/Engineer and any other applicable consultants, testing or regulatory agency costs.

## **ARTICLE 9 – CHANGES**

**9.1 Materially Different Site Conditions.** For purposes herein, "materially different site conditions" means conditions that are different from those indicated in the Contract Documents, that are reasonably unknown to the CONTRACTOR, given CONTRACTOR's experience in performing the services to be provided within the City of Daytona Beach, and CONTRACTOR's ability to inspect for site conditions prior to submitting a proposal for the work in question. CONTRACTOR may be entitled to an increase in Project Time or Contract Price in such instance, subject to the exclusions and conditions of that article including notice requirements.

**9.1.1 Investigation and Determination.** The OWNER will promptly investigate any alleged differing conditions as to the structure (but not as to the Site or subsurface conditions). If the OWNER finds that the conditions of the structure differ materially and require a change in the Work and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the OWNER may make an adjustment in the amount payable to CONTRACTOR or the Contract Time, as applicable. If the OWNER determines that the conditions of the structure are not materially different or that no change in the terms of the Contract is justified, the OWNER will so notify CONTRACTOR in writing.

## **9.2 Constructive Changes and Disputed Adjustments.**

**9.2.1 Notice to the OWNER.** CONTRACTOR will advise the OWNER in writing promptly and in no event later than ten days after (i) issuance of any interpretation, clarification, instruction, direction or order whether orally or in writing from either the OWNER, or (ii) the occurrence of any event or discovery of any condition (including any condition as provided in Section 9.1 and if applicable, 9.2), which CONTRACTOR believes or has reason to believe entitles CONTRACTOR to an increase in the amount payable to CONTRACTOR or an extension of the Project Time as set forth in the work authorization affected by such interpretation, clarification, instruction, direction, or order; and except in the case of an emergency involving possible loss of life or bodily injury or significant property damage, the required written notice will be provided prior to proceeding with the Project. Failure of CONTRACTOR to provide such notice constitutes an acceptance of the interpretation, clarification, instruction, direction, order, event, or condition without adjustment to the Project Price or the Project Time and a conclusive waiver of any claim relating to the same. In order to be valid, a claim for an adjustment of Project Price or Project Time must contain the specific adjustment requested and must be supported by a detailed explanation of

the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Section 8.4 and a claim for an increase in the Project Price must be documented and calculated as specified in Section 10.3.1. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of interpretation, clarification, instruction, direction or order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or the Project Time.

**9.2.2 Disputed Adjustments.** All disputed adjustments under this Contract will be determined in accordance with Section 10.3.1 if, as conditions precedent thereto, CONTRACTOR has timely provided all notices and objections required under the terms of the Contract.

## **ARTICLE 10 - CHANGE INSTRUMENTS**

### **10.1 Introduction.**

**10.1.1** The OWNER may issue a Change Instrument to require changes in the Project without invalidating the Contract or work authorization.

.1 A Field Directive may be issued to require minor changes in the Project that, in the OWNER's view, do not change the scope of work, present a delay, or require an adjustment to Project Time or Project Price. Examples of such situations where Field Directives may be appropriate are unanticipated field conditions or unavailability of specified materials and equipment.

.2 All other changes to the Project will require the issuance of a Change Order issued in conformance with these General Conditions.

**10.2 Change Order or Formal Amendment Required for Contract Time and Contract Price Adjustments.** Adjustments to Project Time or Project Price will be granted only through a properly-issued Change Order or through a formal amendment to the Contract.

### **10.3 Change Orders Adjusting Contract Price.**

All Change Orders adjusting Contract Price will be invalid unless approved as provided by the Purchasing Code, Chapter 30, Code of the City of Daytona Beach.

**10.3.1 Basis for Contract Price Adjustment.** Subject to any federal procurement standards that may apply if the Project is a federally funded project, in which case the standards will govern to the extent of conflict, a Change Order may provide for an adjustment in the Project Price based only on one of the following methods

.1 Unit Prices as stated in the Contract Documents.

