

**COOPERATIVE PURCHASING AGREEMENT FOR
GENERAL CONTRACTOR FOR GENERAL SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT FOR GENERAL CONTRACTOR FOR GENERAL SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SGS CONTRACTING SERVICES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 46-1147891) ("Contractor").

RECITALS:

WHEREAS, after a competitive procurement process the City of Gainesville, Florida d/b/a Gainesville Regional Utilities ("GRU") entered into a Contract with SGS Contracting Services, Inc., for the provision of general contractor services, GRU Contract No. 2019-039-L (the "GRU Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, the City of Ocala utilizes lime softening as a type of water treatment to condition hard water and to remove microorganisms and dissolved organic matter at Basin #1 and Basin #2 at the City's Water Treatment Plant #1; and

WHEREAS, Basin #1 is currently out of service due to extensive structural deterioration due to age;

WHEREAS, the City's Water Resources Department sought a procurement exception which would allow the City to piggyback on the GRU Agreement without issuing a competitive solicitation on the grounds that an urgent operational need exists because, without Basin #1 being operational, there is no redundancy in the water treatment process in the event of a failure of Basin #2; and

WHEREAS, after considering the competitive procurement process conducted by the City of Gainesville, the qualifications of SGS Contracting Services, Inc. as a specialist in rehabilitative work for infrastructure of the type required by the City, and that the City has an urgent operational need for the repair of Basin #1 and for the emergency rehabilitation of WTP #1's lime accelerator, the City Contracting Officer granted said exception; and

WHEREAS, City desires to procure rehabilitative general contracting services pursuant to essentially the same terms, conditions, and pricing provided under the GRU, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor has agreed to extend the terms, conditions, and pricing under **Exhibit A – GRU Agreement** and **Exhibit B – SGS Proposal**, as applicable and amended by the terms and conditions of this Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meanings specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for General Contractor for General Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **GRU Agreement:** – shall mean the Contract Between the City of Gainesville d/b/a Gainesville Regional Utilities and SGS Contracting Services, Inc. for General Contractor for General Services dated June 10, 2019, and its exhibits, attached hereto as **Exhibit A – GRU Agreement** and incorporated herein by reference.
 - C. **SGS Proposal** – shall mean the Proposal prepared for the City of Ocala by SGS Contracting Services, Inc. for the desired rehabilitative general contracting services attached hereto as **Exhibit B – Proposal**.
3. **INCORPORATION OF GRU AGREEMENT AND SGS PROPOSAL.** The GRU Agreement, attached hereto as **Exhibit A**, and SGS Proposal, attached hereto as **Exhibit B**, are hereby incorporated by reference as if set forth herein in their entirety. However, to the extent that any terms and conditions set forth in the GRU Agreement or SGS Proposal conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the GRU Agreement are modified as follows:

- A. The terms "Gainesville Regional Utilities," "GRU," and "City of Gainesville," shall be replaced and intended to refer to the "City of Ocala."
- B. **PROJECT DESCRIPTION.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Piggyback Agreement as set forth in **Exhibit A – GRU Agreement** and **Exhibit B – SGS Proposal** attached hereto. The scope of work for the services provided under this Agreement may only be adjusted by written amendment executed by both parties.
- C. **TERM OF CONTRACT.** This Agreement shall become effective and commence on **DECEMBER 22, 2021** and continue through and including **APRIL 30, 2022** (the "Initial Contract Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR (1-Year)** terms by written consent between City and Contractor.
- D. **COMPENSATION AND PAYMENT.**
- (1). **Fee and Expense Schedule.** Compensation to Contractor for services performed shall be based on the fee and expense schedule attached to the GRU Agreement at Attachment 4 and the SGS Proposal attached hereto as **Exhibit B**. City shall pay Contractor a maximum limiting amount not to exceed **ONE MILLION, ONE HUNDRED FORTY-ONE THOUSAND, EIGHTY-SEVEN AND NO/100 DOLLARS (\$1,141,087)** (the "Contract Sum") over the course of the Initial Contract Term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The rates set forth in the fee and expense schedule attached to the GRU Agreement at Attachment 4 and the SGS Proposal shall remain fixed throughout the duration of this Agreement, including both the Initial Contract Term and any Renewal Contract Term, unless otherwise agreed to by the parties. Pricing under this Agreement may only be adjusted by written amendment executed by both parties.
- (2). **Monthly Progress Payments.** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.
- (3). **Receipting Report for Services.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services

- completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- (4). **Invoicing.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: City of Ocala Water Resources Department, Attn: Luis Acosta, E-Mail: lacosta2@ocalafl.org.
- (5). **Payment Terms.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- (6). **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- (7). **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- (8). **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- E. **NOTICES.** Any and all notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, return receipt requested to the following address:

If to Contractor: SGS Contracting Services, Inc.
Attention: Seth Simmons
18420 High Springs Main Street
High Springs, FL 32643
Phone: 386-361-5300
Email: seth@sgscsi.com

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

F. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

(1). **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- a) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - b) Contractor provides material that does not meet the specifications of the Agreement;
 - c) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - d) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement
- (2). **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- (3). **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- a) City shall be entitled to terminate this Agreement without further notice;
 - b) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
 - c) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - d) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law
- G. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall: (A) Keep and maintain public records required by the public agency to perform the service. (B) Upon request from the public agency'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 Chapter 119, Florida Statutes, or as otherwise provided by law. (C) 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 the public agency. (D) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-Mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- H. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements

of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

- I. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers, as additional insureds.
- J. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - (1). One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and
 - (2). One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor.
 - (3). Contractor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; as an additional insured. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
- K. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work.

L. MISCELLANEOUS INSURANCE PROVISIONS.

- (1). **Insurance Requirements.** These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- (2). **Deductibles.** Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.
- (3). **Certificates of Insurance.** Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.
- (4). **Failure to Maintain Coverage.** In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
- (5). **Severability of Interests.** Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

- (6). **Mandatory Endorsements for All Required Policies.** All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.
- M. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
- N. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- O. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

- P. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- Q. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- R. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- S. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the

Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

- T. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- U. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 01 / 04 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

SGS CONTRACTING SERVICES, INC.

Seth G Simmons

By: SGS Contracting Services, Inc.

(Printed Name)

Title: President

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-L

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

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-L

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

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

**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

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

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

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

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

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-L

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.

[Remainder of page intentionally left blank]

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-L

**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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-L

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

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-L

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
 Gainesville Regional Utilities
 Contract No. 2019-039-G

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.

EXHIBIT A - GRU AGREEMENT

City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2019-039-G

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.



**EXHIBIT A - GRU AGREEMENT
"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)

EXHIBIT A - GRU AGREEMENT

"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.

EXHIBIT B - SGS PROPOSAL



PROPOSAL

PROJECT: City of Ocala WTP Lime Accelerator #1 Emergency Rehabilitation

DATE: 08-31-2021

TO: Luis Acosta / City of Ocala

SCOPE OF WORK

1	SCOPE					
2	Furnish all labor, equipment, materials, and services to provide the emergency rehabilitation of the existing Lime Accelerator Unit #1					
3	as further defined herein.					
4						
5	Process Equipment: referencing the attached scope of supply from Suez (the OEM provider), replacement of the deckplate, rotor					
6	impeller (including drive shaft), and drive platform. Note that the replacement price for the rotor impeller drive unit is shown as an					
7	"adder" at the bottom of this quote (Line Item B).					
8						
9	Piping & Spray Ring: replace existing submerged spray ring piping system with new 304SST Sch10 welded piping (and related					
10	supports). Spray nozzles to be provided by City and installed by SGS. All associated piping to be replaced to tank perimeter/edge.					
11	Existing spray piping electric actuated valve to be replaced with manual valve (ground level, tank exterior) per City's request.					
12						
13	Paint & Protective Coatings: provide all surface preparation & coatings for full interior and exterior coating rehab of unit #1, using					
14	same material specifications that were required when unit #2 was rehabilitated (2017). Includes exterior coating on unit #2. Includes					
15	coating of existing exposed piping connected to unit #1 and #2. Includes coating of exposed catwalks and stairways connected to					
16	both units. Includes exterior coating of adjacent lime silo (Lime Item C).					
17						
18						
19	DOCUMENTS					
20		Yes	No		N/A	Comments
21					X	
22	GENERAL PROVISIONS	Yes	No		N/A	Comments
23	Building Permits		X			By others
24	Insurance: GL - \$1MM/\$2MM	X				
25	Insurance: AUTO - \$1MM	X				
26	Insurance: UMBRELLA - \$5MM	X				
27	Insurance: POLLUTION LIABILITY - \$1MM/\$2MM	X				
28	Insurance: WORK COMP - \$1MM	X				
29	Payment & Performance Bond		X			ADD 1.25%
30	Survey:		X			
31	Material Testing:		X			N/A
32	Temporary Power		X			
33	Fees and Usage Costs for Electricity and/or Water Usage		X			
34	SITEWORK & EARTHWORK	Yes	No		N/A	Comments
35	Clean Work Area	X				
36	Restore Site (as required due to ruts, holes, etc. that result from our work and equipment usage)	X				
37	CONCRETE	Yes	No		N/A	Comments
38						
39	MISC. METALS	Yes	No		N/A	Comments
40	Replace Damaged Launder Angle Supports	X				
41	Replace Upper 6" Steel on Stilling Well Ring	X				
42	PAINT & COATINGS	Yes	No		N/A	Comments
43	Painting & Coatings as noted above	X				
44	PROCESS EQUIPMENT	Yes	No		N/A	Comments
45	Process Equipment as noted above	X				
46	PROCESS PIPING	Yes	No		N/A	Comments
47	Spray Ring Piping System	X				
48	Feedwell Piping, Influent Piping, Effluent Piping and Draft Tubes		X			coatings only
49	Tank Inner Process Valves		X			
50	ELECTRICAL	Yes	No		N/A	Comments

