

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND
SGS CONTRACTING SERVICES, INC.
FOR
GENERAL CONTRACTOR FOR GENERAL SERVICES**

THIS CONTRACT is made and entered into this 10th day of June, 2019, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES (“GRU”), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601 and **SGS CONTRACTING SERVICES, INC.** (“CONTRACTOR”), a Florida corporation, with its principal place of business at 23625 W. US Hwy 27, High Springs, FL. 32643, individually referred to as Party or collectively as Parties, respectively.

WHEREAS, GRU requires General Contractor Services; and

WHEREAS, GRU issued a Solicitation on December 28th, 2018 for General Contractor Services; and

WHEREAS, CONTRACTOR submitted a Response dated January 29th, 2019, to provide GENERAL CONTRACTOR- GENERAL SERVICES; and

WHEREAS, an evaluation was conducted on February 14th, 2019 by GRU personnel; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1.0 SCOPE OF SERVICES.

1.1 When a Task Assignment or Purchase Order is executed, Contractor shall provide general contractor goods and services in accordance with the Task Assignment or Purchase order and the following documents which are attached hereto and incorporated herein (collectively the ‘Contract Documents’):

- 1.1.1 Change Orders
- 1.1.2 Task Assignments
- 1.1.3 Contract
- 1.1.4 Response Submittal
- 1.1.5 Addenda
- 1.1.6 Technical Specifications
- 1.1.7 Supplemental Terms and Conditions
- 1.1.8 General Terms and Conditions
- 1.1.9 Standards, Manuals, Codes, Laws, or Regulations applicable to the performance of the work.

In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

1.2 Project Description: This Contract provides for the administration, compensation and responsibilities of the PARTIES relating to performance of general contracting work which will be authorized by GRU. The specific scope of services to be provided by CONTRACTOR will be mutually agreed to by the PARTIES in separate Purchase Orders and/or Task Assignments. All related Purchase Orders and Task Assignments will become a part of this Contract. These Purchase Orders and Task Assignments may be amended as provided herein as changes in scope or required levels of work effort are identified. Compensation for services will be as described in Section 5.0 of this Contract.

1.3 Services performed at GRU's request beyond those defined in the approved Purchase Order and/or Task Assignment shall constitute a Change-of-Scope, which will be documented by a

Change Order to be approved in writing by both PARTIES before services are performed. Written approval shall be obtained prior to performance of the services.

- 1.4 Nothing in this Contract shall be construed to prohibit GRU from awarding, authorizing, or directing its work to be performed, whether identified in this Contract or otherwise, to firms other than CONTRACTOR.

2.0 TERM OF CONTRACT.

- 2.1 The term of this Contract shall be commence on execution and terminate on April 30th, 2022.
- 2.2 This Contract may be extended for two (2), one (1) year extensions, upon mutual agreement of the Parties.
- 2.3 Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new Contract between the Parties.