.2 A fixed not-to-exceed or lump sum agreed to by the OWNER and CONTRACTOR and stated in the Change Order, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of 10% if the Work is performed by CONTRACTOR, or 5% if the Work is performed by a Sub-contractor. The Sub-contractors' overhead and profit in turn will not exceed 10%. The total percentage of overhead and profit payable by the OWNER (to both CONTRACTOR and all sub tier Sub-contractors), regardless of the sub-tier which performs the work, will not exceed 15%.

.3 Actual costs, properly itemized, plus a profit factor, using the Force Account method set forth in Section 10.3.2.

.4 In the absence of an agreement between the OWNER and CONTRACTOR, the OWNER will determine the amount of the Project Price Adjustment using any of the methods outlined in Subsections 10.3.1.1 – 10.3.1.3, above, whichever will result in the lowest cost to the OWNER.

.5 No cost will be included in a Change Order for time spent preparing the Change Order, nor will costs be included for an estimate of time to negotiate the Change Order costs for machinery, tools, or equipment.

**10.3.2 Force Account Method for Contract Price Increases.** Before using the Force Account method provided for herein, the OWNER and CONTRACTOR agree to negotiate a Change Order using the other methods identified in Subsection 10.3.1, above, as appropriate, to determine the adjustment in the Project Price. If neither of these methods can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Project Price, then the change in the Work will be performed by a Change Order using the Force Account method, and payment will be made as follows:

.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to 15% of the sum thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Sub-contractor(s) for organization or overhead expenses. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 15% compensation provided above, for CONTRACTOR's and any effected Sub-contractor's cost of premiums on liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by the OWNER.

.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to 20% thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by the OWNER and CONTRACTOR, the OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. If the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four hours of the day. If the equipment is idle more than four hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Sub-contractor's overhead and profit. The OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in this Paragraph for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

.4 The compensation provided for herein, will be received by as payment in full for work done pursuant to the Change Order and will include use of small tools, and total overhead expense and profit. CONTRACTOR and the OWNER will compare records of

work done by Change Order at the end of each day. Copies of these records will be made upon forms provided for this purpose by the OWNER and signed by both the OWNER and CONTRACTOR, with one copy being retained by the OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two working days of presentation does not invalidate the accuracy of the record.

**10.4 Payment for Work Covered by Change Order.** Additional monies due CONTRACTOR pursuant to a valid Change Order providing for an adjustment to the Project Price, will be paid for in accordance with the Progress Payment schedule established in the work authorization, in which case payment will be subject to retainage requirements set forth in the Contract; or at the time of Final Payment.

**10.5 Absence of Proposed Adjustments.** If a Change Instrument is silent as to any adjustment to the Project Price or Project Time, it will be conclusively presumed that none is intended and none will be allowed unless CONTRACTOR files an objection as and when specified in the following Subsection.

**10.6 Action upon Receipt of Change Instrument.** Upon receipt of a Change Instrument, CONTRACTOR will promptly proceed with the change in the Project involved.

**10.6.1** CONTRACTOR will advise the OWNER in writing, promptly and in any event no later than ten days after issuance of the Unilateral Change Instrument, of CONTRACTOR's objection (i) to the amount or method, if any, provided for in the Change Instrument for adjustment to Project Price or Project Time, or (ii) to the absence of any adjustment to the Project Price or Project Time. In order to be valid, a claim for an adjustment of Project Price or Project Time, must contain the specific adjustment requested, must be supported by a detailed explanation of the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Subsection 8.4 and a claim for an increase in the Contract Price, must be documented and calculated as specified in Subsection 10.3. **Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of the Unilateral Change Order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or Project Time.**

**10.7 Waiver of Claim.** Except for emergencies involving possible loss of life or bodily injury or significant property damage, CONTRACTOR's commencement of the Work that is subject to a Change Instrument will constitute a complete waiver by CONTRACTOR as to such claim regardless of whether CONTRACTOR has within the ten-day period notified the OWNER of a claim consistent with the requirements of Subsection 10.6.1.

