

AGREEMENT

THIS AGREEMENT (“**Agreement**”), made and entered into on the 7 day of July, 2025 (“**Effective Date**”), by and between Urettek USA, Inc., (“**Contractor**”) and the City of St. Petersburg, Florida, “**City**” or “**Owner**”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Contractor and the City agree as follows:

- a) The Contractor shall furnish all material and perform all of the work for:

Trenchless Soil Stabilization

St. Petersburg, Florida, Project No. 25-URT-TSS (CSA) (“**Project**”), in full and complete accordance with this Agreement and the Contract Documents. Contract Documents means, collectively, the General Conditions and supplementals thereto, **Specifications** and supplementals thereto, the **Plans**, the **Solicitation** and any addenda thereto, and the **Bid** (as those capitalized terms, i.e., Specifications, Plans, Solicitation, and Bid, are defined in the General Conditions).

- b) This Agreement and the Contract Documents form the contract (“**Contract**”) between the City and Contractor.
- c) The initial term of this Agreement is three (3) years commencing on the Effective Date. The City reserves the right to renew this Agreement under the same terms and conditions, except as set forth below, for one (1) two-year period at the end of the initial term, provided that the City and Contractor mutually agree through a written amendment to the Contract to (i) a renewal, (ii) the unit prices for the first annual period of the renewal term, and (iii) the method for calculating adjustments to those unit prices during the second annual period of the renewal term. In the event this Agreement is renewed, the parties will mutually agree on a description of the work for each annual period of the renewal term.
- d) After the City issues a Notice to Proceed (as defined in the General Conditions) for each annual period, Contractor shall be prepared to commence portions of the Work (as described in the Contract Documents) set forth in individual Field Orders (as defined in the General Conditions). After the City issues a Field Order, Contractor shall, for each Field Order: (i) reach Substantial Completion (as defined in the General Conditions) of all Work under that Field Order within the time period stated therein, and (ii) reach Final Completion within thirty (30) calendar days after the City’s delivery of the Punch List (as defined in the General Conditions) in accordance with the Contract, unless a longer period of time to reach Final Completion is set forth in the

Punch List (collectively for each Field Order, (i) and (ii), "**Field Order Completion Time**"). The Field Order Completion Time may be modified by a Change Order (as defined in the General Conditions).

- e) Contractor shall initially obtain a Public Construction Bond in accordance with the applicable requirements set forth in the Contract Documents in the amount of at least one hundred thousand dollars (\$100,000). Prior to the City issuing a Field Order that would cause the cumulative amount of Work issued to Contractor to exceed the bond coverage obtained by Contractor, Contractor shall obtain a rider to the Public Construction Bond or a new Public Construction Bond in at least the additional amount of any additional Work being issued to Contractor. All Public Construction Bonds and riders thereto must be approved by the City Attorney’s Office prior to issuance of a Notice to Proceed for any new Work.

- f) Provided that Contractor faithfully performs its obligations contained the Contract, the City hereby agrees to pay Contractor pursuant to the amounts set forth in the unit prices, as those unit prices may be annually adjusted in accordance with the Contract Documents, at the time and in the manner set forth in the Contract Documents, an amount not to exceed six hundred sixty-six thousand, six hundred and sixty-seven dollars (\$666,667) for each annual period of the initial term (the cumulative amount of Work issued to Contractor for each annual period, "**Contract Price**") subject to additions and deductions as provided in the Contract. Contractor acknowledges that no minimum amount of work is guaranteed under the Contract and that the City will issue Notices to Proceed and Field Orders on an as-needed basis for the Project to multiple contractors other than the Contractor, and that the not-to-exceed amount indicated in this paragraph f) is the total allocated for the Project amongst multiple contractors.

- g) Time is of the essence in the Contract. The parties agree that it would be extremely difficult and impractical under known and anticipated facts and circumstances to ascertain and fix the actual damages the City would incur if Contractor does not achieve Substantial Completion within the time stipulated in each Field Order. Therefore, Contractor will be liable for and shall pay to the City the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work in each Field Order reaches Substantial Completion, in the following aggregate amounts:

Field Order Amount	Daily Charge per Calendar Day
\$50,000 and under.....	\$500
Over \$50,000 but less than \$500,000	\$1,000
Over \$500,000 but less than \$5,000,000	\$1,500
Over \$5,000,000 but less than \$15,000,000.....	\$2,000
\$15,000,000 and over	\$4,000

These liquidated damages are the City’s sole and exclusive damages for

Contractor's delay of the Work.

- h) The obligations of the City as to any funding required pursuant to the Contract shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City will not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is effective as of the day and date first above written.

Uretek USA, Inc.

(Company Name)

Signed by:
By: Edward Hibbard

(Signature of Corporate Officer)

WITNESSES:
DocuSigned by:
By: Laura Goodwin

9C38333D4E88481

Laura Goodwin

(Printed Name)

DocuSigned by:
By: Derek Berthelot

1309CB0C5FA14E2

Derek Berthelot

(Printed Name)

CITY OF ST. PETERSBURG, FLORIDA
Signed by:
By: Stephanie Scarbrough

4BCDE2E855A94A81
Procurement and Supply Management Director

Signed by:
By: [Signature]

71E528730D1482
City Clerk (Designee)

July 8, 2025

Date

APPROVED AS TO FORM:
DocuSigned by:
By: [Signature]

1E64F7894927C41D
City Attorney (Designee)

(Acknowledgment of Contractor)

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

Signed by:
By: Edward Hibbard
63E795CCT494479

Print: Edward Hibbard, CEO

PUBLIC CONSTRUCTION BOND

Bond # SU1206523

(STATE OF ~~FLORIDA~~) TEXAS

(COUNTY OF HARRIS)

(CITY OF TOMBALL)

KNOW ALL MEN BY THESE PRESENTS:

That we, Uretek USA, Inc. (hereinafter called the "Principal"),
(Company Name)

located at 13900 Humble Rd. Tomball, TX 77375, (281) 351-7800,
(Principal Business Address) (Phone Number)

and Arch Insurance Company (hereinafter called the "Surety"),
(Surety Name)

located at Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107, (201)
743-4000,
(Surety Business Address) (Phone Number)

are held and firmly bound unto the City of St. Petersburg, Florida (hereinafter called the "City") located at One 4th Street North, St. Petersburg, FL 33701, phone: (727) 893-7220, in the penal sum of: \$ 100,000.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, for the faithful performance of a certain written construction agreement, dated the 7 day of July, 2025, entered into between the Principal and the City ("Contract") for:

**Trenchless Soil Stabilization
Project No. 25-URT-TSS (CSA)**

The general location of the proposed Work for the project is at various locations City-wide, St. Petersburg, Florida.

NOW, THEREFORE, THE CONDITIONS of this bond are such that, if the Principal shall (i) in all respects comply with the terms and conditions of the Contract (the Contract being made a part of this bond by reference), including but not limited to the guarantee and warranty requirements, all obligations contained in the Contract Documents (as defined in the Contract) and all modifications made to the Contract as therein provided, for the original term of the Contract and any extensions which may be granted by the City, with or without notice to the Surety; and (ii) promptly make payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying labor, materials, or supplies used directly or indirectly in the prosecution of the work provided for in the Contract; and (iii) pay the City all losses, damages, liquidated damages, expenses, costs, and attorneys' fees at trial and on appeal sustained by the City due to a default by Principal under the Contract; and (iv) fulfill its obligations related to the guarantee and warranty of all work and materials furnished under the Contract pursuant to the terms and conditions specified in the Contract, then this bond shall be void; otherwise, it shall remain in full force.

This bond is meant to comply with all the requirements of Section 255.05, Florida Statutes, and herewith incorporates all duties of a surety required by Section 255.05, Florida Statutes, and all notice and time limitation provisions set forth in Sections 255.05(2) and

255.05 (10), Florida Statutes. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions set forth in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the hands and seals of the parties hereto this 10th day of JUNE, 2015.

SURETY:

Arch Insurance Company
SURETY NAME

BY: Scott D. Chapman
(Signature of Attorney-in-Fact)

Scott D. Chapman, Attorney-in-Fact
(Print or Type Name of Attorney-in-Fact)

W225196
(Florida license # of Attorney-in-Fact)

Surety Seal

Note: A copy of a power of attorney attested by the corporate secretary of the Surety evidencing the Attorney-in-Fact named above is currently authorized to execute this bond on behalf of the Surety must be attached to this bond.

CITY:

APPROVED AS TO FORM:
By: Sarah Luber
City Attorney (Designee)

00525880 September 2020

PRINCIPAL:

Uretek USA, LLC
PRINCIPAL NAME

BY: [Signature]
(Signature)

Edward H. Barry, CEO
(Print or Type Name and Title)

Check applicable box below (check only one box):

Principal has a seal. *If checked, attest and impress seal.*

ATTEST:

BY: [Signature]
(Signature)

Laura Goodwin
(Print or Type Name)

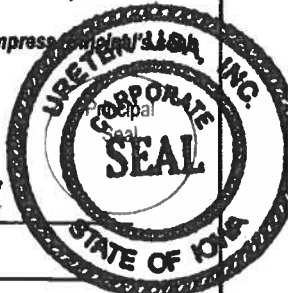
Principal has no seal. *If checked, provide two witness signatures:*

WITNESS 1 for Principal:
BY: _____
(Signature)

(Print or Type Name)

WITNESS 2 for Principal:
BY: _____
(Signature)

(Print or Type Name)



Acknowledgment of Principal

TEXAS
(STATE OF ~~FLORIDA~~)
(COUNTY OF HARRIS)
(CITY OF TOMBALL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of JUNE, 2025,

EDWARD HUBARD, CEO of URETEK USA
(Name and Title of Officer) (Name of Principal)

a CORPORATION ("Entity"), on behalf of said Entity.
(Identify type of Entity and State where Registered)

He/She is personally known to me or has produced
(Select)

_____ as identification.
(Type of Identification)

He/She warrants that he/she is duly authorized by all necessary actions of the Entity in accordance
(Select) (Select)

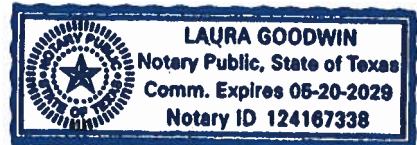
with the governing documents of the Entity to execute the foregoing instrument.

NOTARY PUBLIC:

Sign: Laura Goodwin

Print/Type: LAURA GOODWIN

SEAL



**Acknowledgment of Surety,
(Where Executed by Attorney-in-Fact, as Agent)**

(STATE OF TEXAS)

(COUNTY OF Montgomery)

(CITY OF Spring)

The foregoing instrument was acknowledged before me by means of
 physical presence or online notarization this 9th day of June, 2025,
by Scott D. Chapman as Attorney-in-Fact for Arch Insurance Company,
(Name of Attorney-in-Fact) (Name of Surety)

who is personally known to me or has produced N/A
(Type of Identification)
as identification.

By virtue of a power of attorney from said corporation, a copy of which is attached hereto,

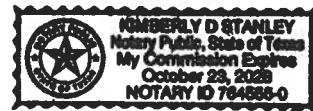
He/She is duly authorized to execute the foregoing instrument.
(Select)

NOTARY PUBLIC:

Sign: Kimberly D. Stanley

Print/Type: Kimberly D. Stanley

SEAL



**Exhibit A - Scope of Services
Contract Purchase Agreement
Trenchless Soil Stabilization
City of St. Petersburg, Florida**

INTENT

The City of St. Petersburg, Florida (“City”) is soliciting responses from multiple qualified Contractors interested in providing continuing services as detailed below for Projects located at various locations City-wide.

The services being requested will include, but not limited to the Work Categories listed below and may be funded by the City, by FDOT, by FHWA, by other agencies or by a combination of funding sources. Projects funded in whole or part with non-City funds shall be designed in conformance with the funding agency’s requirements – i.e., FDOT, and/or FHWA.

One or multiple qualified Contractors may be selected for each Work Category. Firms of varying size, ability and technical expertise are encouraged to submit Proposals. Contractors are encouraged to submit Proposals for all Work Categories for which they are qualified and use subcontractors to submit Proposals for any Work Categories they wish to pursue.

SCOPE OF SERVICES

1. Contractor shall complete Work as defined by providing all labor, materials, supervision, tools, equipment, and vehicles necessary for the Work Categories and other associated/related work at various locations throughout the City, as directed by the Engineer. Work may occur within public rights-of-way and/or at City facilities.

All services provided by one or more selected Contractors will be pursuant to a contract between the selected Contractor and the City.

Contractor shall be responsible for obtaining all necessary permits, licenses, and other authorizations required to complete the Work. Work will conform with applicable City, State, and Federal standards.

2. Work Category #1: Polyurethane Injection

Contractor shall provide construction services, including but not limited to:

Subterranean injection of single or multi-part polyurethane material to fill voids or stabilize and/or strengthen in-situ soils.

3. Work Category #2: Grout Injection

Contractor shall provide construction services, including but not limited to:

Subterranean injection of chemical, cementitious, or other grout material to fill voids or stabilize and/or strengthen in-situ soils.

4. Work Category #3: Structure Stabilization and Leak Sealing

Contractor shall provide construction services, including but not limited to:

Subterranean injection of acrylic, polyurethane, epoxy or cementitious material to stabilize and/or seal structures or pipes.

5. Insurances, Licenses, and Certifications

- (1) Contractor must have, or have the ability to obtain, any required licenses and certifications and the minimum insurance requirements to perform the Work in St. Petersburg, Pinellas County; and maintain them for the duration of the Agreement.
- (2) Where site conditions dictate for specific Projects, the City may require that the Contractor conduct background investigations and submit documentation to the Engineer, or submit documentation of additional insurance requirements, in order to perform the Work.

TERMS OF AGREEMENT

The initial term of agreement will be for three years with one two-year renewal period by mutual agreement of the parties.

Work to be performed under this Contract will be defined on a project-by-project basis and shall comply with the technical specifications provided by the City.

Pricing will be negotiated for each Project, and Work shall commence by the issuance of a Field Order. There is no limitation on the dollar amount of any individual project awarded under this Contract. No minimum amount of work is guaranteed under this Contract.

A Public Construction Bond shall be required for each Field Order in an amount equal to 100% of the anticipated Project price.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Scott D. Chapman of Cortland, NY

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 13th day of October, 2023.

Attested and Certified



Regan A. Shulman, Secretary

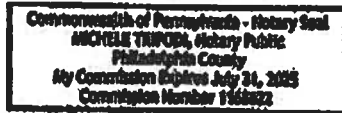


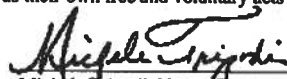
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 13, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this ___ day of _____, 20___.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*



City of St. Petersburg, Florida

Engineering & Capital Improvements Department

Contract Standards: General Conditions for Field Orders v.007529676

July 2024

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GENERAL CONDITIONS

ARTICLE G-1 DEFINITION OF TERMS

In addition to the terms set forth in the Agreement, the following terms as used in the Contract are respectively defined as follows:

ALTERNATES – Bid price for additive or deductive items to the Base Bid in the Proposal.

BID – The solicitation response the Contractor submitted in response to an Invitation for Bids on the prescribed proposal form setting forth the prices for the Work to be performed.

BUSINESS DAYS – Every day other than Saturdays, Sundays, or City-designated holidays.

CHANGE ORDER – A written order to the Contractor prepared by the City, executed as required by the Contract, describing, authorizing and recognizing a change in the Work, an adjustment in the prices for the Work set forth in the Bid or Quote, and, if applicable, an adjustment to the Field Order Completion Time. A Change Order may be utilized to substitute work at no cost, to authorize additional (extra) work or to authorize the deduction of work. A Change Order signed by the Contractor indicates its agreement therewith.

CITY INSPECTOR – Duly authorized project representative assigned by the Manager, Engineering Construction. The City Inspector may be a City employee or an employee of a Design Professional employed by the City.

DESIGN PROFESSIONAL – The person or entity under separate contract with the City to provide Engineering/Architectural services, and, if noted at the pre-construction conference, may provide construction administration, construction inspection, or other project-related services for the Project.

ENGINEER – The Director of the City Engineering & Capital Improvements Department, or an authorized representative.