3.0 TASK ASSIGNMENTS (Work Orders).

- 3.1 Task Assignments: All services to be performed having an amount greater than \$25,000 shall be authorized and performed in accordance with a written and jointly executed Task Assignment for each project for which services are requested. A sample format for the Task Assignment is included as Attachment "5". Each Task Assignment shall consist of the scope of work to be performed by CONTRACTOR, project schedule, deliverables, any specific provisions and the signatures of authorized representatives of GRU and CONTRACTOR agreeing to the provisions of the Task Assignment. GRU shall assign projects based upon CONTRACTOR's experience in a given area, ability to meet the time constraints of a given project and/or CONTRACTOR's current workload.
- 3.2 Written Proposals: Upon request by GRU, CONTRACTOR shall submit to GRU Project Manager a written proposal, which shall include as appropriate, completion dates, estimated fees and expenses, deliverables and the specific tasks necessary to accomplish the particular project objective. GRU shall then incorporate the proposal into a Task Assignment which, with a purchase order, constitutes the written acceptance. Work shall not begin until the acceptance is issued. The original proposal may be submitted to GRU in Task Assignment format.
- 3.3 Changes to Scope: GRU shall have the right to increase or reduce the scope of the services of CONTRACTOR hereunder at any time and for any reason, upon written notice to CONTRACTOR specifying the nature and extent of such reduction or increases. In the event of an addition to the scope of the services, CONTRACTOR shall be fully compensated for additional work as agreed upon by GRU and CONTRACTOR by Change Order. In the event of a reduction to the scope of services, CONTRACTOR shall be fully compensated for the work already performed, including payment of all necessary contract fee amounts due and payable hereunder prior to the receipt of written notification of such reduction in scope and shall be compensated for the reduced scope of work remaining to be done, as determined by GRU. The work of revising documents as a result of reduction in scope of the project shall be compensated for as a change as provided in this Contract.
- 3.4 Timeliness: CONTRACTOR shall complete all assigned projects in accordance with the time of performance specified in the Task Assignment or change thereto.
- 3.5 Projects under \$25,000: Services to be performed having an amount of less than or equal to \$25,000 will be authorized by GRU with a Purchase Order, which shall reference this Contract number and the terms of this Contract shall supersede any conflicting terms contained within said Purchase Order. The CONTRACTOR will prepare a letter proposal that itemizes the major scope tasks and fee.

4.0 DELAY IN PERFORMANCE.

- 4.1 Delay: Neither Party shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include, but are not limited to, abnormal weather conditions, including without limitation, hurricanes; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either GRU or CONTRACTOR under this Contract (except for the CONTRACTOR's license and authorizations to do business).
- 4.2 Notice of Delay: Should such circumstances occur the non-performing PARTY shall, within a reasonable time of being prevented from performing, give written notice to the other PARTY describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. In such event, the CONTRACTOR's contract price and schedule shall be equitably adjusted, if impacted.

5.0 COMPENSATION.

- 5.1 Fee and Expense Schedule: Compensation to CONTRACTOR for services performed shall be based on the current fee and expense schedule, attached hereto as Attachment "4". The PARTIES, based upon the fee and expense schedule, may agree to payment for services on a "lump sum", "time and material" or "not to exceed" basis or any combination acceptable by an authorized GRU representative.
- 5.2 CONTRACTOR Compensation Increases: CONTRACTOR shall obtain GRU's approval prior to performing any work which results in the work assignment exceeding the mutually agreed upon scope of services contained in the Task Assignments.
- a. Minor modifications, which mutually extend the product delivery dates and/or mutually agreeable project costs for less than 5%, may be approved by GRU with the documentation from CONTRACTOR as specifically requested by GRU.
 - b. Major modifications which increase the project cost by more than 5% shall be documented by CONTRACTOR with the following information:
 - (1) A description of the new work and/or new deliverables, that caused a major modification to the work.
 - (2) An explanation as to why the new work was not included in the original scope of work or project assignment or a detailed explanation of other reasons the modification is necessary.
 - (3) A summary of all prior modifications to the project assignment, and reasons why additional modifications will not be necessary or reasons why additional modifications will be necessary.
 - (4) A description of any proposed work, which is outside the original work scope or project assignment. These shall be treated as a new project.
 - c. Upon submittal of the above information, GRU and CONTRACTOR shall mutually agree upon the price modification to complete the project or work assignment by written Change Order. Should agreement between the PARTIES not be reached, GRU's decision shall be binding unless CONTRACTOR requests reconsideration through the Dispute Resolution process described in Section 6.0, Supplemental Conditions.