**10.8 OWNER's Right to Use Third Parties for Additional Work.** If the OWNER and CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another CONTRACTOR and such work will be considered "Other Work."

**10.9 OWNER's Right to Accelerate Schedule.** The OWNER reserves the right to issue a Change Instrument to accelerate the Work which may be subject to an appropriate adjustment, if any, in the Project Price. If the OWNER requires an acceleration of the Project Schedule and no adjustment is made in the Project Price, or if CONTRACTOR disagrees with any adjustment made, any claim an adjustment must comply with the requirements of Subsection 10.6.1 or be deemed to be conclusively waived.

## **ARTICLE 11 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL AND ACCEPTANCE OF DEFECTIVE WORK**

**11.1 Access to Work.** The OWNER, including the Contract Administrator and other employees and agents, independent testing laboratories, and governmental agencies having jurisdiction, will each have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR will provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

## **11.2 The OWNER May Stop the Work.**

**11.2.1** If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or 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 OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work will not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

**11.2.2** If CONTRACTOR fails to correct Defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, will not stop calendar or Working Days charged to the Project.

**11.3 Correction or Removal of Defective Work.** If required by the OWNER, CONTRACTOR will promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective. CONTRACTOR will correct or remove and replace Defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of Defective Work. CONTRACTOR will pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

**11.4 Correction Required.** If within the Warranty Period, or such longer period of time as may be prescribed by Legal Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work, including Work performed after the Substantial Completion date, is found to be defective, CONTRACTOR will promptly, without cost to the OWNER and in accordance with the OWNER's written instructions:

**11.4.1** Correct such Defective Work, or, if it has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective, and

**11.4.2** Satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the Defective Work.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

**11.5 Coordination with OWNER.** If correction of Defective Work will affect the function or use of the facility, CONTRACTOR will not proceed with correction of Defective Work without prior coordination and approval of the OWNER.

**11.6 Acceptance of Defective Work.** If, instead of requiring correction or removal and replacement of Defective Work, the OWNER decides to accept it, the OWNER may do so. CONTRACTOR will pay all claims, costs, losses and damages attributable to the OWNER's evaluation of and determination to accept such Defective Work. For purposes of this Section, the OWNER's acceptance of sample materials or equipment will not be deemed to be acceptance of Defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the OWNER for the diminished value of the Defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid

by CONTRACTOR to the OWNER after a calculation by the OWNER of the diminution in value of the Defective Work.

**11.7 The OWNER May Correct Defective Work.** If CONTRACTOR fails within a reasonable time after written notice of the OWNER to correct Defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Contract Administrator, significant progress has not been made during this seven-day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, the OWNER will proceed expeditiously. In connection with such corrective and remedial action, the OWNER may exclude CONTRACTOR from all or part of Project Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR will allow the OWNER, its agents and employees, the OWNER's other contractors, access to Project Site to enable the OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by the OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR will not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by the OWNER of the OWNER's rights and remedies hereunder.

**11.8 CONTRACTOR Remains Responsible for the Work.** The following will not be deemed to be a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

11.8.1 Any acceptance by the OWNER or any failure to do so;

11.8.2 Any correction of Defective Work by the OWNER.

## **ARTICLE 12 – PROGRESS PAYMENTS, PARTIAL UTILIZATION AND FINAL COMPLETION**

**12.1 General Method of Payment.** For each work authorization, payment of the Project Price will be made in a series of Progress Payments and after Final Completion, a Final Payment, in accordance with this Article.

**12.1.1.** If CONTRACTOR is required by the work authorization to provide a payment or performance bond, no payment will be made unless and until CONTRACTOR records the bonds and provides the OWNER certified copies of the recorded bonds in accordance with Florida Statutes Section 205.05(b).

**12.2 Application for Payment.** CONTRACTOR may submit to the OWNER, no more than once a month and no sooner than 30 days following commencement of the Work, an application for payment for those portions of the Work completed as of the date of the application. The OWNER may, by notice, designate a specific day of each month for submission of the application for payment. Each application for payment will be in a form acceptable to the OWNER, and will include the following documents:

**12.2.1** Unless the Contractor has provided payment and performance bonds and recorded them in the public records as provided in Florida Statutes Section 205.05, releases of liens from subcontractors or suppliers.