FIELD ORDER – A document (i) authorizing the Contractor to proceed with work defined in a single Work Order or multiple Work Orders, (ii) establishing the date on which the Contractor is to commence performance of the Work, and (iii) providing a timeline for completion of that Work. Field Orders are assigned a unique number for recordkeeping purposes.

FINAL PAYMENT – The final payment made by the City after Final Completion has been achieved by the Contractor. Final Payment releases all moneys due to the Contractor for Work performed under a Field Order.

FINAL COMPLETION – Completion of all work required under the Contract for each Field Order to the satisfaction of the City. Completion includes not only construction of Work but also the completion of the Punch List items, which may include submittal of as-built drawings approved by the City, warranty documents, Operation and Maintenance Manuals, and all other documentation required by the Contract.

LAWS – All federal, state, and local statutes, rules, regulations and ordinances, the federal and

state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue.

MANAGER, ENGINEERING CONSTRUCTION – Duly authorized representative of the Engineer.

NOTICE TO PROCEED – Official written notice provided by the City to the Contractor for each annual period of the Contract, upon which the Contractor shall be prepared to initiate commencement of the Work under the Contract upon receipt of Field Order(s).

PAY ITEMS – Descriptions of specific work, methods of measurement, and basis of payments outlined either (i) in the bid form attached to the Invitation to Bid or (ii) in the Work Order, and used by a Bidder or Contractor to determine the total bid price or the price for a Quote, as applicable.

PLANS/CONTRACT PLANS – All Field Orders, Work Orders, Worklists, and associated combination of City atlas maps, GIS maps, drawings, and City surveyor established vertical/horizontal control data furnished by the City describing the scope, extent, character, and location of the Work related to each Field Order, Work Order, or Worklist within the overall Project, and which form the basis of the Contractor's As-Built Drawings/Records. City Standard Details are also included with the Plans by reference.

PUNCH LIST – a final comprehensive list of items to be completed or corrected after Substantial Completion and prior to final payment, including the estimated cost to complete each item on the list. Said estimated cost shall be in accordance with the approved schedule of values.

QUOTE- A document containing the Contractor's proposed cost to perform the Work, including the furnishing of materials and labors.

SAMPLES – Physical examples which illustrate materials, equipment, or workmanship and established standards by which the Work will be judged.

SCHEDULE OF VALUES – A breakdown of costs for the various construction activities associated with each pay item in the Solicitation or a Quote.

SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work required by the Contract.

SOLICITATION – All documents included in the solicitation issued by the City for the Work. In an Invitation to Bid, this includes but is not limited to the Invitation to Bid, and Instructions to Bidders, and any addenda thereto; in a Request for Qualifications, this includes but is not limited to the Statement of Qualification Requirements.

SOLICITATION RESPONSE – The Bid or Statement of Qualifications.

SPECIFICATIONS – Those portions of the Contract consisting of written technical descriptions of, and requirements applicable to materials, equipment, construction systems, standards and workmanship as applied to the Work, and all administrative details, procedures and requirements. Specifications include all divisions herein.

STATEMENT OF QUALIFICATIONS – The solicitation response the Contractor submitted in response to a Request for Qualifications on the prescribed proposal form setting forth the Contractor's qualifications for the Work to be performed.

SUBCONTRACTOR – A Subcontractor is a person or entity who has a contract with the Contractor to perform any of the Work at the site.

SUBSTANTIAL COMPLETION – The stage in the progress of the Work set forth in a Field Order when the Work is sufficiently complete in accordance with the Contract so that the City can occupy or utilize the Work for its intended use. Substantial Completion is further defined in the Contract Documents.

SUPERINTENDENT – Contractor employee in charge of and responsible for the coordination all Contractor field personnel, construction crews and Subcontractors which perform work under the Project. Superintendent shall be available to the Engineer at all times and meet all of the qualifications required as part of the Contract Documents.

SURETY – The corporate body which is bound with and for the Contractor and which engages to be responsible for its payment of all debts pertaining to, and for its acceptable performance of, the Work for which it has contracted.

WORK – The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

WORKLIST – A tabulated list comprised of a single Work Order or multiple Work Orders and associated utility asset data.

WORK ORDER – A document attached to a Field Order detailing work to be performed. Work Orders are assigned a unique number for recordkeeping purposes.

ARTICLE G-2 REPRESENTATIONS AND WARRANTIES

Execution of the Contract by Contractor is a representation that the Contractor is familiar with the Project site, is familiar with the local conditions under which the Work is to be performed, and that it has correlated personal observations with the requirements of the Contract. Familiarity with the Project site and local conditions includes, without limitation: (1) the condition and layout of the Project site and surrounding locale, including marine and subsurface conditions; (2) available labor supply and costs; (3) available subcontractors and suppliers; (4) the prevailing climate, including the impact on construction operations of rain, and other weather events, based upon averages documented by the National Weather Service; (5) available material and equipment and related costs; and (6) other similar issues. Contractor may not make any claim whatsoever for additional time or money arising from its failure to familiarize itself with the Project site in accordance with the representations set forth in this Article.

Contractor has informed the City, and hereby represents to the City, that it has experience in performing work similar to the Work identified in the Contract, and that it is well acquainted with the components that are properly and customarily included within such a Project and the requirements of applicable Laws including but not limited to building, labor, safety, licensing or environmental Laws and local building codes, building standards, and trade practices affecting the Project. The City agrees to furnish or approve, in a timely manner, information required by

the Contractor.

The time limits stated in the Contract are of the essence.

ARTICLE G-3 PROJECT SCHEDULE

The Contractor shall comply with the requirements of the article headed "Project Schedule Documentation" of the Technical Specifications, Section 1 - General.

ARTICLE G-4 INTENT AND USE OF THE CONTRACT

4.1 Relationship Between Documents

The Contract comprise the entire Contract between the City and the Contractor concerning the Work. They may be altered only by a modification. The Specifications are accompanied by the Plans which are duplicates of Plans on file with the City Engineering & Capital Improvements Department.

The documents comprising the Contract are complementary; what is called for by one portion is as binding as if called for by all portions. The table of contents, titles and headings contained in the Contract are solely to facilitate reference to pertinent provisions of the Contract, and shall in no way affect the interpretation of the provisions to which they refer. Further, in the event any particular parts of the Contract are found to be unenforceable, no such event shall affect the enforceability or applicability of any other parts of the Contract.

In the event a conflict between the Plans and the Specifications arises, the Contractor shall notify the Engineer who shall interpret and rule on the true intent.

4.2 References to Other Documents

Reference to standard specifications, manuals or codes of a technical society, organization or association, or to the code of a governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of the Bids or issuance of a Request for Qualifications, as applicable, unless otherwise specifically stated and shall be as binding as other Project Specifications. However, no provision of a referenced standard specification or manual (whether or not specifically incorporated by reference in the Contract) shall change the duties and responsibilities of the City, or the Contractor or any of their agents or employees from those set forth in the Contract.

When used in the Contract, the following abbreviations have the meaning shown unless stated otherwise:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASHRAE	American Society of Heating, Refrigerating, & Air Conditioning Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preserver's Association

AWS	American Welding Society
AWWA	American Water Works Association
CISP	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
DEP	Department of Environmental Protection, State of Florida
DIPRA	Ductile Iron Pipe Research Association
DOT or FDOT	Department of Transportation, State of Florida
DOT-SSRBC or FDOT-SSRBC	Department of Transportation, Standard Specification for Road & Bridge Construction (English Units)
FDEP	Florida Department of Environmental Protection
FHWA	Federal Highway Administration
FM	Factory Mutual
EPA or USEPA	United States Environmental Protection Agency
IEEE	Institute of Electrical and Electronics Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NSF	NSF International
OSHA	United States Department of Labor, Occupational Safety and Health Administration; and Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
SBCCI	Southern Building Code Congress International
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories, Inc.

4.3 Contract Document Ownership

Neither the Contractor nor a Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire title to or ownership rights in the Plans, Specifications, or other documents (or copies of same) prepared by or through the City and they shall not reuse them in whole or in part, on extensions of this Project or on another project without prior written consent of the City including any specific written verifications or adaptations.

4.4 Intent of the Plans

It is the intent of the Plans to provide the Contractor the best information available regarding the location and layout of the existing and proposed utilities. The Contractor shall carefully use this information and conduct exploratory excavations to verify the locations of existing utilities where any excavation is required.

4.5 Intent of the Specifications

The intent of the Specifications is to provide the Contractor with the best practical information regarding the quality of materials and work to be performed at the site. Contractor shall be responsible for ensuring that the material standards required are met and that the manner of performing all work is of the highest quality.

4.6 Intent of the Contract

It is the intent of the Contract to describe a complete Project to be constructed in accordance with the Contract. All work that may reasonably be inferred from the Specifications or Plans as being required to produce a complete and functional result shall be supplied whether or not it is specifically mentioned. When words which have a well-known technical or trade meaning are used to describe the Work, materials or equipment, in all cases those words shall have that meaning.

The apparent silence of the Specifications as to any detail, or the omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to be used, and that only materials and workmanship of the best quality shall be used, and interpretation of the Specifications shall be made upon that basis.

Payment for the items quoted in the Bid or Quote shall also include all costs of any other work, materials and equipment necessary to make the Work complete with the intent of the Project. Work not specified, but involved in carrying out their intent or in the complete and proper execution of the Work is required, and shall be performed by the Contractor as though it was specifically delineated or described.

4.7 Record Documents

The Contractor shall maintain in a safe place at the site one (1) record copy of all Plans, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarification in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Engineer for reference.

4.8 Records Retention

The Contractor shall keep and maintain complete records related to this Contract during the term of the Contract, through the guarantee period identified in ARTICLE G-45, GUARANTEE PERIOD and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. All records shall be kept and maintained in accordance with generally accepted accounting principles.

ARTICLE G-5 OMISSIONS OR ERRORS IN THE CONTRACT

Should anything be omitted from the Contract Plans or Specifications which is necessary to permit a clear understanding of the Work, or should there be any error in any of the various instruments furnished, the Contractor shall not perform the Work and shall immediately notify the City of such omissions or errors. Upon receipt of such notification, the City will respond accordingly.

In the event of the Contractor's failure to follow this procedure, it shall make good any damage to or defect in its work caused hereby. The Contractor will not be allowed to take advantage of any omission or error on the Plans, as full instructions will be furnished by the City regarding the intent of the Contract.

ARTICLE G-6 INTERPRETATIONS

When, during the course of the progress of the Work, a question arises as to the intent of the Contract, the scope of Work to be performed, or the labor or materials to be supplied, such questions shall, prior to the Work being performed, be referred to the Engineer for formal determination. All such referrals must be made prior to the Work being performed. Any Work performed prior to receipt of written instruction shall be considered to have been performed outside the scope of the Contract and performed at no cost to the City.

If, upon the receipt of a question concerning the Work, the Engineer determines that the Work referred to must be performed by the Contractor at no increase in price to the Contract, the City Inspector will issue an interpretation on a form entitled "Field Order", which upon issue, shall be signed by the Contractor acknowledging receipt. In the event the Contractor disagrees with such an interpretation, it must register a protest by Certified Mail with the Engineer within ten (10) days following the date of issuance of the Field Order by the City Inspector. However, the Contractor shall immediately proceed with the instruction given in the Field Order.

If, upon receipt of a question concerning the Work, the Engineer determines that the Work referred to lies outside the Contractor's scope of Work, the Engineer will not issue a Field Order but rather will initiate the procedures for the execution of a Change Order as specified in ARTICLE G-34, CHANGES IN THE WORK.

Interpretations of the requirements of the Contract may be issued as Field Orders by the Engineer or the City Inspector at any time during the course of the construction. The Contractor, at all times, is required to immediately execute the instructions of all issued Field Orders.

ARTICLE G-7 APPLICABLE LAWS AND REGULATIONS

The Contract shall be governed by the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Contractor and the Work shall comply at all times with all applicable Laws. If the Contractor finds that the Work is or may be in conflict with applicable Laws, the Contractor shall give, prior to performing such Work, the City prompt written notice, specifying each conflict. Upon receipt of such notice, if warranted, the City will eliminate each conflict by issuance of an appropriate Change Order.

Contractor is required to be familiar with the Laws applicable to the Work. If Contractor performs any Work contrary to such Laws, the Contractor shall bear sole liability for all consequences.

ARTICLE G-8 ROYALTIES AND PATENTS

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

If a particular invention, design process, product or device is specified in the Contract for use in the performance of the Work and if to the actual knowledge of the City its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract.

The Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties (as hereinafter defined) from and against any and all Claims (as hereinafter defined), including but not limited to costs, expenses and attorneys' and experts' fees at trial

and on appeal, whether or not a lawsuit is filed, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, the infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device.

ARTICLE G-9 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable Laws, and existing building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U. S. Department of Labor, to the extent that such provisions are not in contravention of applicable Laws and the Accident Prevention Manual, City of St. Petersburg, Florida.

ARTICLE G-10 PUBLIC CONVENIENCE AND SAFETY

10.1 Requirements for the Protection of the Work, Personnel, and Property

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent and mitigate damage, injury or loss resulting from its construction activities to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, and all materials and equipment to be incorporated therein, whether installed, in storage on or off the site under the care, custody or control of the Contractor or any of its Subcontractors or Sub-Subcontractors;
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give all notices and comply with all applicable Laws bearing on the safety of persons or property of their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities.

No Contractor shall cut away any timber, dig under any foundations or into any walls or other parts, or in any case allow the same to be done without the full knowledge and consent of the City, and shall be held responsible for any damage resulting from any violations of the provisions of this clause. Approved excavation under foundations shall be backfilled concrete by and at the expense of the Contractor requiring such excavation.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable and for which the Contractor is responsible except damage or loss attributable to the acts or omissions of the City or anyone directly or indirectly employed by the City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor.

10.2 Public Convenience

The Contractor shall conduct its work so as to interfere as little as possible with private business or public travel. It shall, at its own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and it shall be liable for all damages occasioned in any way by its act or neglect or that of its agents or employees. The Contractor is responsible, where necessary, to provide temporary sidewalks for the safe passage of pedestrian traffic. The Contractor shall comply with the State of Florida Manual on Traffic Control and Safe Practices.

The Contractor shall cooperate with the City of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to underground or overhead utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately alert the occupants of nearby premises as to any emergency that the Contractor may create or discover at or near such premises. The Contractor shall then notify the City and the City or operator of the utility facility of the disruption and shall cooperate with the said utility City or operator in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

During all work under this Project, the Contractor, through the use of water or other City-approved means, shall institute a continuous dust abatement program to the extent that reasonable precaution shall be taken by the Contractor to prevent the emission of fugitive particulate matter into the atmosphere. Access to private property is to be maintained at all times. It is the Contractor's responsibility to develop construction schedules and methods to assure compliance with this requirement.

ARTICLE G-11 NOISE ABATEMENT

The Contractor shall comply with applicable Laws related to noise, including the City's noise ordinance.

ARTICLE G-12 WORK DAYS

Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays, and City-designated holidays. Should the Engineer approve the Contractor's performing work on Saturdays, Sundays, or City-designated holidays, and such work, in the Engineer's opinion, requires City inspection, the Contractor shall pay the City the amount of Four Hundred Dollars (\$400.00) per eight (8) hour day or fraction thereof for each City inspector so assigned. Should

it be desired to perform regular and continuous night work, the lighting, safety and other facilities which are necessary for performing such work at night must be provided by the Contractor, at its own cost and expense.

ARTICLE G-13 NO WAIVER OF RIGHTS

No inspection, orders, measurements, or certificates made by the Engineer, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the City, shall operate as a waiver of the conditions of this Contract, or of any right to damages herein provided for. No waiver of one breach of the Contract shall be construed as a waiver of another breach.

Should an error be discovered in the partial or final estimates, or conclusive proofs of defective work or materials used by the Contractor be discovered after the Final Payment has been made, the City reserves the right to claim and remove by process of law such sums as may be sufficient to correct the error or make good the defect in the Work and materials.

ARTICLE G-14 SEPARATE CONTRACTS

The City reserves the right to let other contractors do other work in connection with the Work. The Contractor shall afford such other Contractors or the City reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly coordinate its work with theirs.