6.0 MISCELLANEOUS.

- 6.1 Statement of Non-inducement: CONTRACTOR warrants that no company or person, other than a bona fide employee working solely for CONTRACTOR has been employed or retained to solicit or secure this Contract. CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Notwithstanding any other provision of this Contract for breach or violation of this paragraph, GRU shall have the right to terminate this Contract without liability, and at its discretion, to deduct from any amount due to CONTRACTOR hereunder, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 6.2 Non-Discrimination: No person shall, on the grounds of race, sex, age, handicap, creed, color, national origin or any other characteristic protected by applicable federal, state or local law, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this Contract.
- 6.3 Truth-in-Negotiation: By execution of this Contract, CONTRACTOR certifies that the wage rates and other factual unit costs supporting compensation negotiated under project shall be accurate, complete and current at the time of execution of each such Contract. Each invoice shall be subject to adjustment to exclude any significant sums, by which GRU determines the original compensation was increased due to inaccurate, incomplete, or non-current wage rates and other adjustments shall be made within one (1) year following the end of the applicable Contract.
- 6.4 Severability: In the event that any provision of this Contract is found to be unenforceable, the other provisions shall remain in full force and effect.
- 6.5 Assignability: Neither GRU nor CONTRACTOR shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract. Nothing contained in this Section shall prevent CONTRACTOR from employing independent consultants, associates, and subcontractors to assist in the performance of the services undertaken pursuant to this Contract.
- 6.6 Third Party Rights: Nothing in this Contract shall be construed to give any rights or benefits to anyone other than GRU and CONTRACTOR.
- 6.7 Entire Contract: This Contract and attachments hereto, GRU's RFP 2019-039, the CONTRACTOR's response thereto, and any resulting Task Assignments/Work Orders/Purchase Orders constitute the entire Contract between the PARTIES hereto. Modifications of this Contract shall be in writing, signed by both PARTIES, and incorporated as written amendments to this Contract prior to becoming effective.
- 6.8 Notices: Notices to CONTRACTOR should be deemed to have been properly sent when electronically or physically delivered to CONTRACTOR's address (as noted above). Notices to GRU are deemed to have been properly sent when delivered to GRU Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above.

SGS CONTRACTING SERVICES, INC.

BY: *Seth Simmons*
Seth Simmons (Jun 13, 2019)

Seth Simmons
Vice President

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: *Thomas R Brown*
Thomas R Brown (Jun 13, 2019)

Tom Brown
Chief Operating Officer

Approved as to form and legality:

Lisa C Bennett
Lisa C Bennett (Jun 10, 2019)

Lisa C. Bennett
Senior Assistant City Attorney

Utilities Purchasing Representative:



Clint Lockhart
Procurement Specialist III

List of Attachments

- Attachment "1" General Terms and Conditions
- Attachment "2" Special Conditions
- Attachment "3" Technical Specifications
- Attachment "4" Pricing Schedule
- Attachment "5" Sample Task Assignment

ATTACHMENT 1 GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS.

- Contract: The written understanding between the Parties as to the relationship, rights, and obligations of each party. The Contract includes the Contract Documents.
- Contract Documents: The Contract Documents include the Contract, Attachment 1 – General Terms and Conditions, Attachment 2 – Supplemental Conditions, Attachment 3 – Technical Conditions, Attachment 4 – Price, Attachment 5 – Sample Task Assignment, and Fully executed Task Assignment or Purchase Order
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Project: The total undertaking to be performed as more specifically described in each Task Assignment or Purchase Order.
- Specification: A detailed description of the physical or functional characteristics of the Project which guides the Work to be performed. Specifications for each Project are described in each Task Assignment or Purchase Order.
- Work: The entire activity to be performed by Contractor and which is necessary to accomplish the Project as described in each Task Assignment or Purchase Order. The Work includes all labor, services and documentation needed to accomplish the Project. The Work also includes provision of all materials and equipment incorporated in the Project. If specified in the Task Assignment or Purchase Order, the Work may include testing, start-up and commissioning.

2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.0 CHANGE ORDERS.

GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if (1) made in writing, (2) signed by the authorized representative(s), and (3) accepted by Contractor. Such change shall include the following: change orders that constitute changes (1) the general scope of Work, (2) the schedule, (3) administrative procedures not affecting the conditions of the Contract, or (4) the Contract price.