**12.2.2** CONTRACTOR's written certification (i) as to the value of the Work completed, and (ii) that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and

**12.2.3** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at Project Site or at another location agreed to in writing, the application for payment by such bills of sale, data and other procedures satisfactory to the OWNER substantiating the OWNER's title to such materials or equipment or otherwise protecting the OWNER's interest.

Each application for payment will be deemed to be a warranty and guarantee by CONTRACTOR that title to all Work, materials and equipment covered by the application, whether incorporated in the Project or not, will pass to the OWNER free and clear of all liens no later than the time of payment to CONTRACTOR.

**12.3 Review of Application for Payment.** As soon as practicable after receipt of an application for Payment, and within the 10-day period following receipt of the application as provided by the Prompt Payment Act, the OWNER will approve, partially approve, or reject the application. The OWNER will provide written notice if payment is rejected or partially rejected, specifying the deficiency in the application for payment and the action necessary to make the request proper. In addition to rejecting payment of all or a portion of the application for failure to comply with submittal requirements referenced above, the OWNER will have the right to reject all or a portion of the application for any of the following reasons:

**12.3.1** Defective Work not remedied;

**12.3.2** Third party Claims filed or reasonable evidence indicating probable filing of such Claims;

**12.3.3** Unless Contractor has provided payment and performance bonds and complied procedurally with Florida Statutes Section 205.05, failure of CONTRACTOR to make payments properly to Sub-contractors and suppliers or for labor, materials, or equipment;

**12.3.4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Project Price;

**12.3.5** Damage to the OWNER, another contractor, or to another property owner;

**12.3.6** Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

**12.3.7** Failure of CONTRACTOR to submit and update a Progress Schedule in accordance with the Contract Documents;

**12.3.8** Failure of CONTRACTOR to maintain a record of changes on drawings and documents;

**12.3.9** CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up; or

**12.3.10** CONTRACTOR's failure to comply with any provision of the Contract Documents.

If any portion of the application is rejected the OWNER will provide CONTRACTOR a written notice as to the reasons for rejection, within the time frame provided in the Prompt Payment Act. CONTRACTOR will then make the necessary corrections and re-submit the application or portion of application rejected.



**12.4 Progress Payments.** The OWNER will make payment on an approved or partially approved application, less amounts set aside for retainage within the deadlines provided by the Prompt Payment Act. If CONTRACTOR and the OWNER disagree on the basis or amount of the payment, or if CONTRACTOR is unwilling to make the necessary corrections or modifications and re-submit the Request as to those items rejected by the OWNER, then the OWNER may approve and process the Request by making such adjustments thereto as the OWNER deems appropriate so that CONTRACTOR receives without delay, payment of the amount determined by the OWNER to have been earned and owing to CONTRACTOR.

**12.5 Amounts Withheld from Progress Payments.** Unless otherwise specified in the work authorization, the OWNER will withhold an amount from each such approved progress payment, retainage in an amount determined pursuant to the Prompt Payment Act, which as of the Effective Date provides for a 10% retainage until 50-Percent Completion, and a 5% retainage thereafter.

Subject to any limitations that may be imposed by the Prompt Payment Act if applicable, the OWNER will hold all retainage until Final Payment. However, if the Work is near Substantial or Final Completion and delay occurs due to no fault or neglect of CONTRACTOR, the OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at the OWNER's option, may be relieved of the obligation to complete the Work and thereupon, CONTRACTOR will receive payment of the balance due for the work completed and accepted, subject to the conditions applicable to OWNER's termination of work without cause.