ARTICLE G-15 COORDINATION OF THE WORK

It shall be the responsibility of the Contractor to set the pace of the Work and coordinate the Work of any and all other contractors, Subcontractors, and private utilities working at the site. The cost associated with those efforts shall be incorporated into the various Bid or Quote prices for the Contractor's work.

This coordination shall include sufficient notifications of each of the other Contractors when they must be at the site to initiate portions of their work. These notifications should be logged by the Contractor in a construction log book.

Each contractor shall afford other contractors, Subcontractors and private and public utility companies reasonable opportunity for the introduction or storage of their materials and the execution of their work. Any contractor failing to do so shall be responsible for all damages or other costs associated with delays in work precipitated by such failure. If the City is performing work with the City employees, the Contractor shall provide reasonable opportunity to the City for the introduction and storage of materials and equipment and the execution of work. The Contractor shall properly connect and coordinate its work with the work of all other forces at the site.

If any part of a contractor's work is preceded by the work of the City, utility companies or any other Contractor, it shall, prior to the initiation of its work, inspect such other work and report to the Engineer any defects which render it unsuitable as related to its work. Failure by any Contractor to make such inspection shall constitute its acceptance of the other work as fit and proper for the reception of its work; except as to hidden defects or defects which may develop in the other work at a later date.

The Contractor shall do all cutting, fitting, and patching of its work that may be required to properly integrate it with work performed by other forces. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering such work, and shall only cut or alter such work with the consent of the entity whose work will be affected.

ARTICLE G-16 CONFERENCES AND CORRESPONDENCE

16.1 Pre-construction Conference

As soon as practical after the execution of the Contract occurs, a pre-construction conference will be scheduled to receive the Contractor's proposed construction schedule; to verify or clarify procedures for handling Shop Drawings and other submittals, to explain the procedure for processing Contractor's pay estimate forms; and to establish a general understanding among all persons who will be engaged in the construction activities. This conference shall be attended by responsible individuals, representing the City, the Contractor and the Contractor's Subcontractors. The City will designate the time, date and place for this conference.

16.2 Correspondence to the Contractor

The business address given at the pre-construction conference shall be designated as the place where all notices, letters, and other communication shall be served, mailed to or delivered.

16.3 Correspondence to the City

The business address for correspondence to the City after the Notice to Proceed shall be determined at the pre-construction conference.

ARTICLE G-17 CONSTRUCTION MEANS AND METHODS

Unless otherwise expressly provided in the Contract, the means, methods, techniques, sequences and procedures of construction shall be as such as the Contractor may choose; subject, however, to the City's right to reject means and methods proposed by the Contractor which will not produce the finished Work in accordance with the terms of the Contract or does not meet the highest standards of workmanship of the industry. The City may also direct means or methods more stringent than those proposed by the Contractor in the interest of alleviating hazards of the Work to persons or to property.

The approval or lack of approval by the City of the Contractor's means or methods of construction or the City's failure to exercise the right to reject such means and methods, shall not relieve the Contractor of its obligation to accomplish the result intended by the Contract; nor shall the exercise of, or failure to exercise such right to reject, create a cause of action for damages.

The Contractor shall be responsible to the City for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor.

ARTICLE G-18 CONTRACTOR'S OBLIGATION TO PERFORM

The Contractor's obligation to perform and complete the Work in accordance with the Contract shall be absolute. No payment, act or statement by the City or by an employee or agent of the

City for the duration of the Contract shall constitute an acceptance of work not in accordance with the Contract, nor shall it constitute a release of the Contractor's obligation to perform the Work in accordance with the Contract.

The Contractor agrees that work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion within the time specified. It is expressly understood and agreed by and between the Contractor and the City that based upon the Contract Price, the time for the completion of the Work is a reasonable time for the completion of the same.

Should the Contractor cause damage to any other contractor on the Work, the Contractor agrees, upon due notice, to attempt to settle or otherwise resolve the claim with such Contractor. If such other contractor sues the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall defend such proceedings at its own expense, and if any judgment against the City arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the City.

ARTICLE G-19 RESPONSIBILITY OF THE CITY

19.1 Contractual Representative

The office of the Engineer and its designees will be the City's sole representative during construction. In the event that the City has hired an engineering or architectural firm to provide construction-related services for this Project, the City will designate a representative during construction at the pre-construction conference.

19.2 Issuance of Change Orders and Field Orders

Through the issuance of Field Orders and Change Orders, the Engineer shall be the final City interpreter of the requirements of the Contract and the judge of the adequacy of the Work performed. The office of the Engineer will furnish, with reasonable promptness, such clarification, explanations or interpretations (Field Orders) of the Contract as are deemed necessary, which shall be consistent with the expressed or obvious intent of the Contract.

The office of the Engineer shall be the final judge as to the need for, the existence of, and the reasonableness of prices for extra work and deducted work.

No Field Orders or Change Orders can be issued by consultants hired by the City to provide construction-related services. These two forms can only be issued and/or executed by the authorized employees of the City.

19.3 Preparation of Additional Drawings

The City shall, if deemed necessary, furnish the Contractor further drawings as may be necessary to detail and illustrate the Work to be performed and the Contractor shall immediately conform its work to said drawings and said drawings shall become part of the Contract. Such drawings may also be issued as supplementary documents to either Field Orders or Change Orders.

ARTICLE G-20 CITY'S RIGHT TO DO WORK

The City reserves the right to furnish, at any time, materials and labor and to execute work, in addition to the Work of the Contractor, as the City may desire. Further, the City reserves the right to furnish, at any time, such materials and labor, and to execute, with City forces, Work covered by this Contract at which time a Change Order deducting the Work may be prepared and properly executed.

ARTICLE G-21 CITY'S RIGHT TO STOP OR SUSPEND WORK

The City shall have the right to stop or suspend the whole or any part of the Work to be performed, when, in the opinion of the Engineer, the Contractor is not performing the Work in accordance with the provisions of the Contract. However, this right of the City to stop the Work will not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

If it becomes apparent to the City that the Work should be suspended due to weather conditions, the City shall have the right to suspend the Work in order to protect the integrity of the Work items being suspended. In the event this occurs, the City will issue a notice of suspension to the Contractor stating the reasons for the suspension and the date on which the Work shall be resumed. The Contractor shall resume the Work on the date so fixed and shall be granted an increase in the Field Order Completion Time equal to the number of days of the suspension.

ARTICLE G-22 MATERIAL AND EQUIPMENT DELIVERY

Shipments of material to be used by the Contractor in the Work shall be scheduled for delivery to the work site only during the regular working hours of the Contractor unless the Engineer approves delivery outside of the regular working hours of the Contractor. If a delivery must be made during other than the normal working hours of the Contractor, its authorized agent shall be on duty to receive such material. No employees or agent of the City shall be authorized or requested to receive shipments designated for the Contractor.

ARTICLE G-23 STORAGE OF MATERIALS

23.1 Proper Storage

All materials and equipment incorporated in the Work shall at all times subsequent to shipment from the production or warehouse facilities of suppliers, and prior to their installation in final locations designated, be stored in clean, dry storage facilities acceptable to the City. Adequate storage facilities shall be maintained by the Contractor for the duration of the Project. The Contractor shall bear sole responsibility for the security of all storage facilities, and shall provide ready access to the City during all periods that construction activities are in progress, as well as at other reasonable times. Materials that are improperly stored may be rejected by the City without testing. Materials shall be placed so that inspection may be made promptly.

23.2 Use of Premises

The Contractor shall confine its equipment, apparatus, the storage of materials, and the operation of its workers to the limits indicated by applicable Laws and the direction of the Engineer. The Contractor shall not unreasonably encumber the premises. The Contractor shall diligently guard and protect all work and materials.

23.3 Use of Chemicals

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

ARTICLE G-24 QUALITY OF MATERIALS AND WORKMANSHIP

All materials and equipment furnished under this Contract shall be as specified or required and of a domestic origin or manufacture (unless otherwise specified). In the absence of a particular specification, materials and equipment shall be the best of their respective kinds, of a model or type currently being manufactured, of new stock, unused and not deteriorated. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All Work contemplated and described shall be done in a good, substantial and workmanlike manner and shall be of the best quality.

ARTICLE G-25 SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL

Temporary sanitary conveniences for use by all persons employed on the Work shall be supplied and maintained by the Contractor during the period of construction, at Contractor's expense, in sufficient number, and in such places as required by the County Public Health Unit and shall be approved by the City. All persons connected with the Work shall be obliged to use them, and any employees found violating these provisions shall be discharged from performing Work pursuant to the Contract unless otherwise agreed to in writing by the City. All necessary precautions including the care of employees, shall at all times be satisfactory to the City.

ARTICLE G-26 SUBCONTRACTORS

26.1 Division of the Work for Contractors

Neither the divisions and sections of the Technical Specifications, nor the Bid or Quote, nor the organization and designations of the Plans shall control the Contractor in dividing the Work among Subcontractors, or delineating the Work to be performed by a specific trade.

26.2 Contractor's Responsibility for Subcontractors

Contractors shall be fully responsible for all acts and omissions of their Subcontractors, and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. The Contractor is responsible for payment to Subcontractors pursuant to those terms and conditions of their respective agreements. When notified by the City in writing of an alleged payment deficiency of a Subcontractor, the Contractor shall respond in writing within seven (7) calendar days, with concurrence of non-payment to a Subcontractor, or the reason(s) why payment has not been rendered.

26.3 City's Responsibility to Subcontractors and Material Suppliers

The City may furnish, at the City's discretion, upon written request from any Subcontractor or

other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account for specific work performed. The City may also furnish, upon request, a copy of the Contractor's Public Construction Bond or alternate form of security.

When placed on notice, by a Subcontractor, of a Contractor's failure to pay the Subcontractor for work performed and paid for by the City, the City shall give notice to the Contractor and the Surety, requesting a written explanation to include amounts paid to date.

26.4 Agreement with Subcontractors

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract, assumes toward the City. Each subcontract agreement shall preserve and protect the rights of the City under the Contract with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract, has against the City. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract. Contractor shall require that Subcontractors similarly make copies of applicable portions of such subcontract documents available to their respective proposed sub-subcontractors.

ARTICLE G-27 SMALL BUSINESS ENTERPRISE PROGRAM

Unless otherwise prohibited, Contractor agrees to be subject to and shall comply with the requirements for designating a percentage of the Work for small business enterprises (as defined in Section 2-232), or making a good faith effort to do so, as those requirements are set forth in Chapter 2, Article V, Division 4, of the St. Petersburg City Code, as may be amended from time to time (collectively, "SBE Requirements"). The SBE Requirements are hereby incorporated into the Contract as Contractor's obligations under the Contract. Accordingly, Contractor shall ensure that the Small Business Enterprise Percentage requirement set forth in the Qualification Requirements section of the Solicitation, including the cost of materials, goods and supplies, be performed or provided by City-certified Small Business Enterprises and comply with all other SBE Requirements. Failure to comply with the SBE Requirements will result in consequences for non-compliance set forth in Chapter 2, Article V, Division 4 of the St. Petersburg City Code, including but not limited to forfeiture of retainage. The City's written notice to Contractor of failure to comply with the SBE Requirements constitutes a good faith dispute made pursuant to the Contract.

ARTICLE G-28 CONTRACTOR'S EMPLOYEES

The Contractor shall employ a qualified resident Superintendent and only competent and skillful personnel to do the Work. In the event the City notifies the Contractor in writing that any person employed to perform work at the site is, in the opinion of the City, disobedient, intemperate, incompetent, disorderly or otherwise unsatisfactory, the Contractor, on receiving such notice,

shall immediately dismiss such person and shall not again employ that person on any part of the Work without the written consent of the City.

ARTICLE G-29 CONTRACTOR TO BE REPRESENTED

29.1 Office Supervision

The Contractor shall devote the office attention necessary to ensure the timely submission of schedules, progress estimates, Shop Drawings and samples of materials.

The Contractor shall devote the office attention necessary to ensure that materials are ordered with sufficient lead time to have them available at the site when needed to ensure that the Work progresses according to the progress schedule and in accordance with the Contract.

The Contractor shall further devote the office attention necessary to the Work to ensure that sufficient and properly skilled manpower is available and utilized at the site continuously to ensure that the Work progresses according to the progress schedule and in accordance with the Contract.

29.2 Field Supervision

The Contractor shall designate and keep on site at all times during the Work, a competent resident Superintendent, employed by the Contractor. Such designation shall be made at the pre-construction conference and shall include pertinent data as to address, phone numbers, etc. where said Superintendent may be contacted at any time of the day or night.

The Superintendent shall not be replaced without written notice and approval by the City except under extraordinary circumstances. Upon approval by the City of such change, all pertinent data (as stated previously in this section) shall be given by the Contractor to the City regarding the replacement.

The Superintendent will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

ARTICLE G-30 TESTS AND INSPECTIONS

30.1 Tests of Materials

The Contractor shall give the City timely notice of readiness of the Work for all inspections, tests, concurrence and acceptance for which the City's presence is mandated by the Contract.

If any Work required to be tested or inspected, is covered contrary to the written directive of the Engineer, it shall, if requested by the City, be uncovered for observation and recovered at the Contractor's expense.

If any applicable Laws require Work (or some part) to specifically be inspected, tested or approved, the Contractor shall have sole responsibility to ensure such inspection is performed by approved organizations and pay all costs for inspection.

In the event that the results of a test observed by the City indicates that the materials, equipment and/or workmanship, failed to demonstrate adequacy or reasonable expectation of the necessary function, the Contractor at its expense shall immediately undertake corrective action.

Upon completion of corrective action, the Contractor shall re-test in the presence of the City. This procedure shall be repeated as often as necessary, until all facilities constructed under this Contract have successfully demonstrated their ability to perform the functions for which they were designed and installed.

The Contractor shall furnish without cost to the City, manufacturers' certificates of conformity of materials to the Specifications as may be required by the Engineer.

The City may, at random, select samples of materials from the job in order to have same tested by a laboratory selected by the City, at the City's expense. If samples selected by the City do not conform to the Specifications, the entire lot from which the samples were taken will be rejected. All samples will be collected by the Engineer or its representative and shall be furnished by the Contractor without cost to the City. The City will be responsible for the cost of making all such tests, at no charge to the Contractor. All re-test of materials, including density tests and bacteriological tests, will be at the expense of the Contractor.

30.2 Inspections

Neither observations, nor tests, nor inspections by authorities so empowered, or approvals by the City or others so empowered, shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract.

30.3 Defective Work

When ordered by the Engineer, the Contractor shall promptly, either correct all defective work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective work.

If the Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work as required by the City, or if the Contractor fails to perform the Work in accordance with the Contract, or if the Contractor fails to comply with any other provision of the Contract, the City may correct and remedy any such deficiency. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

The expense so charged will be deducted and paid out of such moneys as are or may become due under this Contract; or, if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary moneys, they shall be provided by its Surety. In exercising the rights and remedies under this Article the City shall proceed expeditiously.

To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere.

The Contractor shall allow the City, the City's representatives, agents and employees such access to the site as may be necessary to enable them to exercise the rights and remedies

under this Article. All direct, indirect and consequential costs of the City exercising such rights and remedies will be charged against the Contractor in an amount approved as to reasonableness by the Engineer, and a Change Order will be issued incorporating the necessary revisions to the Contract with respect to the Work. The City shall be entitled to an appropriate decrease in the Contract Price and if parties are unable to agree as to the amount thereof, the City may make a claim. The Contractor shall not be allowed an extension of the Field Order Completion Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.

ARTICLE G-31 UNCOVERING OF WORK

31.1 Uncovering Work Requiring Prior Inspection

If any portion of the Work should be covered contrary to the prior request of the City or to requirements specifically expressed in the Contract, it must, if required in writing by the City, be uncovered for observation and shall be replaced at the Contractor's expense.

31.2 Uncovering Work Not Requiring Prior Inspection

If any portion of the Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work is found not to be in accordance with the Contract, the Contractor shall pay such costs unless it can be proven to the City that this condition was caused by the City or a separate contractor in which event the City or the separate contractor shall be responsible for the payment of such costs.

ARTICLE G-32 UNFORESEEN SUBSURFACE CONDITIONS

Requests by the Contractor for additional compensation relating to unforeseen subsurface conditions shall be limited to those differing materially from the Contract and other reports, information and data made available to the Contractor by the City or which can be judged as being reasonably unforeseeable by the Contractor. However, the Contractor shall notify the City within 24 hours upon encountering any unforeseen subsurface conditions and shall have the written approval of the City prior to the execution of any such work.