4.0 NOTICES.

Notices to Contractor shall be deemed to have been properly sent when electronically or physically delivered to Contractor. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email.

5.0 PAYMENT.

5.1 Invoicing.

Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU

Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com.

5.2 Receipting Report for Services.

An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

5.3 Payment Terms.

GRU will make payment pursuant to Section 218.735, Timely payment for purchases of constructions services, of the Local Government Prompt Payment Act. Unless all work is to be performed within thirty days, GRU shall withhold retainage as permitted by the Local Government Prompt Payment Act. Contractor shall not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

5.4 Lien Release.

Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

5.5 Final Payment/Acceptance.

The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

6.0 COMPLIANCE WITH LAWS AND REGULATIONS.

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

7.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described below in Section 4.0 Supplemental Conditions, including any appeals; and (3) **FOR CIVIL PROCEEDINGS, THE PARTIES HEREBY WAIVE THE RIGHT TO JURY TRIAL.**

8.0 SOVEREIGN IMMUNITY.

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to *Section 768.28 Florida Statutes*.

9.0 SEVERABILITY.

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

10.0 ASSIGNMENT.

GRU or Contractor shall not assign, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

11.0 AUDIT OF RECORDS.

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

12.0 NONEXCLUSIVE REMEDIES.

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

13.0 ADVERTISING.

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

14.0 MODIFICATION OF TERMS.

This Contract constitutes the entire Contract between the Parties. No oral Contracts or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

15.0 WAIVER.

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

16.0 DISCLOSURE AND CONFIDENTIALITY.

Disclosure and Confidentiality: Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a

felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- 16.1 Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:
 - 16.1.1 Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.
 - 16.1.2 Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- 16.2 Request for Trade Secret or Otherwise Confidential and Exempt Information.
 - 16.2.1 In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
 - 16.2.2 However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.
 - 16.2.3 If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
 - 16.2.4 Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

17.0 PUBLIC RECORDS.

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

- 17.1 Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.
- 17.2 Upon request from GRU's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- 17.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.
- 17.4 Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

17.5 IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE Contractor's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

18.0 SALES TAX.

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

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**ATTACHMENT 2
SUPPLEMENTAL CONDITIONS**

1.0 CONTRACTOR RESPONSIBILITIES.

- 1.1 Performance.
Contractor shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of the Specifications.
- 1.2 Project Related Requirements.
Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

2.0 COOPERATION/ COORDINATION.

- 2.1 Access to Work Site.
GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.
- 2.2 Work by GRU.
GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.
- 2.3 Work by Other Contractors.
GRU reserves the right to permit other Contractors to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.
- 2.4 Coordination.
Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other Contractors' reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

3.0 INDEMNIFICATION.

- 3.1 Contractor agrees to indemnify and hold harmless GRU, The City of Gainesville, its elected officials, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness, or intentional wrongful conduct of the design professional and other persons employed or utilized by the Consultant in the performance of this Contract.
- 3.2 Contractor represents and warrants that Contractor will not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of this Contract. In the event of an infringement suit related to or resulting from this Contract, Contractor represents and warrants that GRU will not be liable for any damages or royalties if applicable.
- 3.3 Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor (1) written notice of any action or threatened action, (2) defending the action at Contractor's sole expense. Contractor shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor's prior written consent, which will not be unreasonably withheld.
- 3.4 The provisions of this section shall survive the termination or expiration of this Contract.