**12.6 Delayed Payments.** Should the OWNER fail to make payment to CONTRACTOR of the amount approved for any application for payment within the time frames provided in the Prompt Payment Act, the OWNER will pay to CONTRACTOR, in addition to amount approved, interest thereon at the rate specified in the Act, from date due until fully paid, which will fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

#### **12.7 Substantial Completion.**

**12.7.1** When CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, CONTRACTOR will notify the OWNER and request a determination as to whether the Work or designated portion thereof is substantially complete. If the OWNER does not consider the Work substantially complete, the OWNER will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR will then submit another request for the OWNER to determine Substantial Completion. If the OWNER considers the Work substantially complete, the OWNER will prepare and deliver a certificate of Substantial Completion which will establish the date of Substantial Completion, will include a punch list of items to be completed or corrected before Final Payment, will establish the time within which CONTRACTOR will finish the punch list, and will establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The Work will not be deemed to be substantially or finally complete until any certificates of occupancy required to occupy the Project are issued. The OWNER and CONTRACTOR will both sign the certificate of Substantial Completion, to evince acceptance of the responsibilities assigned to them in such certificate.

**12.8 Final Inspection and Final Completion.** CONTRACTOR will provide the OWNER the Notice of Completion sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction of all Punch List Work before the Completion Date. Upon receipt of CONTRACTOR's Notice of Completion, the OWNER will make a review of the Work and notify CONTRACTOR in writing of all Punch List Work, if any, to be completed or corrected. Following CONTRACTOR's completion or correction of all Punch List Work, the OWNER again review the Work and prepare and deliver to CONTRACTOR either a written notice of additional Punch List Work to be completed or corrected or a written Certificate of Final Completion, signifying final acceptance of the Work.

**12.8.1** If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, at the OWNER's option the OWNER may issue a Certificate of Final Completion on the condition that CONTRACTOR executes a re-vegetation letter, with letter of credit or other guarantee in form and amount satisfactory to the OWNER, to ensure completion of this item. This Work will be accomplished within 30 days of the date of Final Completion of the Work. When permanent erosion control has been established, the OWNER will initiate an inspection for final acceptance of the erosion controls. If the re-vegetation is not completed within the 30 days, the OWNER, at its option, may complete the Work using the posted guarantee.

**12.8.2** In all other instances, the OWNER will only be obligated to issue a Certificate of Final Completion accepting the Work as finally complete, when the whole and all parts thereof will have been completed to the satisfaction of the OWNER in full compliance with this Contract and the work authorization.

**12.9 Final Application for Payment.** As soon as practical after the OWNER's issuance of the Certificate of Final Completion, CONTRACTOR will submit to the OWNER a properly completed application for Final Payment in the form approved or provided by the OWNER. The application will include or attach the following:

**12.9.1** As-builts of completed lines.

**12.9.2** Unless Contractor has provided payment and performance bonds and procedurally complied with Florida Statutes, Section 205.05:

.1 Legally effective final releases or waivers of liens from CONTRACTOR, and from all Sub-contractors which performed services for CONTRACTOR and all Suppliers of material or equipment to CONTRACTOR;

.2 An affidavit that all of CONTRACTOR's debts, and claims, including from all Sub-contractors, Sub-contractors, and Suppliers in connection with the Work, have been paid or otherwise satisfied;

**12.9.3** Complete and legally effective releases or waivers satisfactory to the OWNER of all claims other than claims of Sub-contractors and Suppliers, filed in association with the Work;

**12.9.4** The consent of the surety, if any, to final payment;

**12.9.5** Non-Use of Asbestos Affidavit (After Construction);

**12.9.6** Certificate evidencing that required insurance will remain in force after final payment and through the warranty period; and

**12.9.7** Any other documentation required pursuant to the Contract Documents.

**12.10 If Final Application is Rejected.** If the OWNER rejects the request for Final Payment, the OWNER will provide CONTRACTOR written notice stating the reasons therefore within the time required by the Prompt Payment Act.

**12.11 Final Payment; Waiver of Claims.** Final Payment will be deemed to have taken place when CONTRACTOR or any of its representatives negotiates the OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return. The making and acceptance of Final Payment will constitute:

**12.11.1** A waiver of claims by the OWNER against CONTRACTOR, except claims arising from unsettled claims, from Defective Work appearing after final inspection, from failure to comply with the

Contract Documents or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

**12.11.2** A waiver of all claims by CONTRACTOR against the OWNER other than those which were made in writing through the date that the check for final payment was issued and which are unsettled.