ARTICLE G-33 SUBSTITUTIONS DURING CONSTRUCTION

Subsequent to the signing of the Contract and by reason of conditions of availability, time of delivery or other element of supply, the Contractor may offer substitutions for the standards stipulated in the Contract. The decision to accept any such offer of substitution shall however lie solely with the City who will not only consider availability and time of delivery, but will also consider the aesthetic value of the proposed substitution, general differences in the knowledge of the product, the quality, efficiency, history of performance, operating costs, and also any architectural, engineering, inspection, testing or administrative expenses. Any adjustments in Contract Price and/or Field Order Completion Time shall be executed by appropriate Change Order. It shall be the intent herein that savings in cost which result from substitution subsequent to the signing of the Contract shall accrue in major part to the advantage of the City.

ARTICLE G-34 CHANGES IN THE WORK

34.1 Scope

The Contract Documents provide for a broad scope of work which represents the general nature of the type of work that the Contractor may be requested to perform under this Contract. When a Field Order is issued, it will include a Work Order, or multiple Work Orders, containing a specific description of the Work to be performed. Outstanding Work issued to the Contractor may be increased, decreased, and/or altered. Changes will be made in writing by the Engineer through a Change Order.

34.2 City's Right to Request Change Orders

The City may, without invalidating the Contract, order the Contractor to perform changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Field Order Completion Time being adjusted accordingly. All such changes in the Work must be authorized by a Change Order and shall be performed under the applicable conditions of the Contract. A Change Order may also be issued by the City for a change in Contract Price or for the substitution of items of work at no net change to the Contract Price. In such an event, the Change Order shall contain the values of the Work items being substituted. Notwithstanding the foregoing, an increase in the Contract Price requires an amendment to the Agreement executed by Contractor and the City.

34.3 Recognition of Extra Work

Claims for extra compensation by the Contractor shall not be recognized and shall not be valid unless the Contractor has in its possession prior to the Work being performed, a properly executed Change Order including the extra work or a Field Order identifying the work. In the event the Contractor fails to obtain a written Field Order or Change Order prior to the said work being performed, the City will not be obliged to receive after-the-fact requests from Contractors for extra compensation and the said work shall be considered to have been performed within the scope of the Contract and performed at no cost to the City. Notwithstanding the foregoing, an increase in the Contract Price requires an amendment to the Agreement executed by Contractor and the City.

34.4 Determining Change Order Prices

The following method shall be used to determine the price of Change Order items:

If the Change Order involves items not listed on the original Bid or Work Order, the Contractor must present the City with price quotes for the proposed Change Order items, on the basis of the cost of the Work plus a fee for overhead and profit. These quotes may be requested by the City either in terms of unit prices or as lump sum prices. The City retains the right to request and negotiate itemized pricing details for labor, mark-ups and fees as required to reach an agreement.

34.5 Disputes Regarding Change Order Prices

In the event that no agreement as to price can be arranged between the City and the Contractor for either extra work or for work to be deleted, the Engineer may, utilizing recognized cost data guidelines as a basis, determine and set a fair price for the Work and materials at issue. The

Engineer's decision shall be final and binding upon all parties so concerned. If a Contractor does not agree with the determination of the Engineer, the Contractor shall immediately proceed with the Work, but may do so under written protest. In the event this occurs, the provisions of ARTICLE G-47, CLAIMS AND DISPUTES apply.

34.6 Contractor's Right to Request Change Orders

If the Contractor wishes to make a claim for an increase in the Contract Price due to events outside its control, it shall give the City written notice thereof within five (5) calendar days of the event giving rise to the Contractor's claim. No such claim shall be valid unless so made. Any change in the Contract Price resulting from such claim shall only be authorized by a properly executed Change Order.

If the Contractor elects to initiate a request for a Change Order, it is cautioned that no work relating to the request may be performed prior to issuance of a written Change Order. No oral communications, whether offered directly as confirmation of previous discussions or as hearsay will be acceptable with the exception of emergency work as outlined in Section 34.7 below.

34.7 Monetary Compensation for Delays

Requests for additional monetary compensation due to delays by the City, other Contractors working at the site, private utility companies, and unforeseen conditions, will not be considered by the City, including extended or unabsorbed home office overhead, adverse business or operational impacts, or field-related overhead not included in the lump sum or unit prices bid or Quote.

34.8 Unauthorized Work/Emergency Work

Additional work performed without a properly executed Change Order or written Field Order identifying the additional work will not entitle the Contractor to an increase in the Contract Price or an extension of the Field Order Completion Time, except in the case of clear and present emergency where the work must be performed immediately. However, in the case of a present emergency, the Contractor shall obtain approval from the Engineer prior to executing the Work.

34.9 Preparation of Change Orders

The Engineer is authorized to approve Change Orders for the City. If the exact scope of work for the proposed Change Order can be delineated and all prices are agreed to between the Contractor and the City, the scope and price are both to be entered on the Change Order form. When so completed and signed by both parties, the signed Change Order gives the Contractor immediate approval to proceed with the proposed work items.

If the scope of the proposed work can be delineated but the price cannot be agreed immediately, a Field Order may be issued by the Engineer describing the proposed work items and requesting a written proposal from the Contractor. In this case, the Contractor may proceed with the Work until the requested proposal is received by the City from the Contractor and is approved by the City through the issuance of a Change Order authorizing the Contractor to proceed with the Work.

If a Change Order involves an increase or decrease in the Field Order Completion Time, the Change Order may also be utilized to grant changes in the Field Order Completion Time and

completion date if it can be shown that the critical path of construction has been altered by the Work covered by the Change Order.

34.10 Changes in Field Order Completion Time

The Field Order Completion Time may only be extended by a Change Order. The Contractor shall notify the Engineer in writing of any request for a time extension within five (5) calendar days of each occurrence. An increase in the Field Order Completion Time of performance may be granted by the City if the Contractor demonstrates to the satisfaction of the Engineer that:

- A. The delayed activity is critical relative to the Contract completion date;
- B. A delay in the Field Order completion is unavoidable by the Contractor.

In general, if the above conditions are met, additional time may be granted for the following reasons:

- A. Extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date;
- B. Labor disputes or strikes not the fault of the Contractor;
- C. Change in scope of the Contract.

The determination made by the Engineer on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor or its material men, manufacturers, and dealers to submit or furnish approved Shop Drawings, materials, fixtures, equipment, appliances, or other material or required submittals on time or failure of Subcontractors to perform their work shall not constitute a basis for extension of time. Delays caused by the Contractor's failure to manage, coordinate, or organize the Work, or evaluate the site conditions shall not constitute a basis for extension of time.

ARTICLE G-35 SHOP DRAWINGS AND SUBMITTALS

35.1 Shop Drawings – General

The Contractor shall submit a list to the City showing manufacturers and equipment suppliers it proposes to use.

Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Manufacturer's catalogs, pamphlets, descriptive literature, and performance and test data, may be considered only as supportive to required Shop Drawings as defined above.

Shop Drawings shall be checked and coordinated with the Work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Shop Drawings submitted without this stamp of approval shall be returned to the Contractor for resubmission.

Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to

the title block. The title block shall display the following:

- A. Number and title of the drawing;
- B. Date of drawing or revision;
- C. City Project name and Project number;
- D. Name of Contractor and Subcontractor submitting drawing;
- E. Clear identification of contents and location of the Work;
- F. Specification section title and number;
- G. Shop Drawing submittal number.

If Shop Drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in its letter of transmittal. If acceptable, proper adjustment in the Contract Price may be implemented where appropriate. If the Contractor fails to describe such variations, it shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such Shop Drawings have been reviewed.

Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data. Where data on materials and equipment show various classes, sizes or options, the Contractor shall clearly indicate what is being furnished.

For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. Each data submittal on materials and equipment shall have a cover page with a blank area 3-1/2 inches by 3-1/2 inches. The cover page shall display the following:

- A. Number and title of the data submittal;
- B. Date;
- C. City Project name and Project number;
- D. Name of Contractor and Contractor's approval stamp;
- E. Specification section title and number;
- F. Data submittal number.

Only the Engineer will utilize the color "red" in marking submittals.

35.2 Requirements

The Contractor shall submit to the Engineer for review and approval, such Shop Drawings, test reports and data on materials and equipment (hereinafter in this Article called Data), and material samples (hereinafter in this Article called Samples) as are required for the proper control of work, including but not limited to, those working drawings, Shop Drawings, Data and Samples

for materials and equipment specified elsewhere in the Specifications and on the Plans.

Within thirty (30) calendar days after the Effective Date, the Contractor shall submit to the Engineer a complete list of preliminary items for which Shop Drawings, Data and Samples are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way, expressed or implied, relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract. This procedure shall precede submittal review of Shop Drawings, Data and Samples.

Shop drawings, Data and Samples (hereinafter in this Article called Submittals) shall be transmitted by a letter of transmittal. The letter of transmittal shall list the following information for each Submittal:

- A. City Project name and number;
- B. Number and title of Submittal(s);
- C. Name of manufacturer or fabricator;
- D. Submittal number as described below;
- E. Statement if Submittal deviates from the requirements of the Plans or Specifications.

Sequential page numbers shall be provided on Submittal pages, relating each page to the submitted number, as follows:

- A. The first page of the first item of the first transmittal shall carry the number 1.1-1. The prefix number 1 indicates an item covered in the first letter of transmittal. The suffix .1 (decimal one) indicates the first item in the list, and the -1 (dash one) indicates the first page of the Submittal covering item number one,
- B. Each particular separate item in the first transmittal package (for example, pipe, valves, fittings) should receive an individual Submittal number (1.1, 1.2, 1.3, etc.). If the first item is shown on four different pages, they should be numbered as follows: 1.1-1, 1.1-2, 1.1-3, and 1.1-4, and
- C. The first page of the first item submitted with the second Letter of Transmittal should carry the number 2.1-1.

Re-submittals should be indicated by following the above method with the inclusion of "R" and a sequential re-submittal number, for example 1.1R1, and 1.1R2 indicating the first and second re-submittal; the first page being 1.1R1-1, or 1.1R2-1, etc.

The Contractor shall maintain an accurate updated Submittal log and shall submit it with monthly pay requests. This log shall include the following items:

- A. Submittal description and number assigned;
- B. Date to Engineer;
- C. Date received by Contractor;
- D. Status of Submittal (approved/resubmit/rejected);

- E. Date of re-submittal and return (as applicable);
- F. Date material released (for fabrication), as applicable;
- G. Projected date of delivery to site;
- H. Status of O & M Manuals submittal.

The Contractor shall designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Submittals will be needed.

35.3 Contractor's Responsibility

Submittals shall indicate any deviations from requirements of the Contract. Failure of the Contractor to indicate such deviations shall make Contractor liable for not complying with Plans and Specifications.

Prior to preparation of Submittals, the Contractor shall determine and verify:

- A. Field measurements;
- B. Field construction criteria;
- C. Catalog numbers and similar information;
- D. Conformity with the Plans and Specifications.

The Contractor shall furnish the Engineer, if required, a schedule fixing the respective dates for the submission of Submittals, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

The Contractor shall not begin any of the Work covered by a Submittal returned for correction until a revision or correction thereof has been reviewed and returned to it approved, by the Engineer.

The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the Work prior to the completion of the review by the Engineer of the necessary Submittals.

The Contractor shall submit to the Engineer all Submittals and schedules sufficiently in advance of construction requirements to provide no less than fourteen (14) calendar days for checking and appropriate action from the time the Engineer receives them.

The Contractor shall furnish Submittals complete with transmittal, and descriptive or product data in a Portable Document Format (PDF) electronic file(s). Each PDF file shall contain a single submittal or group of related Submittals. The Contractor shall furnish Submittals with appropriate comments, mark-ups, and notations in any single color other than red. The Engineer will review the Submittal and return to the Contractor the same PDF file with the Engineer's stamp and appropriate review comments, mark-ups, and notations in the color red.

When each Submittal has been completed to the satisfaction of the Engineer and received by the Contractor, the Contractor shall print in color and furnish two (2) complete sets of each

Submittal to the Engineer.

35.4 Engineer's Review of Submittals

The Engineer's review of Submittals by the Contractor will cover only general conformity to the Specifications, and physical condition which affect the installation.

The review and approval of Submittals and schedules will be general, and shall not be construed:

- A. As permitting any departure from the Contract requirements;
- B. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
- C. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

If the Submittals describe variations, and show a departure from the Contract requirements which the Engineer finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or Field Order Completion Time, the Engineer may return the reviewed Submittals without noting an exception.

When reviewed by the Engineer, each of the Submittals will be identified as having received such review being so stamped and dated. Submittals noted "Not Acceptable" or "Revise and Resubmit" and with required corrections shown will be returned to the Contractor for the necessary revisions and re-submittal.

No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "rejected" until resubmitted.

Re-submittals will be handled in the same manner as first submittals. On re-submittals, the Contractor shall direct specific attention, in writing or on resubmitted Submittal, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make corrections required by the Engineer.

If the Contractor considers any correction indicated on the Submittals to constitute a change to the Plans or Specifications, the Contractor shall give written notice thereof to the Engineer.

The Engineer will review a submittal/re-submittal a maximum of two (2) times after which the cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the City under the terms of the Design Professional agreement with the City, and also all of the City's costs.

When the Submittals have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

ARTICLE G-36 CHANGES IN SHIPPED MATERIAL

36.1 Materials Requiring Submittal Approval Prior to Shipment

If, after the execution of the Contract, the City initiates a Change Order eliminating material or equipment for which approval has been given under Shop Drawing procedures, the Contractor may claim invoiced costs of that material or equipment if:

- A. Materials and equipment have been ordered and are in transit or are stored at the Project site or other authorized place and cannot be returned to the supplier for restocking. The Contractor may also claim invoiced charges for freight and storage. The total claim may not exceed the cost bid or quoted for “materials” on the Contractor’s Bid or Quote for that item;
- B. If the item can be restocked, the Contractor may claim reasonable costs for freight, storage, and restocking, but may not claim labor costs.

In the event such an event occurs involving materials and/or equipment in transit or in storage at the Contractor’s risk (i.e. Shop Drawing submittal approval was not obtained by the Contractor through the complete and successful Shop Drawings and/or sample submittal procedures where required by the Contract), the City will have the option to pay for such materials and/or equipment, thereby taking ownership, or of rejecting the claim. If the City rejects the Contractor’s claim, the Contractor shall be fully and solely liable for costs and final disposition of the materials and/or equipment involved.

36.2 Materials Not Requiring Submittal Approval Prior to Shipment

If, after the execution of the Contract, the City initiates a Change Order eliminating material or equipment for which Shop Drawing submittal and approval are not required by the City, the Contractor may claim invoiced costs of that material or equipment if:

- A. Materials and equipment have been ordered and are in transit or are stored at the project site and cannot be returned to the supplier for restocking. The Contractor may also claim invoiced charges for freight and storage. The total claim cannot exceed the cost bid or quoted for material on the Contractor’s Bid or Quote for that item. Materials or equipment paid for in this way shall become the property of the City;
- B. If the item can be restocked, the Contractor may claim reasonable costs for freight storage and restocking, but may not claim labor costs.

ARTICLE G-37 WORK IN INCLEMENT WEATHER

No work shall be done when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor, upon the direction of the Engineer, shall suspend all work indefinitely. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor at no cost to the City.

The Engineer shall have the authority to suspend work wholly or in part, for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other similar conditions considered unfavorable for the suitable prosecution of the Work, or for such time as is necessary due to the failure on the part of the Contractor to perform any or all provisions of the Contract. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall, at its own cost, take every precaution to prevent damage or deterioration of the Work performed and provide suitable temporary structures where necessary.

ARTICLE G-38 QUANTITIES OF WORK

38.1 Unit Price Items

For contracts administered through a Bid, for unit price items, the quantities listed on the Bid form are to be considered as approximate and are to be used for the comparison of Bids only. Even though the unit prices tendered by the Contractor are tendered for the scheduled quantities, the scheduled quantities of work to be performed and materials to be furnished may each be increased or diminished as provided herein without in any way invalidating the unit bid prices for those items. For any annual renewal period, the unit prices identified in the Bid will be adjusted based on the ratio of the "20 Cities Average Cost Index for Construction Cost and Common Labor (CCI)" as published in the "Construction Economics" section of the Engineer News Record for the month and year when the Contract is executed, and the then-current CCI during any annual or renewal period.