4.0 DAMAGE TO WORK.

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

5.0 DISPUTES.

If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

6.0 DELAY.

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

7.0 DEFAULT.

Prior to termination of the Contract, or the Task Assignment or the Purchase Order, for cause, GRU shall give Contractor a notice of the default and an opportunity to cure the default. GRU shall provide a minimum of ten (10) calendar days' notice of the default. If such default should continue unremedied after the ten (10) day period, GRU may terminate the Contract, or the Task Assignment or Purchase Order, without prejudice to any other rights or remedies. GRU may take possession of the Work; and may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

8.0 TERMINATION.

8.1 Termination for Convenience.

GRU may, by providing thirty (30) calendar days written notice to Contractor, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

8.2 Termination for Cause (Cancellation).

After GRU has given Contractor a Notice of Default and an opportunity to cure the default as provided in 8.0 above, GRU may terminate this Contract, a Task Assignment or Purchase Order, for any of the following:

- (a) refusing, failing or being unable to properly manage or perform the Work;
 - (b) refusing, failing or being unable to provide sufficient numbers of workers, properly skilled workers, proper materials; or to maintain applicable schedules for the Work;
 - (c) refusing, failing or being unable to make prompt payment to subcontractors, sub-subcontractors or suppliers;
 - (d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
 - (e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein;
 - (f) refusing, failing or being unable to substantially perform in accordance with the terms of any other Contract between GRU and Contractor;
 - (g) disregarding instructions of GRU's project manager or engineer;
 - (h) failing to perform the work in accordance with the Contract, Task Assignment, or Purchase Order; and or
 - (i) being adjudged as bankrupt or making a general assignment for the benefit of its creditors, or if a receiver is appointed for Contractor.
- Disregarding instructions of GRU

After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract, or a Task Assignment or a Purchase Order. If GRU terminates for cause, GRU shall pay Contractor for goods and services accepted as of the date of termination, less any disputed sums. GRU retains the right to seek damages resulting from the default.

8.3 Funding out Clause.

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor with thirty (30) calendar day's written notice to Contractor.

9.0 FORCE MAJEURE.

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

10.0 LIMITATION OF GRU'S LIABILITY.

To the fullest extent permitted by law, GRU shall not be liable to Contractor for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

11.0 CONTRACTOR REQUIREMENTS.

- Contractor will be responsible for providing adequate labor to complete individual tasks by the deadline stated on individual task assignments.
- Contractor must be a licensed Contractor in the State of Florida
- Contractor must be registered to conduct business in the State of Florida.

12.0 AUTHORIZED REPRESENTATIVES.

The Purchasing Representative for this Contract is Clint Lockhart. Questions regarding this Solicitation and the administration of the resulting Contract shall be directed to Clint Lockhart at (352) 393-1250 or via e-mail at LockhartCM@GRU.com. E-mail is preferred for an expedited response.

13.0 WORK HOURS.

GRU normal business hours differ by location. Contractor will contact the Authorized Representative at the location where Contractor will perform the Work. Contractor may work outside business hours only with prior approval from the Authorized Representative or designee.

14.0 PERFORMANCE TIME.

Contractor shall complete the Work no later than the date set forth in each Task Assignment or Purchase Order. Contractor further understands and agrees that time is of the essence. If Contractor fails to complete the Work on or before the date established for Final Completion, then Contractor will be solely responsible for costs as set forth in the Task Assignment or Purchase Order.

15.0 LIQUIDATED DAMAGES.

Liquidated damages may be assessed based on the Task Assignment or Purchase Order.

16.0 COMPLETION OF WORK.

- 16.1 Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Project Manager, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 16.2 Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

17.0 DELIVERY.

All materials and equipment shall be delivered F.O.B. Destination, freight included.

18.0 JOB SITE.

The Work shall be performed at a designation owned by GRU within the county of Alachua.

19.0 BONDS.

Payment and Performance Bonds are required for each Task Assignment of \$200,000.00 or as required by law.

20.0 INSURANCE.

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

21.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation:	
(a) State	Statutory
(b) Applicable Federal	Statutory
(c) Employer's Liability	\$500,000 per Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
Excess Liability	\$1,000,000

22.0 WARRANTY/GUARANTEE.

- 22.1 Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects.
- 22.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.
- 22.3 All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

23.0 SAFETY AND SECURITY.

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested.