**12.12 Partial Final Payment in Extenuating Circumstances.** If the OWNER determines that after CONTRACTOR has achieved Substantial Completion, Final Completion is materially delayed through no fault of CONTRACTOR, the OWNER may without terminating this Contract, make payment of balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing Final Payment, except that it will not constitute a waiver of claims by the OWNER, and will not cause a transfer of title or relieve CONTRACTOR for responsibility for the Substantially Completed Work.

## **ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION**

**13.1 The OWNER May Suspend Project Without Cause.** At any time and without cause, the OWNER may suspend any or all of the Work or any portion thereof, including any or all Projects, for a period of not more than 90 days by written notice to CONTRACTOR which will fix the date on which such Work will be resumed. CONTRACTOR will resume such Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Project Price or an extension of the Project Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim for such an adjustment as provided herein.

**13.2 The OWNER May Terminate Without Cause.** Upon seven days' notice to CONTRACTOR, the OWNER may, without cause and without prejudice to any right or remedy of the OWNER, elect to terminate one or more work authorizations or the Contract in its entirety. In such case, CONTRACTOR will be paid for completed and acceptable Work executed in accordance with the Contract Documents and work authorizations prior to the date of termination, and, unless the Contract is for unit prices, the following:

**13.2.1** For reasonable demobilization costs;

**13.2.2** For reasonable anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

**13.2.3** For all claims incurred in settlement of terminated contracts with Sub-contractor and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with Sub-contractor and others to mitigate the OWNER's cost.

### **13.3 The OWNER May Terminate With Cause.**

**13.3.1** Upon the occurrence of any one or more of the following events:

- .1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents or work authorization(s);
- .2 if CONTRACTOR disregards Legal Requirements;
- .3 if CONTRACTOR disregards the authority of the Contract Administrator or the City Manager;
- .4 if CONTRACTOR makes fraudulent statements;

- .5 if CONTRACTOR fails to maintain a work force adequate to accomplish one or more Projects within the Project Time(s);
- .6 if CONTRACTOR fails to make adequate progress and endangers successful completion of one or more Projects; or
- .7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents or work authorizations;

The OWNER may, after giving CONTRACTOR (and the surety, if any) seven days notice terminate the Contract or one or more work authorizations issued pursuant to the Contract. The OWNER, at its option, may proceed with negotiation with the surety (if any) for completion of one or more Projects and terminate other Projects. Alternatively, the OWNER may under these circumstances exclude CONTRACTOR from one or more Project Sites and take possession of the Project (without liability to CONTRACTOR for trespass or conversion), incorporate in the Project all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Project as the OWNER may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment under the work authorization until the Project is finished. If the unpaid balance of the Project Price exceeds all claims, costs, losses and damages sustained by the OWNER arising out of or resulting from completing the Project, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or to the extent applicable the surety will pay the difference to the OWNER. If a termination for cause is found to be wrongful, the termination will be converted to a termination without cause, and CONTRACTOR's remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause.

**13.3.2** Where CONTRACTOR's services have been so terminated by the OWNER, the termination will not affect any rights or remedies of the OWNER against CONTRACTOR and surety then existing or which may thereafter accrue, including any such rights under other work authorizations. Any retention or payment of moneys due CONTRACTOR by the OWNER will not release CONTRACTOR from liability.

**13.4 CONTRACTOR May Stop Work or Terminate.** If through no act or fault of CONTRACTOR, the Project is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or (except during disputes) the Contract Administrator fails to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER fails for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, then CONTRACTOR may, upon seven days' written notice to the OWNER, and provided the OWNER does not remedy such suspension or failure within that time, terminate the work authorization and recover from the OWNER payment on the same terms as provided in Section 13.2, above. In lieu of terminating the work authorization and without prejudice to any other right or remedy, if (except during disputes) the Contract Administrator has failed to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER has failed for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, CONTRACTOR may upon seven days' written notice to the OWNER stop the Project until payment of all such amounts due CONTRACTOR under the work authorization, including interest thereon. The provisions of this Section are not intended to preclude CONTRACTOR from making a Claim for an increase in Project Price or Project Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Project as permitted by this Section.