For contracts administered through a Request for Qualifications, the Unit Priced Items shall be submitted as part of the Quote for a respective project location, and if accepted by the City shall be the Unit Price for completion of the specific item.

38.2 Lump Sum Items

For lump sum payment items, payment shall not exceed the amount bid by the Contractor on its Bid or Quote. The Work, materials and equipment to be included in the lump sum Bid price or lump sum Quote shall include all items necessary to produce a complete and properly functioning system, as intended. This shall include all connections, controls, wiring, supply lines, drain lines, etc., required to render the lump sum Bid item or lump sum Quote item functional as intended and able to pass all applicable codes, tests, and required inspections.

Partial payments to the Contractor (if applicable) for Work performed under lump sum items shall be based upon a Schedule of Values prepared by the Contractor and submitted within thirty (30) calendar days after issuance of the Notice to Proceed and approved by the City which shall apportion the lump sum price to the major components entering into or forming a part of the Work under the lump sum price.

ARTICLE G-39 AS-BUILT RECORDS

Plans/Contract Plans shall be the basis for the As-Built Records recorded and submitted by the Contractor. The Contractor shall keep and maintain one set of As-Built Records in good order and continuously maintained at each applicable job site as the Work progresses.

The Contractor shall mark and annotate neatly and clearly all project conditions, locations, configurations and any other changes or deviations which may vary from the details represented on the Plans, including revisions made necessary by Addenda, Shop Drawing, Change Order, Field Order, Work Order, and Worklist during the construction process.

Excavation limits, materials of construction, and horizontal and vertical location of the repair, replacement, or installation of all pipe and structures shall be identified. The type of (description) and horizontal and vertical location of all fittings, valves, adapters, couplings, and other appurtenances used to complete the work shall be identified. Additionally, the horizontal and vertical location of any pipes, structures, and appurtenances which are located or uncovered in the work area shall be identified. The horizontal and vertical dimensions shall be sufficient to

locate the buried facilities in the future. Manholes, inlets, headwalls, and other drainage and access structures shall be dimensioned from the face of curb, roadway centerline, construction baseline where established, surveyed property/easements lines, or other permanent structures if needed. Location of new, repaired, replaced, or uncovered sewer laterals shall be dimensioned from the nearest downstream manhole. All access and drainage structure cover, ground level, and invert elevations shall be recorded. Cover elevation for man-entry access structures shall be North rim elevation. All storm inlets shall have recorded curb type, curb top, gutter, and throat elevations. Pipe invert elevations and size shall be recorded for every pipe connecting to a structure (including conflict pipes). All structure inside dimensions shall be identified. Size, material and elevations of all intersecting or parallel utilities within project excavation area shall be shown.

The basis of horizontal and vertical control shall be identified for all completed As-Built Records. All record elevations shall be referenced to City of St. Petersburg Datum (National Geodetic Vertical Datum of 1929 (NGVD29) + 97.00 ft). Where the Contractor is directed by the Engineer to complete a repair without an established benchmark per Florida State Plane Coordinates or City of St. Petersburg Datum, a temporary benchmark(s) shall be established for control and subsequently identified on the As-Built Drawings/Records. The As-Built Records shall be signed and dated by the Contractor and titled with the corresponding Field Order/Work Order number provided by the City.

ARTICLE G-40 OPERATION AND MAINTENANCE MANUALS

The Contractor shall compile manufacturer's operation and maintenance instructions for all equipment furnished by it under this Contract. As applicable for each category and item of equipment, information supplied shall include at least the information as may be unique and pertinent to a specific item for purposes of ensuring clarity and understanding of all normal operating and maintenance procedures and requirements.

All instruction information shall be submitted as a complete electronic version and as a complete set, assembled into a three-ring loose-leaf binder organized and indexed in the order of appearance in these Specifications. When instructions are applicable to a single unit assigned a tag number or other identification designation specified or shown on the Plans, the identification designation shall appear on the instruction. In cases where multiples of identical equipment (e.g. pumps, valves, filters, blowers, and similar like components) are covered by the same instructions, do not duplicate information; instead, list the identity designations for which instructions are common on the information sheets. If more than one binder is necessary for a set, overall information shall be divided into logical divisions, and each binder shall contain a table of contents specific to that binder. Additionally, each binder shall contain an overall table of contents to ensure that the reader is informed whether the binder in hand is all-inclusive, or only part of a series.

In all cases, information shall plainly identify all precautions, procedures, adjustments, and other actions on the part of the ultimate user that affect continuity of warranty coverage. The City will be responsible for the adequacy of maintenance subsequent to acceptance of each component of the facility, if the information supplied by the Contractor covers all requirements.

In the event of equipment failure attributable to improper or inadequate operation and/or maintenance acts on the part of the City, which in turn can be attributable to erroneous, inappropriate, or incomplete information furnished by the Contractor, the Contractor shall be solely responsible for prompt repair or replacement, including all costs for replacement parts or

equipment, all transportation, and all labor. In such an event, the Contractor shall, in addition, procure and furnish appropriately corrected or supplementary operation and maintenance instruction to ensure against subsequent failure of equipment attributable to the same cause.

The first sheet of each section shall list the following information appropriate for each item (or multiples) for which all sheets immediately following apply:

- A. Manufacturer's name, address, and telephone number;
- B. Manufacturer's local distributor's or representative's name, address, and telephone number;
- C. The year of purchase, also, if different, the year of manufacture of the equipment;
- D. Equipment model and serial number(s). Include sub-listing for all assembly components (e.g. pumps, motors, variable speed devices, and other appurtenances).

The Contractor shall deliver four (4) complete operation and maintenance manuals and a complete electronic version of the same to the Engineer, as specified and approved by the Engineer.

ARTICLE G-41 CLEAN UP

As the Work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from its Work at an approved disposal site. Particular attention shall be given to minimizing any fire and safety hazard from materials or other combustible as may be used in connection with the Work, which shall be removed daily.

Any buildings included in the Contract shall be kept free from waste material at all times. Before completion of the Work, the Contractor shall thoroughly clean out all chambers, tanks, pits, vaults, channels, drains, pipe lines, conduits manholes, and miscellaneous appurtenant structures.

The Contractor shall be responsible for the final cleaning of floors, walls, glass, doors, windows and all other surfaces of structures, equipment and fixtures which have been affected by its work. The Contractor shall tear down and remove all temporary structures built by the Contractor. The Contractor shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work.

ARTICLE G-42 SUBSTANTIAL COMPLETION

When the Contractor believes the Work identified in a Field Order has reached Substantial Completion, the Contractor shall request the City Inspector to schedule an inspection of the Work. Within fifteen (15) business days after the request, the City Inspector will either (i) notify the Contractor that Substantial Completion has not been reached, or will (ii) perform the inspection and, provided the City Inspector agrees that the Work has reached Substantial Completion, the City Inspector will, within thirty (30) calendar days after the Work has reached Substantial Completion, develop a Punch List of items required to reach Final Completion, including the estimated cost to complete each item on the Punch List. The estimated cost to complete each item on the Punch List will be determined by mutual agreement between the Engineer and the Contractor or, if no agreement is reached, by the Engineer. Within five (5) calendar days after the City Inspector finishes developing and reviewing the Punch List, the City

Inspector will deliver the Punch List to the Contractor. The Contractor shall complete all items on the Punch List within thirty (30) calendar days after the Punch List is delivered to the Contractor unless a longer period of time for completion is set forth in the Punch List. When the Contractor believes that it has satisfactorily completed all items on the Punch List, the Contractor shall so notify the City Inspector to schedule a final inspection of the completed Work to determine if Final Completion has occurred.

ARTICLE G-43 FINAL INSPECTION

The final inspection will be scheduled within five (5) business days after the City receives notification from the Contractor that all Punch List items have been completed, or within five (5) business days after the Contractor makes a request for Final Payment.

ARTICLE G-44 PAYMENTS

44.1 Partial Payment

The City will pay the Contractor the Contract Price as provided in this Agreement.

The City will make partial payments monthly in accordance with the applicable Field Order (i.e., monthly as the Work proceeds or monthly for completed Work Orders only), on proper and complete application for payment request approved by the Engineer. In the preparation of application of partial payment, the Engineer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if:

- A. Consideration is specifically authorized by the Contract; and
- B. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

In making partial payments, the City will retain 5% of the amount stated in each invoice until Substantial Completion.

Within twenty (20) business days after Punch List is created, the City will the remaining balance of the Contract that includes all retainage previously withheld, less an amount equal to 150 percent of the estimated cost to complete all items on the Punch List. Such payment may be adjusted for Work that is incomplete, not in accordance with the requirements of the Contract, the subject of a good faith dispute made in writing pursuant to the Contract, or the subject of a claim brought pursuant to section 255.05, Florida Statutes. Upon Final Completion, the City will make payment for the completed Work, including the release of all remaining retainage withheld except as otherwise set forth in the Contract.

The City will make payment to the Contractor not later than fifteen (15) business days after City approval of an estimate of the Work performed by the Contractor. Partial payments will not be made more often than monthly.

Contractor shall at all times monitor the total constructed quantities of all unit-priced Work and to promptly bring to the attention of the Engineer any Work which, if performed, will approach, equal or exceed the Contract Price for that annual period. Any work performed by the Contractor in excess of the Contract Price, without permission from the Engineer, will be done at the

Contractor's expense.

In order to be considered complete, the Contractor's application for payment shall include the following supporting documents and As-Built Records described below in City approved format. All records shall be downloaded electronically to the City's file sharing location designated by the City at the Pre-Construction conference. After downloading all complete records pertaining to the Contractor's application for payment, the Contractor shall notify the City in writing by email of the payment request.

1. Transmittal - Shall be in Adobe PDF file format, using City approved file naming format and shall include: (i) Contractor's contact information and any invoice number(s) included with the application for payment, and (ii) Summary listing of total number of and type of files (PDF, Excel, .mpeg, Microsoft Access, etc.) submitted in each category listed below included with the current application for payment.
2. Summary of Quantity(s) which Defines Work Complete per Field Order - Shall be in Adobe PDF file(s) format, using City approved file naming format and shall include: A dated and signed Contractor summary in tabular format including but not limited to: start and end date for period of Work submitted, Contractor's address and contact information, Contract Price, value of approved Change Orders, total value of Work performed to date, retainage amount to date, stored materials, net amount earned on Contract to date, amount of previous invoices and payments, and balance due with the current invoice. Backup information provided shall include, in the same file or separate file, a tabular summary of all contract unit pay items and dollar totals used for the current invoice period, and previous invoice period.
3. Worklist(s) - Shall be in Microsoft Excel file(s) format, using City approved file naming format. Contractor shall provide the City supplied Worklist with Contractor As-Built data filled in for all completed Field Orders (rows of data) including but not limited to: Contractor invoice number, liner thickness, date completed, individual pay item quantities, Contractor comments, property address, or any other field required to adequately describe the work performed, actual conditions, or conditions different from original Plans.
4. As-Built Drawings/Records - Shall be in Adobe PDF file(s) format, minimum 300dpi, using City approved file naming format. Contractor shall provide all As-Built Records of Plan documents based on original Plans as provided by the City and related to the current Summary of Quantity(s)/Pay Application including: any individual Field Orders, Work Orders, Worklist(s), and associated maps, plans, or drawings, and shall include construction start/end dates, total cost based on unit pay items, and any other changes as approved by the Engineer. Each map/plan/drawing page relevant to the current Summary of Quantity(s)/Pay Application shall be annotated or marked to clearly indicate what Work was completed and include any changes, additions, or conditions different from original Plans. Each individual Field Order, Work Order or Worklist form shall be collated/sorted with any supplemental maps/drawings pertaining to it either as individual files or one complete collated file. Additionally, each individual Summary of Quantity(s)/Pay Application shall include an itemized unit pay item summary.
5. CCTV Inspection Video(s) - Shall be in .mpeg or other City approved file format and shall conform to NASSCO LACP or PACP standards.
6. CCTV Inspection Video log(s) - Shall be in Adobe PDF file(s) format and shall conform to

NASSCO LACP or PACP standards.

7. CCTV Inspection Database file(s) - Shall be in Microsoft Access file format and shall conform to NASSCO LACP or PACP database format and standards.

If an improper payment request is submitted by the Contractor, the City shall notify the Contractor in writing and indicate the corrective action needed to make the payment request proper, within twenty (20) business days after receipt of the payment request by the City. Upon receipt of a corrected and proper request for payment, the City will make payment or notify the Contractor in writing of corrective action needed, within ten (10) business days of receipt.

The Contractor shall notify the Engineer of any payment disputes in accordance with ARTICLE G-47, CLAIMS AND DISPUTES.

In the event this Article conflicts with the Local Government Prompt Payment Act, the provisions of such act shall control.

44.2 Payment for Materials Stored On- and Off-Site

In general, the City will not pay for materials stored on- or off-site, unless the Technical Specifications specifically stipulate that payment will be made for the materials before being incorporated into the Work and that the conditions established herein have been met.

A. Payment for Materials Stored Off-Site:

The City, if stipulated in the Technical Specifications, will consider providing payment for materials or equipment stored off-site provided the following conditions are met:

1. The material or equipment is in conformity with approved Shop Drawings and has been inspected by the Engineer;
2. The material or equipment is to be specifically manufactured for the Project and cannot be readily utilized or diverted to another project;
3. The fabrication period is greater than six (6) months;
4. The storage of materials or equipment shall meet the City's requirements for security, bonding, licensing, and title;
5. The City reserves the right to make payment on a progress or total basis of up to 75% of the invoice amount, to be paid in full or monthly installments;
6. The Contractor shall furnish evidence that materials or equipment, suitably stored and paid by the City, has been paid in full and that the Contractor has good title to the materials or equipment, free of liens, claims, or encumbrances. This proof shall be submitted to the City within thirty (30) calendar days of receipt of payment by the City for the materials or equipment;
7. The Contractor shall furnish a breakdown of labor and material at the time of submittal of schedule of values.

B. Payment for Materials Delivered On-Site:

The City, if stipulated in the Technical Specifications, will consider payment for special materials delivered to the site, at the rate of 75% of the invoice cost, provided such materials have been inspected and found to meet the Specifications. Said materials shall meet the applicable conditions as specified for payment for materials stored off-site. The balance of such invoice value will be paid when such materials incorporated into them become part of the Project.

44.3 The City's Right to Decline, Reduce or Delay Payments

The City may, with prior notice to the Contractor, decline, reduce, or delay the processing of payment requests or, because of subsequently discovered evidence or subsequent observations, may nullify, delay or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the City's opinion to protect the City from loss because of one or more of the following conditions:

- A. Defective or damaged Work not being expediently remedied;
- B. Third party claims filed or evidence indicating probable filing of such claims;
- C. Failure of the Contractor to promptly pay Subcontractors for labor or materials;
- D. Written notice from the Surety that (i) its prior consent to the payment is revoked or (ii) that the City should withhold from the payment a specified amount (in addition to the regular retainage amount);
- E. Evidence that the Work cannot be completed for the unpaid balance of the Contract;
- F. Damage to the City or another contractor;
- G. Persistent failure to carry out the Work in accordance with the Contract;
- H. Persistent failure to comply with orders of the City;
- I. Evidence that liquidated damages will be assessed the Contractor;
- J. Failure of the Contractor to accelerate its Work to get back on schedule.
- K. Breach of the Contract.

When the above condition(s) are removed, payment shall be made for amounts withheld because of them.

44.4 Final Payment

After the Contractor has completed all Work under the Field Order; made all final inspection punch list corrections to the satisfaction of the Engineer; delivered all schedules, guarantees, warrantees, bonds, test results, As-Built Records, operations and maintenance manuals, records, occupancy permits, and sworn affidavits to the City; and submitted all other documents to the City, as required by the Contract, the Contractor may make application for Final Payment.

The procedures established and submittals required herein for partial payments shall apply to the Final Payment as well.