- 23.1 Confinement to Work Area/Parking.
Contractor's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees shall park personal vehicles and equipment in areas designated by GRU.
- 23.2 Sanitation.
If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

24.0 LIVING WAGE ORDINANCE.

The Living Wage Ordinance as amended applies to this Solicitation. The ordinance can be found at www.cityofgainesville.org. The Living Wage Decision Tree is attached.

The Living Wage ordinance, Ordinance 020663, as amended, as shown on the City of Gainesville's web page, applies to certain contracts for specific "Covered Services," and may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Responders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the contract amount exceeds the threshold amount, the Respondent meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be **\$12.0673** per hour (Living Wage with Health Benefits) or **\$13.3173** per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached hereto, prior to GRU executing the Contract. Once executed, such certification will become a part of this Contract; however, failure to sign such certification will prevent execution of the Contract, may result in forfeiture of any applicable solicitation or proposal bond, and could result in other adverse action.

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

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize GRU to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, GRU shall not be deemed a necessary or indispensable party in any litigation between the Contractor and a subcontractor concerning compliance with living wage requirements.

25.0 WARRANTY OF TITLE.

Contractor warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

26.0 NERC CIP COMPLIANCE REQUIREMENTS.

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

ATTACHMENT 3

GENERAL CONTRACTOR'S GENERAL SERVICES CONTRACT SCOPE

1.0 PURPOSE

Gainesville Regional Utilities (GRU) desires to establish General Service Contracts with multiple General Contractors to complete emergent, emergency or time critical work, and other work related to utility plants and other facilities. These contracts would have pre-determined billing rates and a set mark-up of materials, rental equipment and sub-contractor services, if required. These contracts would also be used for normal work that is of a smaller value. Larger, planned projects would still be competitively sourced with General Contractors asked to submit bids. Larger emergent projects may be completed under this contract if deemed necessary by GRU.

2.0 PROJECT SCOPE.

Typical general contractor work may include, but is not limited to the following:

- Furnish, install, repair, removal, re-installation and alignment of equipment.
- Piping, valves, and tubing installation, modification, and repair, above and below ground.
- Installation, repair, cleaning, or rebuilding of chemical system piping, pumps, and appurtenances.
- Steam turbine / generator mechanical disassembly, repair, reassembly and technical direction/assistance for same.
- Boiler repairs, upgrades and overhaul.
- Steel fabrication, installation, repair and demolition.
- Duct and expansion joint installation, repair and replacement.
- Conveyor system installation, modification and repair.
- Storage tank installation, modification and repair.
- Instrumentation installation, modification or repair.
- Fire protection systems installation, modification or repair.
- HVAC equipment installation, modification or repair.
- Heat transfer and process equipment installation, repair, cleaning and overhaul.
- Insulation of new and repaired work.
- Protective coating, furnishing and install.
- Demolition and disposal of existing facilities.
- Earthwork, site civil, paving, concrete, fencing, and other site work as needed.
- Building facilities maintenance including carpentry
- Treatment Plant Process equipment
- Structure repairs or modifications

Work may be in industrial environment under various climatic and occupational conditions, and may be below grade or at elevations significantly above grade. Contractor shall be responsible for their own safety, but may also be subject to GRU's site or department specific procedures.

3.0 PRICING

3.1 GRU may elect to seek fixed price proposals/quotes for work from one or more contracted vendors when project clarity of scope and time permits and/or when the dollar amount of the work is expected to exceed a certain threshold.

3.2 GRU may elect to conduct work on a time and materials basis using the contracted time and materials rates when project scope is uncertain and/or there is not enough time to secure a detailed proposal/quote for when the project is considered to be small.

4.0 WARRANTY

The work performed under any proposal or task shall be warranted for a minimum of 1-year for all materials and Workmanship unless otherwise requested in the proposal or individual task document.