**13.5 Discretionary Notice to Cure.** In its complete discretion, the OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety (if any) to cure any of the conditions outlined in Section 13.3.1 and/or an anticipatory breach of contract and, if required by the OWNER, to attend a meeting with the OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or

commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR will prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR's report will be delivered to the OWNER at least three days prior to any requested meeting with the OWNER and surety.

**13.6 Bankruptcy.** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR's insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, the OWNER may demand CONTRACTOR or its successor in interest provide the OWNER with adequate assurance of CONTRACTOR's future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to the OWNER's reasonable satisfaction within ten days of such a request, the OWNER may terminate the Contract for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, the OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the balance of the Project Price otherwise due to CONTRACTOR.

**13.7 Duty to Mitigate.** If the OWNER terminates this Contract or suspends CONTRACTOR's work on one or more Projects, CONTRACTOR agrees to and will take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

**13.8 Responsibility during Demobilization.** While demobilizing, CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the Project Site and other property of the OWNER or others at the Project Site.

**13.9 CONTRACTOR to Remove Equipment.** In the case of termination of this Contract or any work authorization before completion for any cause whatsoever, CONTRACTOR, if notified to do so by the OWNER, will promptly remove any part or all of his equipment or supplies from the Project Site(s) affected; failing to, the OWNER will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

**13.10 CONTRACTOR to Clean Up Project Site.** If either OWNER or CONTRACTOR terminates this Contract or any Project before Substantial or Final Completion, CONTRACTOR will leave the Project Site(s) affected in a clean condition as if Final Completion had been achieved, unless OWNER directs otherwise; and if CONTRACTOR fails to comply clean up all such Project Sites as required, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

## **ARTICLE 14 - DISPUTE RESOLUTION**

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

**14.1 Negotiations Required.** A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

**14.2 Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the Section 14.1 procedure proves unsuccessful, or if the Parties mutually waive the Section 14.1 procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact

gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

***End of General Conditions***

**Exhibit D, consisting of the RFP and Proposal, is  
on file in the Office of the City Clerk**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/11/2013

13-108

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company (64)	23035
	INSURER B : Liberty Insurance Corporation (64)	42404
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES INSTE02      CERTIFICATE NUMBER: 12389546      REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	TB2-641-004218-032	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 2,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BROAD FORM PD/CONTRACTUAL PER PROJECT AGG. CAP \$20M			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Independent Contractor						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> XCU						GENERAL AGGREGATE \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	Y	N	AS2-641-004218-022	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						\$ XXXXXXXX
	<input type="checkbox"/> NON-OWNED AUTOS						\$ XXXXXXXX
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> OCCUR						AGGREGATE \$ XXXXXXXX
	EXCESS LIAB						\$
	DED						RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	WA7-64D-009004-442	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	WC7-641-004218-012 (W1 & OR)	7/1/2012	7/1/2013	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: CIPP TERM SERVICES CONTRACT 0113-1010. CITY OF DAYTONA BEACH, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE APPLICABLE BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. \*\*SEE ATTACHED ENDORSEMENTS\*\*

CERTIFICATE HOLDER	CANCELLATION See Attachment
12389546 CITY OF DAYTONA BEACH 301 SOUTH RIDGEWOOD AVENUE DAYTONA BEACH FL 32114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Policy Number TB2-641-004218-032  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with company"		60

All other terms and conditions of this policy remain unchanged.

Policy No: AS2-641-004218-022 Issued By: Liberty Mutual Fire Insurance Company  
Effective Date: 7/1/2012  
Expiration Date: 7/1/2013  
Sales Office:

Endt Serial No:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
"Per schedule on file with Company"		60

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WC7-641-004218-012

Effective Date 7/1/2012

Premium \$

Issued to