Upon completion and submittal of such, the unpaid balance of the Contract will be paid to the Contractor in accordance with the Local Government Prompt Payment Act.

The Final Payment estimate for the Contract shall reflect fully and accurately the total quantities of Work actually performed.

The making and acceptance of Final Payments shall constitute:

- A. A waiver of all claims by the City against the Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the City of any rights in respect of the Contractor's continuing obligations under the Contract;
- B. A waiver of all claims by the Contractor against the City.

ARTICLE G-45 GUARANTEE PERIOD

In addition to any other warranties that may exist, including but not limited to any warranties set forth in the Specifications or supplemental Specifications, the Contractor shall unconditionally guarantee together with its Surety all materials and workmanship incorporated in this Contract for a period of two (2) years from the date of Final Completion. The Contractor shall submit a notarized affidavit attesting to such guarantee period prior to Final Payment. Should defects develop within the guarantee period, the Contractor shall, upon written notice of same, promptly remedy the defects and reimburse the City for all damage to other Work if caused by the defects or caused by correcting defects of the Work.

If the Contractor, after due notice, shall refuse or neglect to make good the defects as notified to the satisfaction of the City, then the City may and is empowered to proceed in the manner prescribed in the event of abandonment or forfeiture of the Work by the Contractor. The payment of claims for material and labor and other expenses shall be prerequisite to the termination of the guarantee period and to the release of the Sureties on the Public Construction Bond(s).

All representations and guarantees made in the Contract shall survive Final Payment and termination or completion of this Contract. This guarantee shall be exclusive of any manufacturer's guarantees or warranties exceeding this period.

ARTICLE G-46 LIENS

If a Subcontractor refuses to furnish a release or receipt in full, the Contractor shall furnish a bond satisfactory to the City to indemnify the City against loss due to any such lien or liens.

If any lien remains unsatisfied after all payments are made, the Contractor shall refund the City all moneys that the City may be compelled to pay in discharging such liens, including all costs and attorney's fees.

ARTICLE G-47 CLAIMS AND DISPUTES

47.1 Initial Referral to the Engineer

Claims, disputes and other matters relating to the acceptability of the Work, fair price determinations made by the Engineer, or interpretations by the City of the Contract pertaining to the execution and progress of the Work, shall be referred to the Engineer within ten (10) calendar days in writing by certified mail, with a request for a formal decision in accordance with this Article, which the Engineer will render in writing within a reasonable time.

Written notices of each claim, dispute or other matter shall be delivered by the claimant to the Engineer within ten (10) calendar days of the occurrence of the event giving use thereto, and written supporting data shall be submitted to the Engineer within fifteen (15) calendar days of such occurrence, unless the Engineer grants an extension of time for a specific purpose. It is a requirement of these provisions that all submitted supporting data relating to prices for Work shall be based upon recognized cost data guidelines. In its capacity as interpreter and judge of the submitted information, the Engineer will not show partiality and will not be liable for any consequences attributable to an interpretation or decision rendered in good faith in such capacity.

The Contractor may not delay the performance of Work required by the issuance of Field Orders and shall carry on the other work and maintain the overall progress of the construction schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and the City may jointly otherwise agree to in writing.

47.2 Protesting the Engineer's Decision

In the event the Contractor refuses to accept the Engineer's decision concerning any dispute, the Contractor shall, within five (5) calendar days of the date of the Engineer's decision, submit a letter of protest to the Engineer, delineating the areas of the decision under protest. However, any such protest has no bearing on any Work requirements arising out of the Engineer's decision in that the Contractor must immediately perform the Work required in the decision so as to not hold up the progress of the Work at the Project.

Where a protest has been received from a Contractor, the Engineer will schedule an informal hearing to be held at a designated City office where the affected parties will meet to discuss and resolve the items under protest. If the item(s) under protest or dispute is not resolved at this informal meeting, and the Contractor is made aware of no appellate procedure thereafter, the Contractor is entitled to litigate the matter for resolution.

ARTICLE G-48 TERMINATION OF THE CONTRACT

48.1 Reasons for Termination

The City may terminate the Contract upon the occurrence of any one or more of the following conditions:

- A. If the Contractor repeatedly fails to supply sufficient skilled workers as directed by the City or suitable materials or equipment;
- B. If the Contractor disregards applicable Laws;
- C. If the Contractor otherwise violates in any substantial way any provisions of the Contract;

- D. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- E. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- F. If Contractor makes a general assignment for the benefit of creditors;
- G. If a trustee, custodian or agent of Contractor is appointed under applicable Laws or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property for the benefit of Contractor's creditors;
- H. Upon seven (7) calendar days' written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which may include fees and charges of engineers and architects. In no event whatsoever will the City be liable to the Contractor for anticipated fees or profit on work not performed or for lost opportunity costs or for any consequential damages.

48.2 Settlement of Payment

If the City is permanently prohibited or enjoined from proceeding with the Work herein contemplated, the City may terminate this Contract and pay the Contractor a sum equal to all expenses legitimately incurred by it in connection with this Work, plus 10% of such expenses, less an amount equal to the sum of all partial payments previously made to the Contractor. The City shall pay this sum to the Contractor within thirty (30) calendar days after the City terminates the Contract pursuant to this section.

ARTICLE G-49 PUBLIC RECORDS

- A. Contractor shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services and work pursuant to the Contract; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the term and after the expiration or earlier termination of the Contract; and (iv) after the expiration or earlier termination of the Contract, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) calendar days following the City's request and/or keep and maintain any public records required by the City to perform the services and work pursuant to the Contract. If Contractor transfers all public records to the City upon final completion or earlier termination of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public

- records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of the Contract, Contractor shall meet all applicable requirements for retaining public records in accordance with the Contract and all applicable Laws. At the City's request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.
- B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
- C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to the Contract.

ARTICLE G-50 SCRUTINIZED COMPANIES

The Contractor hereby makes all certifications required under Florida Statute section 287.135, and the City may terminate the Contract as provided in Florida Statute section 287.135.

ARTICLE G-51 DISCHARGES BY CONTRACTOR AND CORRECTIVE ACTION PLANS

The spill or discharge of any substance (e.g., wastewater, fully or partially treated reclaimed water, line or tank washwater, etc.) by Contractor or its employees, agents or Subcontractors in violation of applicable Laws ("Discharge") shall constitute a default of this Contract.

In the event of a Discharge, Contractor shall immediately (i) report the Discharge to the Engineer and the City's Emergency Dispatch Center (727-893-7261) and (ii) control, contain, and stop the Discharge.

Within fifteen (15) days of a Discharge, the Contractor shall submit to the City a proposed corrective action plan for preventing future Discharges. Upon the City's acceptance of a corrective action plan, Contractor's compliance with such plan shall automatically become a term of the Contract. Contractor's failure to comply with the corrective action plan, or Contractor's failure to prepare a corrective action plan that is acceptable to the City, shall constitute a default of the Contract. Contractor's compliance with a corrective action plan shall not relieve Contractor of liability for damages as set forth below. In the event of a conflict between the Contract and the corrective action plan, the Contract shall prevail.

In addition to Contractor's indemnity obligations under the Contract that may arise in connection with a Discharge, Contractor agrees that the following damages will be readily ascertainable and that the appropriate remedy is the recovery of actual damages from Contractor. Such actual damages include: (i) damage to property (City and third-party) arising from a Discharge, (ii) fines imposed on the City by the Florida Department of Environmental Protection ("FDEP"), including fines imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP, and (iii) costs incurred by the City as a result of such Discharge, including costs imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP. In addition to those

readily ascertainable damages set forth above, the Contractor acknowledges that the City will suffer other indirect damages (including reputational damages) due to a Discharge that are not readily ascertainable and agrees that the Contractor shall pay the aggregate amount of \$5,000 per Discharge to the City as agreed reasonable and proportionate liquidated damages, not as a penalty. The Parties acknowledge that the recovery of liquidated damages and actual damages constitutes a combination of remedies rather than an impermissible election of remedies under Florida law.

The City shall deduct all damages owed by Contractor pursuant to this Article from amounts due to Contractor under the Contract. In the event that the amount owed to Contractor is less than the amount of damages Contractor is required to pay the City pursuant to this Article, Contractor shall remit the amount of such damages owed to the City pursuant to this Article within ten (10) days after receipt of an invoice from the City.

The obligations and liabilities of Contractor resulting from a Discharge as set forth in this Article shall not limit Contractor's other obligations and liabilities set forth in the Contract or under applicable Laws.

ARTICLE G-52 INDEMNIFICATION

- A. The Contractor agrees to indemnify, hold harmless, assume legal liability for, save and defend the City, its officers, employees, contractors, elected and appointed officials, representatives and agents (collectively, "Indemnified Parties") from and against any and all claims, liens, suits, actions, damages, liability, assertions of liability, losses, costs and expenses in law or in equity, of every kind and nature whatsoever, (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for bodily injury or death of persons and or damage to property, which Claims may occur or be alleged to have occurred by or on account of or arising out of, in whole or in part (i) the negligence, recklessness, or intentional wrongful misconduct of Contractor, its Subcontractor(s), employees, agents or representatives in the performance of the Contract; or (ii) the failure of the Contractor, its Subcontractor(s), employees, agents or representatives to comply with applicable Laws arising out of the Contract; or (iii) any act, omission, or default of the Contractor, its Subcontractor(s), employees, agents or representatives arising from Contractor's, Contractor's Subcontractor(s)', employees', agents' or representatives' performance of the Contract;
- B. The City will promptly notify the Contractor of any Claim(s) against the Indemnified Parties. The Contractor shall have the right to control the defense of any Claim(s) subject to the foregoing indemnification to the extent of the indemnification. The Contractor also shall have the right to settle any such Claim(s) provided that the Contractor pays the entire amount of such settlement and there is no finding of fault against the Indemnified Parties;
- C. The provisions of this Article are independent of, and will not be limited by, any insurance required to be obtained by the Contractor or its Subcontractor(s) pursuant to the Contract or otherwise obtained by Contractor or its Subcontractor(s).

ARTICLE G-53 INSURANCE

The Contractor shall provide the City with Certificates of Insurance on a standard ACORD form or other documentation acceptable to the City reflecting all coverages prior to commencing

operations and at each subsequent policy renewal. Certificates shall name the City of St. Petersburg as an additional insured and show the City of St. Petersburg as the Certificate Holder. Certificates shall also indicate the use of any endorsements that are required in the Contract. No insurance policy required herein may be canceled, non-renewed, or adversely changed without thirty calendar days written notice to the City. Insurance shall be maintained at all times by the Contractor until Final Completion except for completed operations coverage which shall be maintained for a period of at least one (1) year beyond Final Completion. Completed operations coverage shall not serve to limit the liability of the Contractor.

Certificates of Insurance shall be delivered to the Director of the City's Procurement and Supply Management Department. Failure to provide Certificates or failure to renew insurance shall not relieve the Contractor of the responsibility to provide insurance as required. At the City's request, the Contractor and all its Subcontractors shall provide complete certified copies of any insurance policies, including endorsements, for the City's review. Receipt of Certificates of Insurance which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

The Contractor may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including an Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella insurance policy must provide coverage on at least a following form basis.

If the insurance carried by the Contractor has broader coverage than required in the Contract, then that broader coverage, including but not limited to additional insured requirements, shall be the requirements in the Contract. If the Contractor's insurance limits are greater than the limits set forth herein, then the Contractor's policy limit shall be the required limit in the Contract. Any policy wording, including but not limited to wording contained in an Additional Insured Endorsement or Limits of Insurance provision, indicating that the limit of insurance available to an additional insured is the lesser of the contract requirement or applicable limit in the declarations, shall not apply to the Contract. The City shall have Additional Insured coverage to the Contractor's policy's full limit should it be greater than what is required in the Contract.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Contractor's deductibles or self-insured retention may be disapproved by the City and shall be reduced or eliminated at the option of the City. All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

All of the insurance required under the Contract shall be in effect under enforceable policies issued by insurers licensed to do business in the State of Florida and be rated "A-" or better by a rating agency such as A.M. Best or its equivalent.

The insurance coverages and limits are set at the sole discretion of the City and are subject to change or revision as the need arises. The City may, at its sole discretion, change or increase the required insurance coverage and limits from time to time and shall provide thirty (30) calendar days' notice to the Contractor. Failure of the Contractor to comply with any changes or increases within thirty (30) calendar days of receipt of written notice from the City shall be considered a material default of the Contract.

The Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

53.1 Workers' Compensation Insurance

A. Coverage:

The Contractor shall obtain and maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees employed at the Project site. Coverage should include Employers Liability and Voluntary Compensation.

If any work is subcontracted, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for all the Subcontractor's employees unless such employees are covered by the Workers' Compensation Insurance afforded by the Contractor.

The Contractor and Subcontractors shall purchase any other insurance or coverage required by law for the benefit of their employees.

B. Limits:

Workers' Compensation - as required by Florida Law.
Employer's Liability - \$100,000 each employee, each accident, and \$100,000 each employee/ \$500,000 policy limit for disease.

53.2 U.S. Longshore and Harbor Worker's Act Insurance

A. Coverage:

On applicable projects, as indicated in the Qualification Requirements section of the Solicitation, including but not limited to work on or about navigable waters, Contractor shall obtain and maintain U.S. Longshore and Harbor Worker's Act Insurance as required by law, including Jones Act coverage where appropriate.

B. Limits:

As required by Federal Law.

53.3 Commercial General Liability Insurance

A. Coverage:

The Contractor shall obtain and maintain Commercial General Liability Insurance providing coverage for bodily injury, property damage, and personal and advertising injury which may arise from operations under this Contract, whether such operations be by the Contractor or by any Subcontractors, or any of their agents, representatives, guests, employees, invitees or anyone contracting with the Contractor or by anyone directly or indirectly employed by any of them.

Coverage shall be provided by ISO Commercial General Liability coverage form CG 00 01 04 13 or similar form acceptable to the City. Coverage shall also be in

occurrence form.

Explosion, collapse and underground hazards shall be covered by the Contractor's and Subcontractor's Commercial General Liability Insurance.

A separate general aggregate limit of liability shall apply to the Project. If the Contractor works on more than one (1) project under the Contract, a general aggregate shall apply to each of such projects. The project(s) shall be specifically described in the endorsement.

B. Limits:

Each Occurrence Limit: \$2,000,000.
General Aggregate Limit applicable per Project: \$2,000,000.
Products and Completed Operations Aggregate Limit: \$2,000,000.
Personal and Advertising Injury Limit: \$2,000,000.
Damage to Rented Premises Limit: \$100,000.

53.4 Commercial Automobile Insurance

A. Coverage:

The Contractor shall obtain and maintain Commercial Automobile Insurance providing liability coverage for "any auto", which shall include, but not be limited to, all leased, owned, non-owned, and hired vehicles.

B. Limits:

\$1,000,000 combined single limit each occurrence for bodily injury and property damage.

53.5 Builder's Risk Insurance

On applicable projects, as indicated in the Qualification Requirements section of the Solicitation, Contractor shall obtain and maintain Builder's Risk Insurance insuring the Contractor's work at the site to the full Contract Price and naming the City as a loss payee and additional insured. This insurance shall insure the interests of the City, the Contractor, and all Subcontractors in the Work and shall insure against special form causes of loss, including collapse during construction, windstorm, and flood. Valuation shall be for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Contractor shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the Work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the City and written notice of that fact has been issued by the City.

53.6 Pollution/Environmental Liability Insurance

A. Coverage:

On applicable projects, as indicated in the Qualification Requirements section of the Solicitation, Contractor shall obtain and maintain Pollution/Environmental Liability Insurance, covering sudden and gradual pollution conditions including the discharge, release, or escape of fumes, vapors, smoke, acids, alkalis, asbestos, toxic chemicals, liquids or gases, waste materials, or other contaminants, irritants, or pollutants into or

upon any structure, land, body of water, or atmosphere. Coverage shall include bodily injury, property damage, loss of use of tangible property whether or not it has not been physically injured or destroyed, cleanup and remediation costs, penalties or fines, and defense costs including costs incurred in the investigation or adjustment of the claim. Coverage may be provided by a stand-alone policy or by endorsement(s) to one of Contractor's other policies. Coverage shall be provided both for the use of pollutants on site and during transit. If the policy is on a claims made basis, it must include the retroactive date of coverage and shall be maintained for at least two (2) years past the date that the Work is completed.