"ATTACHMENT 4"

23625 W. US Hwy 27 – High Springs, FL 32643

Phone: (352)-745-6950

CGC 1514772 / CUC 1225090

2019-039 General Contractor - General Services

CREW & EQUIPMENT RATES:

(The term "DAY" is defined as one 10-hour workday)

<u>Crew 1</u>	(2 person crew; Foreman & Skilled)	\$ 1,800 / DAY
<u>Crew 2</u>	(2 person crew; Superintendent & Skilled)	\$ 2,100 / DAY
<u>Crew 3</u>	(3 person crew; Superintendent, Foreman, Skilled)	\$ 2,525 / DAY
<u>Crew 4</u>	(3 person crew; Superintendent, Skilled, Skilled)	\$ 2,375 / DAY
<u>Crew 5</u>	(4 person crew; Superintendent, Foreman, Skilled, Skilled)	\$ 2,800 / DAY

Emergent Crew Rates (applies only to unit rates shown above):

- Available Crew; 7 AM to 5:30 PM (standard work hours) **No Additional Charge**
- Crew Requiring Work Stoppage on Other Project **Unit Rate X 1.5**
- Non-Standard work hours or Overtime **Unit Rate X 1.5**

Laborer (Subcontracted):	\$ 22.00 / HOUR
Rubber Tire Backhoe (Owned):	\$ 200.00 / DAY
Mini-Excavator (Owned):	\$ 180.00 / DAY
Owned Equipment Transport (Contracted):	Charged Rate Plus 10%
Rental Equipment:	Charged Rate Plus 10%
Crane:	Charged Rate Plus 12%
Subcontractors:	Charged Rate Plus 12%
Materials:	Charged Rate Plus 15%

Response Time (From Initial Contact):

Management:	Less than 3 Hours
Crew:	1-2 Days (non-emergency)
	Less than 2 hours (emergency)

"Attachment 5"
SAMPLE TASK ASSIGNMENT

TASK ASSIGNMENT NO. _____ (Assigned by GRU Procurement)

CONTRACT NO. 2019-039-X with _____ for
GENERAL CONTRACTOR SERVICES

TITLE: *(an appropriate title to distinguish this Task Assignment)*

THIS TASK ASSIGNMENT entered into on the _____ day of _____, 20____ describes services to be performed in accordance with the contract entered into between the parties dated _____, General Contractor- General Services Agreement, Contract 2019-_____.

ORDER OF PRECEDENCE: In the event that there is any conflict between the terms and conditions contained in the Contract, the Solicitation, and/or the Agency's response to the Solicitation, the Agency's proposal referenced in this Task Assignment or the Task Assignment itself, the order of precedence shall be the Contract, as amended or modified, interpreted as a whole, as applicable, and then as follows:

- a. Task Assignment
- b. Formal Solicitation
- c. Agency's response to the Solicitation

BACKGROUND: *(provide sufficient information to understand the current status)*

PURPOSE: *(explain what this TA will accomplish and how GRU will benefit)*

- 1.0 **SCOPE OF PROJECT.**
- 2.0 **PROJECT SCHEDULE.**
- 3.0 **MEETINGS AND PROJECT MANAGEMENT**
- 4.0 **DELIVERABLES.**
- 5.0 **SPECIFIC GRU RESPONSIBILITIES.**
- 6.0 **CONTRACT PRICE.**
- 7.0 **SPECIAL PROVISIONS.**

7.1 Liquidated Damages. The Parties agree that time is of the essence in the completion of the Project. Contractor shall pay GRU \$_____ for each day that expires after the time specified for Substantial Completion of the Work.

7.2 Retainage. Pursuant to Florida State Statute 255.078, ten (10) percent will be withheld from each progress payment made to the contractor until fifty (50) percent completion of such services are completed. After (50) fifty percent completion of the construction services, the retainage amount will be reduced from ten (10) percent to five (5) percent until Final Completion. For the purposes of this Contract, "50 percent completion" is defined as the point at which the public entity has expended fifty (50) percent of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contract.

7.3 Payment and Performance Bond. Contractor shall provide a statutory Payment and Performance Bond in the amount of the Contract Price.