- B. Limits:
\$2,000,000 per occurrence.

53.7 Professional Liability Insurance

- A. Coverage:
On applicable projects, as indicated in the Qualification Requirements section of the Solicitation, Contractor shall obtain and maintain Errors and Omissions or Professional Liability insurance appropriate to the Contractor's profession. If the policy is on a claims made basis, it must include the retroactive date of coverage and shall be maintained for at least two (2) years past the date that the Work is completed.
- B. Limits:
\$2,000,000 per occurrence.

ARTICLE G-54 PUBLIC CONSTRUCTION BOND

The Contractor shall furnish a Public Construction Bond executed by a Surety company duly authorized to do business in the state of Florida on a form approved by the City Attorney or designee. The amount of the Public Construction bond shall be equal to 100% of the Contract Price, as security for the faithful performance of this Contract and as security for the payment by the Contractor of all persons performing this Contract. The Surety shall have a rating classification of "A" and a financial category of Class VII as evaluated in the current Best's Key Rating Guide, Property - Liability.

In lieu of the Public Construction Bond, the Contractor may furnish to the City an alternative form of security in the form of cash, money order, certified check, cashier's check, or a security of a type listed in Chapter 625, Part II, of the Florida Statutes and acceptable to the City Attorney. Any such alternative form of security shall be subject to the same conditions as those applicable to the Public Construction Bond required by this section and Chapter 255 of the Florida Statutes.

The Public Construction Bond shall remain in effect for at least one (1) year beyond the date of Final Completion.

If at any time during the term of the Contract, the City deems the Surety or Sureties upon such Public Construction Bond to be unsatisfactory or, if for any reason such Public Construction Bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense within ten (10) days after the receipt of notice from the City to do so, furnish an additional Public Construction Bond or Public Construction Bonds in such form and amount, and with such Surety or Sureties the City deems satisfactory. In such event, no further payment to

the Contractor will be deemed to be due under the Contract until such new or additional security for the faithful performance of the Work is furnished in a manner and form satisfactory to the City.

When the Work has been completed in accordance with the Contract Documents and accepted by the City, it is mutually agreed and understood that the Contractor, together with his Surety, shall fully and unconditionally guarantee, for a period of not less than one (1) year from date of Final Completion, all materials and labor (workmanship) incorporated in the Project. This guarantee is exclusive of any manufacturer's guarantees or warranties exceeding this period.

Alternative forms of security will be returned to the Contractor not later than thirty (30) calendar days following the expiration of the guarantee period.

00752976 GC-02. Modified General Conditions (As-Needed Field Orders) 7/1/24



st.petersburg
www.stpete.org

RFQ- 25 - 097

TRENCHLESS SOIL STABILIZATION

City of St. Petersburg

P.O. Box 2842

St. Petersburg, FL 33731

RELEASE DATE: March 4, 2025

DEADLINE FOR QUESTIONS: March 21, 2025

RESPONSE DEADLINE: April 1, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/stpete>

City of St. Petersburg
Trenchless Soil Stabilization

I. Introduction

II. Solicitation Information

III. Vendor Questionnaire.....

IV. Evaluation Phases

V. Scope of Work.....

VI. General Terms

VII. Special Terms: Construction \$1M-\$2M.....

VIII. Background Checks.....

IX. Insurance

Attachments:

A - Scope of Services

B - General Conditions for Field Orders

C - Statement of Qualifications Requirements

D - Agreement

1. Introduction

1.1. [Summary](#)

The City of St. Petersburg is seeking responses from qualified vendors to provide continuing services on an as-needed basis at various locations City-wide for the following work categories: Polyurethane Injection, Grout Injection, and Structure Stabilization and Leak Sealing.

1.2. [Contact Information](#)

Gabriella DiPiazza

Procurement Analyst

1 4th Street N, 5th Floor

St. Petersburg, FL 33701

Email: gabriella.dipiazza@stpete.org

Phone: [\(727\) 893-4248](tel:(727)893-4248)

Department:

Engineering

1.3. [Timeline](#)

**Timeline is subject to change*

Solicitation Published	March 4, 2025
Deadline for Questions	March 21, 2025, 12:00pm
Deadline for Question Response	March 25, 2025, 12:00pm
Deadline for Submittals	April 1, 2025, 3:00pm
Evaluation/Shortlisting	April 7, 2025, 1:00pm 1 4th St N, Saint Petersburg, Fl 33701, Conference Room 800
Interviews/Selections	May 1, 2025, 1:00pm 1 4th St N, Saint Petersburg, Fl 33701, Conference Room 800

2. Solicitation Information

2.1. [Submission or Receipt of Proposal](#)

Statement of Qualifications will be received through the [City's online bidding system](#) no later than 3:00 pm on Tuesday, April 1, 2025.

2.2. [Standard for Qualifications](#)

The City will qualify multiple vendors whose statement is determined in writing to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in this solicitation. All awards are contingent on the Vendor meeting the minimum qualifications outlined in this solicitation.

The City reserves the right, at any time, to evaluate more vendors for inclusion on the list of approved vendors. All Vendors must meet the minimum qualifications outlined in this solicitation.

2.3. [Selection Process](#)

The City will review responses to this RFQ that meet the minimum requirements set forth herein and are received by the closing date and time stated within the documents.

2.4. [Award](#)

Per City Code 2-194 (g): Award, A contract shall be awarded, or recommended for award subject to City Council approval, if City Council approval is required, to qualified offerors in accordance with the solicitation documents.

2.5. [Rejection Rights](#)

The City reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all SOQ, to cancel or withdraw this RFQ at any time. Selection is dependent upon the negotiation of a mutually acceptable contract.

2.6. [Submittal Requirements](#)

Please see attachment C - Statement of Qualification Requirements

2.7. [Performance and Payment Bond](#)

If applicable, the annual bond amount will be equal to the one-year amount of a multi-year agreement.

3. Vendor Questionnaire

3.1. General Information

3.1.1. *Is the Vendor registered with the Florida Department of State, Division of Corporations (Sunbiz) in accordance with Florida Statute §607.1501?**

Yes

No

*Response required

3.1.2. *Is the Vendor a City of St. Petersburg certified SBE? **

Yes

No

*Response required

3.1.3. *Is the Vendor a City of St. Petersburg certified MWBE? **

Yes

No

*Response required

3.1.4. *Address for Headquarters location. **

*Response required

3.1.5. *Address of office providing service, if different than above.*

3.1.6. *Contact Information for Contact Person. **

This person must be capable of committing the company to an agreement with the City.

- Name
- Title
- Phone
- Email

*Response required

3.1.7. *Description of nature of company's business. **

*Response required

3.1.8. *Year the Company was Founded. **

*Response required

3.1.9. *Number of years company has operated under the current name. **

*Response required

3.1.10. *Number of years company has been in the present business. **

*Response required

*3.1.11. Company's bank of record.**

*Response required

*3.1.12. Describe any litigation that the vendor has been a party to in the last five years where it was alleged that the offeror breached a contract for similar services with a client/customer and describe any contracts for similar services that the vendor failed to complete for similar services. Describe the facts and status of any such litigation or contract. **

Type N/A if not applicable.

*Response required

*3.1.13. Identify any government entity that has debarred or otherwise prohibited the vendor from responding to its competitive solicitations within the last five years. Describe the circumstances surrounding such debarment or other prohibition. **

Type N/A if not applicable.

*Response required

*3.1.14. The vendor acknowledges that it has read, understands and will comply with Florida Statute §448.095 pertaining to required use of the U.S. Department of Homeland Security E-Verify system. Should the City terminate the contract with the vendor for violation of §448.095, vendor may not be awarded a contract with the City for at least one year. **

Please confirm

*Response required

*3.1.15. The vendor acknowledges that its solicitation response is subject to Public Records laws (Chapter 119, Florida Statutes). **

Please confirm

*Response required

*3.1.16. Will vendor allow other agencies to piggyback the contract if awarded? **

Yes

No

*Response required

*3.1.17. The vendor hereby makes all certifications required by Florida Statute §287.135 related to scrutinized companies. **

Yes

No

*Response required

3.1.18. *Is vendor required to provide any disclosures to the City regarding a foreign country of concern pursuant to Florida Statutes §286.101 (3)(a)? **

Yes

No

*Response required

3.1.19. *If YES, please provide the disclosure(s) in accordance with the requirements of Florida Statute §286.101 (3)(a).*

3.1.20. *The vendor certifies that it takes no exceptions to the terms and conditions of the solicitation.**

Yes

No

*Response required

3.1.21. *If exceptions are taken, specify in space below.*

3.1.22. *Has the vendor identified any trade secrets or confidential information in its solicitation response?**

Yes

No

*Response required

3.1.23. *If yes to the above question, please upload your redacted proposal here.*

3.2. Statement of Qualification Information

3.2.1. Statement of Qualification *

Please upload your Statement of Qualification (SOQ) per the submittal requirement(s).

*Response required

4. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Team Background and Key Staff Availability	0-10 Points	38 <i>(38% of Total)</i>
2.	Experience and Relevant Project Examples	0-10 Points	27 <i>(27% of Total)</i>
3.	References	0-10 Points	23 <i>(23% of Total)</i>
4.	Is the Firm a Minority Business Enterprise (MBE)?	Pass / Fail	3 <i>(3% of Total)</i>
5.	Is the Firm a Small Business Enterprise (SBE)?	Pass / Fail	3 <i>(3% of Total)</i>
6.	Is the Firm a Woman Owned Business Enterprise (WBE)?	Pass / Fail	3 <i>(3% of Total)</i>
7.	Is the Firm a Disadvantaged Business Enterprise (DBE)?	Pass / Fail	3 <i>(3% of Total)</i>

5. Scope of Work

5.1. Intent

The City of St. Petersburg is seeking responses from qualified vendors to provide continuing services on an as-needed basis at various locations City-wide for the following Work categories: Polyurethane Injection, Grout Injection, and Structure Stabilization and Leak Sealing.

The services being requested will include, but not limited to the Work Categories listed below and may be funded by the City, by FDOT, by FHWA, by other agencies or by a combination of funding sources. Projects funded in whole or part with non-City funds shall be designed in conformance with the funding agency's requirements – i.e., FDOT, and/or FHWA.

One or multiple qualified Contractors may be selected for each Work Category. Firms of varying size, ability and technical expertise are encouraged to submit Proposals. Contractors are encouraged to submit Proposals for all Work Categories for which they are qualified and use subcontractors to submit Proposals for any Work Categories they wish to pursue.

5.2. Scope of Work

1. Contractor shall complete Work as defined by providing all labor, materials, supervision, tools, equipment, and vehicles necessary for the Work Categories and other associated/related work at various locations throughout the City, as directed by the Engineer. Work may occur within public rights-of-way and/or at City facilities.

All services provided by one or more selected Contractors will be pursuant to a contract between the selected Contractor and the City.

Contractor shall be responsible for obtaining all necessary permits, licenses, and other authorizations required to complete the Work. Work will conform with applicable City, State, and Federal standards.

2. Work Category #1: Polyurethane Injection

Contractor shall provide construction services, including but not limited to: Subterranean injection of single or multi-part polyurethane material to fill voids or stabilize and/or strengthen in-situ soils.

3. Work Category #2: Grout Injection

Contractor shall provide construction services, including but not limited to: Subterranean injection of chemical, cementitious, or other grout material to fill voids or stabilize and/or strengthen in-situ soils.

4. Work Category #3: Structure Stabilization and Leak Sealing

Contractor shall provide construction services, including but not limited to: Subterranean injection of acrylic, polyurethane, epoxy or cementitious material to stabilize and/or seal structures or pipes.

5.3. Contract Term

The initial term of agreement will be for 3 years with one 2-year renewal period by mutual agreement of the parties and if, needed, ninety (90) days beyond the expiration date of the current contract period.

Work to be performed under this Contract will be defined on a project-by-project basis and shall comply with the technical specifications provided by the City.

Pricing will be negotiated for each Project, and Work shall commence by the issuance of a Field Order. There is no limitation on the dollar amount of any individual project awarded under this Contract. No minimum amount of work is guaranteed under this Contract.

5.4. Minimum Qualifications

At a minimum, Contractor shall meet the following qualifications:

- A. Contractor shall designate a single point of contact to manage the day-to-day administration of the Agreement.
- B. Contractor must have, or have the ability to obtain, any required licenses and certifications and the minimum insurance requirements to perform the Work in St. Petersburg, Pinellas County; and maintain them for the duration of the Agreement.
- C. Where site conditions dictate for specific Projects, the City may require that the Contractor conduct background investigations and submit documentation to the Engineer, or submit documentation of additional insurance requirements, in order to perform the Work.
- D. Contractor must be able to obtain a Public Construction Bond for the Project upon each Field Order in an amount equal to 100% of the anticipated Project price.
- E. Awardees will be required to submit a \$100,000 public construction bond upon award. A supplemental bond rider shall be secured upon issuance of a field order, as required.

6. General Terms

6.1. Vendor Registration

Vendor must register online with the City of St. Petersburg via their online sourcing system at <https://procurement.opengov.com/signup> and subscribe to City's Portal at <https://procurement.opengov.com/portal/stpete> for solicitation notifications. Prior to an award of an Agreement resulting from this solicitation, Vendor shall be registered with the Florida Department of State, Division of Corporations to do business within the State of Florida in accordance with Florida Statute 607.1501.

6.2. Solicitation Review

Vendors are required to carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material must be made in writing to the Procurement Analyst of record for this solicitation and received by the City at least 10 days before the solicitation submission deadline. This will allow issuance of any necessary addendum. A protest based on omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the City, in writing, at least 10 days before the time set for submission deadline.

6.3. Solicitation Response Preparation

Vendors are expected to examine this solicitation and all related documents. Failure to do so is at the Vendor's risk. Each vendor shall furnish the information required by this solicitation. Vendor(s) shall retain a copy of all documents for future reference. All solicitation responses must be submitted with the Vendor's legal name and by an officer or employee having the authority to bind the Vendor by his or her signature.

The City will not pay any costs associated with the preparation, submittal, presentation, or evaluation of any solicitation response.

6.4. Questions

All questions must be submitted via City's online sourcing system's Question & Answer feature no later than 12:00 pm on Friday, March 21, 2025. Questions will be answered via City's online sourcing system no later than 12:00 pm on Tuesday, March 25, 2025. More complex questions may require a written addendum to the solicitation. Explanations or instructions will not materially alter this solicitation unless they are in writing. Oral explanations or instructions given before the award of an Agreement will not be binding. If necessary, a written addendum to this solicitation will be issued and posted on the City's online sourcing system at <https://procurement.opengov.com/portal/stpete/projects/143486> for download by Vendors.

6.5. Amendments

Any amendments issued for this solicitation will be posted as an addendum on the City's online sourcing system at <https://procurement.opengov.com/portal/stpete/projects/143486> and notifications will be released to vendors who are following the project by clicking "Follow". Vendors must submit their responses to the most current version of the solicitation as amended, if applicable.

6.6. Submission of Solicitation Responses

Solicitation responses will be received through the [City's online sourcing system](#). E-mail or in-person submittals will not be considered unless approved before the solicitation submission deadline by the Procurement and Supply Management Director. Late proposals and modifications will not be considered; however, solicitation responses may be modified online at any time prior to the submission deadline. Failure to follow the instructions in this solicitation is cause for rejection of the submittal.

6.7. Mistakes in the Solicitation

Solicitation responses may be modified or withdrawn in the online application portal prior to the time and date set for the solicitation opening. Correction or withdrawal of solicitation responses after the solicitation opening because of an inadvertent non-judgmental mistake in the solicitation requires careful consideration to protect the integrity of the competitive solicitation process and to assure fairness. If the mistake is attributable to an error in judgment, the solicitation response may not be corrected. Solicitation response corrections or withdrawals by reason of non-judgmental mistakes are permissible but only to the extent they are not contrary to the interest of the City or the fair treatment of other vendors.

6.8. Information Designated a Trade Secret and/or Confidential and/or Proprietary

All solicitation responses (including all documentation and materials attached thereto or provided in connection with this solicitation) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Solicitation responses (including all documentation and materials attached thereto or provided in connection with this solicitation (even if in a separate electronic file)) submitted to the City cannot be returned. **DO NOT LIST YOUR ENTIRE SOLICITATION RESPONSE AS TRADE SECRET AND/OR CONFIDENTIAL.** The City will not consider solicitation responses if the entire response is labeled a Trade Secret and/or Confidential and/or Proprietary.

If Vendor believes that its solicitation response contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure, then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate or electronic file, Vendor must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by Vendor as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by Vendor is/are correct and/or accurate. Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary Vendor agrees to defend and indemnify the City, its employees, agents, and elected and appointed officials ("Indemnified Parties") against any and all claims, demands, and actions (whether or not a lawsuit is commenced) arising out of or in connection with Vendor's designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorney's fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand, or action arising out of or related to the Vendor's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by Vendor to claim that any information in its solicitation response is a trade secret and/or confidential and/or proprietary, regardless of whether such information is labeled trade secret and/or confidential and/or proprietary. Vendor acknowledges, understands, and agrees that all information in Vendor's solicitation response (not including information submitted in a separate electronic file and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section) will be disclosed, without any notice to Vendor, if a public records request is made for such information, and the City shall not be liable to Vendor for such disclosure.

Vendor acknowledges and understands that Vendor's proposal, including the information submitted in a separate electronic file and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section, will be distributed to the evaluation committee members, City staff, and City consultants to allow Vendor's entire solicitation response, including the information submitted in a separate electronic file, to be evaluated and considered for award of the Agreement. The entire contents of the Vendor's solicitation response, including the information submitted in a separate electronic file, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes.

6.9. [Bonds](#)

Vendors will need to furnish all bonds as indicated in the solicitation, if applicable.

6.10. [Cash Discounts](#)

When the City is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Agreement, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

6.11. [Award](#)

The solicitation will be awarded based on the requirements outlined in the scope, the criteria or factors identified in the solicitation, and the standard for award for the solicitation. The City reserves the right to accept or reject any or all parts of the solicitation response, waive informalities, and request re-solicitations on the services or products outlined in the scope. The City reserves the right to award the Agreement on a split-order, lump-sum, or individual item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

Pursuant to Florida Statute sec. 287.05701, the City will not request documentation of a Vendor's social, political, or ideological interests, consider such interests, or give preference to a vendor based on such interests.

6.12. [Acceptance Period](#)

Unless otherwise specified in this solicitation, the solicitation response may be held by the City for a period of ninety (90) days after the submission deadline and will continue in full effect and not be subject to withdrawal during that period until an Agreement has been executed with a Vendor. If no Agreement has been executed within the ninety-day period, any solicitation response may be withdrawn or nullified

by either the City or the Vendor, or be deemed to be confirmed and extended in time for as long as permitted by the Vendor submitting each solicitation response.

6.13. [Right to Reject](#)

Vendors must comply with all the terms of the solicitation, all applicable provisions of the City of St. Petersburg City Code, and all applicable federal and state laws. The City may reject any solicitation response that does not comply with all material and substantive terms, conditions, and performance requirements of the solicitation.

The City may waive minor informalities that (i) do not affect responsiveness; (ii) are merely matter of form or format; (iii) do not change the relative standing or otherwise prejudice other vendors; (iv) do not change the meaning or scope of the solicitation; (v) are trivial, negligible or immaterial in nature; (v) do not effect a material change in the work; or (vi) do not constitute a substantial exclusion or modification of a requirement or provision in the solicitation.

6.14. [Vendor Complaints](#)

All complaints or grievances should be first submitted in writing to the Procurement & Supply Management Director, by email at Stephanie.Scarbrough@stpete.org or by mail to P. O. Box 2842, St. Petersburg, FL 33731 who will promptly investigate the validity of the complaint and present the findings in writing to the person who submitted the complaint.

6.15. [Protest](#)

(a) All protests related to a solicitation or award must be first submitted in writing to the POD no later than seven (7) days preceding the date of the City Council meeting approving the contract, or no later than seven (7) calendar days following the selection of the successful bidder if the contract does not require City Council approval.

(b) The POD will consider the protest if it is timely filed and contains the following:

- (1) Sufficient information to identify the solicitation or award that is the subject of the protest;
- (2) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive or legally flawed;
- (3) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (4) The relief sought.

(c) If the protest meets the requirements of subsection (b) of this section, the POD will investigate the validity of the protest and present the findings in writing to the person or entity that submitted the protest. Otherwise, the POD will promptly notify the person or entity that submitted the protest that the protest is untimely or that the protest failed to meet the requirements of subsection (b) of this section and give the reasons for the failure.

(d) If the person or entity is dissatisfied with the POD's response, the person or entity may then make an appeal to the City Administrator, who will hear the appeal. The City may not establish appellate jurisdiction of the courts; however, if allowed by the Florida Rules of Appellate Procedure or other rule or judicial decision, the decision from the City Administrator is the final decision of the City and may be subject to judicial review in the manner provided by law.

6.16. [Public Entity Crimes](#)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not (i) submit a solicitation response on an Agreement to provide any goods or services to a public entity, (ii) submit a solicitation response on an Agreement with a public entity for the construction or repair of a public building or public work, (iii) submit a solicitation response for leases of real property to a public entity, (iv) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with any public entity, or (v) transact business with any public entity in

excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

6.17. Nondiscrimination

Vendors for the City of St. Petersburg are required to comply with all applicable laws regarding discrimination in employment, including Pinellas County Code Section 70-53 (a)(1) (prohibiting discrimination in employment based on race, color, religion, national origin, gender, sexual orientation, age, marital status, or disability) and all other applicable federal, state and local laws. Vendors are encouraged to provide workplaces free of discrimination in terms of conditions of employment, including benefits.

6.18. Prohibited Communication

Vendors and their employees, agents, contractors, and representatives are prohibited from lobbying City Council, the Mayor, City staff, selection committee members, and City project consultants relative to this solicitation until the solicitation selection and award processes have been completed. Non-compliance with this provision may result in disqualification from consideration of the award. Notwithstanding the foregoing, this provision shall not prohibit the Vendor from (i) providing public comment in accordance with applicable laws and City policies at public meetings where public comment is permitted, (ii) communicating with the assigned Procurement Analyst, (iii) making a presentation during a selection committee meeting if requested by the selection committee, or (iv) submitting a dispute or complaint in accordance with the requirements set forth in this solicitation.

6.19. Environmentally Preferable Purchasing

It is the policy of the City of St. Petersburg to purchase recycled and environmentally preferable goods. Environmentally preferable goods are defined as “products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.” This includes products that contain recycled content, reduced toxicity and pollution, conserve energy, conserve water, prevent waste, and promote sustainability and resiliency initiatives.

This policy does not require the City to specify environmentally preferable products or services when it can be demonstrated that they are not in the best interest of the City compared to products and services that are not as environmentally preferable. Best interests include but are not limited to, service life, life cycle cost, product effectiveness, or compatibility. This policy will be carried out consistent with the City’s obligations and purpose, and with an overall intent to obtain competitive prices and to provide value to the taxpayer.

6.20. Health In All Policies

Pursuant to Executive Order EO-2018-04, it is the policy of the City to apply the consideration of health, health impacts, and the social determinants of health to the City’s decision-making, including policy development and implementation, budgeting, and the delivery of services and procurement of supplies and construction. Vendors are encouraged to propose services, supplies, and construction that promote health to the greatest extent practicable in their responses to City solicitations. Vendors are further encouraged to provide workplaces that promote the health and well-being of their employees.

6.21. American with Disabilities Act (ADA) Public Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the City of St. Petersburg will not discriminate against qualified individuals with disabilities on the basis of

disability in the City's services, programs, or activities. If Vendor requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to adequately respond to this solicitation. Vendor should contact ADA Coordinator Lendel Bright at (727)-893-7229 or email at lendel.bright@stpete.org as soon as possible but no later than 72 hours before the applicable deadline.

6.22. Background Checks

In the event the solicitation or Agreement requires criminal history checks, Vendor will be responsible for conducting a criminal history check for each employee or subcontractor for which a criminal history check is required.

6.23. Disqualification

The City reserves the right to disqualify Vendors before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Vendors.

6.24. Taxes

The City of St. Petersburg is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

6.25. Compliance with State and/or Federal Requirements

All Vendors entering into a contract with the City with permit(s) issued by a state or federal agency, shall comply with the requirements set forth in the permit(s).

6.26. E-Verify

Vendor shall comply with Florida Statute §448.095 pertaining to required use of the U.S. Department of Homeland Security's E-Verify system, and that should the City terminate§ the contract with the Vendor for violation of §448.09(1), Vendor may not be awarded a contract with the City for at least one year.

6.27. Exceptions to Terms and Conditions

If the Vendor takes exceptions to the terms and conditions of the solicitation and refuses to withdraw such exceptions, the City may deem the Vendor nonresponsive if the City determines that negotiating with the Vendor to address such exceptions may affect the fair treatment of other vendors.

7. Special Terms: Construction \$1M-\$2M

7.1. Consideration of Sea Level Rise and Resiliency

It is the policy of the City to apply the consideration of sea level rise and resiliency to the City's decision-making, including in the procurement of City construction projects. Vendors are encouraged to provide documentation addressing the following:

- A. Whether the project considers the latest regional best available science regarding the effects of sea level rise, climate- related vulnerability and resiliency in St. Petersburg;
- B. Whether the project affects an area that is vulnerable to the impacts of sea level rise;
- C. Whether the project will increase the resiliency of the City with respect to sea level rise;
- D. Whether the project is compatible with the City's sea level rise mitigation and resiliency efforts.

7.2. Small Business Enterprise (SBE)

Vendor agrees to be subject to and shall comply with the requirements for designating the percentage of work identified in the Scope for small business enterprises (as defined in Section 2-232 of the St. Petersburg City Code), or making a good faith effort to do so, as those requirements are set forth in Chapter 2, Article V, Division 4, of the St. Petersburg City Code, as may be amended from time to time (collectively, "SBE Requirements").

8. Background Checks

Background check requirements are contingent upon the project location. Contractors may not be required to complete a background check or may be required to complete one or more, depending on site-specific regulations

8.1. Level 2- Parks and Recreation

The Vendor shall conduct a security background investigation that meets the standards set forth in Florida Statute Section 435.04 (“Level 2 Background Screening”) for each employee and subconsultant/subcontractor employee performing Work at the work site in accordance with the screening requirements set forth in Florida Statute Section 402.302 and Florida Administrative Code Chapters 65C-20, 65C-22 and 65C-25.

Prior to allowing an employee or subconsultant/subcontractor employee to perform Work at the work site, the Vendor shall submit to the City's Project Manager an affidavit certifying that each such employee possesses, and shall continue to possess for the duration of the Project, a valid letter determining that a Level 2 Background Screening was performed and did not identify criminal convictions or other criminal history factors that would disqualify that employee from accessing the work site (“Clearance Letter”). In the event Vendor becomes aware that any employee or subconsultant/subcontractor employee has been arrested or convicted for a disqualifying offense, Vendor shall immediately remove that employee from the work site.

An updated list of all employees or subconsultant/subcontractor employees with access to the work site shall accompany the affidavit and be provided to the City's Project Manager along with the cell phone number of the Vendor's representative responsible for those employees. At any time, the City may request to view the Clearance Letters of any or all employees or subconsultant/subcontractor employees working at the work site. The requested information shall be made available for viewing as soon as possible, but no later than twenty-four (24) hours after the request. If the Vendor fails to provide the requested documentation, the employee(s) in question will not be allowed to continue work until the appropriate documentation has been received. The Vendor shall not be allowed an extension of the Contract Time due to any delay in the performance of the Work attributable to a employee or subconsultant/subcontractor employee's inability to perform Work due to a Clearance Letter being unavailable for inspection. The failure of the Vendor to submit an appropriate affidavit or the submission of an affidavit containing false information shall be considered a substantial violation of the terms and conditions of the Contract Documents and shall provide a basis for termination of the Contract.

8.2. Port- A Federal Transportation Worker Identification Card (TWIC)is required to access port facilities.

Any Vendor or subconsultant/subcontractor employee performing Work at the Work site shall (i) comply with the Maritime Transportation Security Act of 2002, 46 U.S.C. § 70101, et seq. (including any amendments thereto and any regulations or rules promulgated thereunder), (ii) comply with Florida Statute § 311.12, and (iii) possess a valid federal Transportation Worker Identification Credential (TWIC). The Vendor shall not be allowed an extension of the Contract Time due to any delay in the performance of the Work attributable to an employee or subconsultant/subcontractor employee’s inability to obtain a TWIC.

8.3. Water Resources Department- Criminal background checks in accordance with state statute are required for persons having regular access to the Water Department's buildings, facilities and structures.

The Vendor shall conduct a criminal history check (“Background Check”) for each employee, subconsultant/subcontractor employee that will have regular access to the work site in accordance with the background check requirements set forth in Florida Statute Section 373.6055.

Prior to allowing an employee or subconsultant/subcontractor employee regular access to the work site, the Vendor shall submit to the City's Project Manager an affidavit certifying that each such employee is qualified to regularly access the work site in accordance with Florida Statute Sections 373.6055(2), (3)(b) and (3)(c). If any employee or subconsultant/subcontractor employee’s Background Check identifies criminal convictions or other criminal history factors that disqualify that employee from regular access to the work site, Vendor shall not allow that employee to have regular access to the work site, and an appeal process is not available. In the event Vendor becomes aware that any employee or subconsultant/subcontractor employee has been arrested or convicted for disqualifying offense, Vendor shall immediately remove that employee from the work site.

An updated list of all employees or subconsultant/subcontractor employees with regular access to the work site shall accompany the affidavit and be provided to the City's Project Manager along with the cell phone number of the Vendor's representative responsible for those employees. At any time, the City may request to view the Background Checks of Vendor's employees or subconsultant/subcontractor employees working at the work site. Vendor shall make the Background Checks available for viewing as soon as possible, but no later than twenty-four (24) hours after the request. If the Vendor fails to provide the requested documentation, the employee(s) in question will not be allowed to continue work until the appropriate documentation has been received. The Vendor shall not be allowed an extension of the Contract Time due to any delay in the performance of the Work attributable to an employee’s inability to perform Work due to a Background Check being unavailable for inspection. The failure of the Vendor to submit an appropriate affidavit or the submission of an affidavit containing false information shall be considered a substantial violation of the terms and conditions of the Contract Documents and shall provide a basis for termination of the Contract.

8.4. Level 2- Police Department

The St. Petersburg Police Department (SPPD) shall conduct a Level 2 background investigation for all employees or subconsultant/subcontractor employees scheduled to work in a police facility. Should an employee or subconsultant/subcontractor employee's be unable to pass the SPPD background check process, the individual will not be granted clearance to the SPPD facilities.

The Vendor shall not be allowed an extension of the Contract Time due to any delay in the performance of the Work attributable to an employee’s inability to perform Work due to a Background Check being unavailable for inspection. The failure of the Vendor to submit an appropriate affidavit or the submission of an affidavit containing false information shall be considered a substantial violation of the terms and conditions of the Contract Documents and shall provide a basis for termination of the Contract.

9. Insurance

9.1. Commercial General Liability

Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.

9.2. Commercial Automobile Liability

Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

9.3. Worker's Compensation

Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

9.4. Pollution Liability

Pollution Liability insurance with a minimum limit of \$1,000,000 per occurrence. Coverage shall apply to pollution losses arising from all services performed to comply with this Agreement. Coverage shall apply to sudden and gradual pollution conditions including discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants, or pollutants into or upon land, the atmosphere, or any watercourse or body of water. Coverage shall also include the cost of cleanup and remediation.

9.5. Builder's Risk

Contractor shall obtain and maintain Builder's Risk Insurance insuring the Contractor's work at the site to its full insurable replacement value. This insurance shall insure the interests of the Owner, the Contractor, and all Subcontractors in the Work and shall insure against special form causes of loss (all risk perils), including collapse during construction for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Contractor shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the Work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the Owner and written notice of that fact has been issued by the Owner.

9.6. Marine Liability

If any watercraft are operated by Lessee at the Premises, Lessee shall maintain hull coverage on the vessel(s), including wreckage removal, Crew Coverage, and Protection and Indemnity coverage of at least \$1,000,000 per occurrence.