EXHIBIT B - SGS PROPOSAL

51	Disconnect & Reconnect Gear Drive	X				
52	New Electrical Power Equipment		X			
53	MISCELLANEOUS	Yes	No		N/A	Comments
54	Sanitary Facilities & Dumpsters	X				
55	Linestops and/or Insert-Valves (if existing valves do not work properly)		X			
56	Basin draining and/or cleaning		X			
57	Bypassing of Flow (by any means requiring additional pipe and/or equipment provided by SGS)		X			
58	SAFETY	Yes	No		N/A	Comments
59	All PPE Normally Required for Projects of This Nature	X				
60	OSHA 30 (Principals)	X				
61	OSHA 10 (Superintendents)	X				
62	Weekly Toolbox Meetings	X				
63	SCHEDULE					
64	TBD					
65	PAYMENT / TERMS / RELEASES				N/A	Comments
66	Retainage: N/A					
67	Payment: NET30					
68	Expiration of This Proposal					45 DAYS
69	Releases of Lien: Florida Statutory Language for Partials and Finals					
70	CERTIFICATIONS & LICENSES					
71	State of FL Certified General Contractor (CGC 1514772)					
72	State of FL Certified Underground Utility & Excavation Contractor (CUC 1225090)					
73	PRICING					
74						
75	LINE ITEM A	TOTAL PRICE FOR SCOPE LISTED ABOVE (EXCL. DRIVE):			\$897,530.00	
76	LINE ITEM B	ADDER PRICE FOR REPLACEMENT OF DRIVE UNIT:			\$169,470.00	
77	LINE ITEM C	ADDER PRICE FOR LIME SILO EXTERIOR REHAB:			\$60,000.00	
78						
79		TOTAL PRICE FOR A, B, & C:			\$1,127,000.00	
SGS Contracting Services, Inc. -- PO Box 908, High Springs, FL 32655. -- 386-361-5300						

SCHEDULE MILESTONES (anticipated):

- Notice To Proceed - January 2, 2022
- Partial Demolition/Equipment Removal - Four (4) to Six (6) Weeks
- Initial Painting/Coatings - Twelve (12) to Sixteen (16) Weeks
- Installation of New OEM Equipment - Four (4) to Six (6) Weeks
- Final Painting/Coatings - Two (2) to Four (4) Weeks
- Equipment Startup & Punch List - Two (2) Weeks
- FINAL COMPLETION - 270 Calendar Days (recommended)

LABOR/CREW/EQUIPMENT (anticipated):

- The majority of self-performed activities will take place with a 4-person crew (supervisor + 3)
- Temporary tool/office trailer will be provided for the entirety of the project
- Temporary sanitary facilities and dumpsters will be required for the entirety of the project
- A forklift/lull will be required for the entirety of the project

SUBCONTRACTORS:

- Crystal Coatings, Inc. - ALL painting/coating activities
- Wallis Industrial Services, LLC - Welding and onsite fabrication
- SUEZ - onsite OEM startup services
- Heckman Electric, Inc. - ALL electrical subcontractor services

NS Accelator®

Solids Contact Clarifier/Softener



AFTERMARKET SALES PROPOSAL

PROPOSAL NUMBER: 428859.3

DATE: 8/30/21

SUBMITTED BY:

SUEZ WTS SERVICES USA, INC

4880 Cox Rd, Suite 101, Glen Allen VA 23060

Tel: 804-756-7609

Email: scott.spradlin@suez.com



treatment solutions | North America

EXHIBIT B - SGS PROPOSAL

August 31, 2021

Attn: Mr. Seth Simmons
SGS Contracting Services, Inc.
18420 High Springs Main Street
High Springs, FL 32643
Ph: 352-745-6050

Subject: #25 NS Accelator® - Solids Contact Clarifier Proposal
Ocala WTP, Ocala, FL – Unit #1
SUEZ Proposal No. 428859.3

Mr. Simmons:

SUEZ is pleased to submit our NS Accelator® clarifier/softener proposal for rebuild parts as noted herein. The existing #1 unit was provided by SUEZ (Infilco) in 1971 under our contract 71-53007.

We have endeavored to provide complete information here, but if you have any questions or require any additional information please do not hesitate to contact me at 800.446.1150 at your convenience. We look forward to further discussions with you concerning this project.

Sincerely,



Scott Spradlin
Manager, Rebuilds - InfilCare
SUEZ WTS Services USA Inc
Tel: 804-756-7609



EXHIBIT B - SGS PROPOSAL

Proposal and Contract

TO:

Attn: Mr. Seth Simmons
 SGS Contracting Services, Inc.
 18420 High Springs Main Street
 High Springs, FL 32643
 Ph: 352-745-6950

Proposal No.: 428859.3

Date: August 31, 2021

For: City of Ocala WTP – Unit #1
 Accelerator Rehabilitation Parts
 Ocala, FL

(hereinafter referred to as "Purchaser")

SUEZ WTS SERVICES USA, INC. (hereinafter referred to as "SUEZI") offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated herein and in accordance with the Conditions of Sale and other provisions contained or referenced herein. This Proposal shall remain in effect for 14 days from the date hereof. After such date, pricing is subject to the Producer Price Index, calculated from the original proposal/bid date. The Purchase Price is based upon only the Conditions of Sale and other provisions specifically contained or referenced herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained or referenced herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. SUEZ hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained or referenced herein unless expressly accepted in writing by SUEZ.

This Proposal and any resulting contract shall be referred to hereinafter as "this Contract".

Accelerator Clarifier/Softener:

Parts for one (1) #25 NS Accelerator® to be rehabilitated, provided as described herein. Proposal includes knocked down parts only. Field erection is by others.

SUEZ Sales Representative

Mr. Cameron Young
 Moss - Kelley, INC.
 725 Primera Blvd.- Suite 155
 Lake Mary, FL 32746
 Ph: 407-805-0063
 Mobile: 407-913-7177
 Email: cjl@mosskelley.com

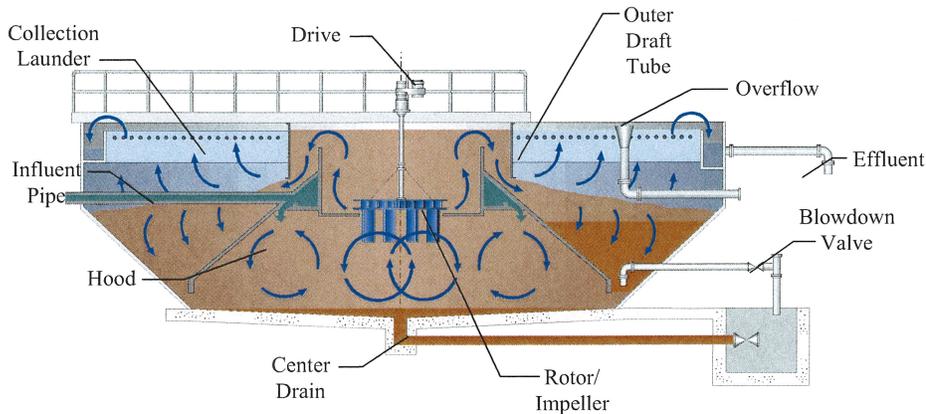


EXHIBIT B - SGS PROPOSAL

1. NS ACCELATOR® PROCESS DESCRIPTION

A solids contact unit is intended for clarification/softening of the influent stream. The raw water enters through the inlet pipe into the primary zone where it is mixed with the previously formed slurry. Treatment chemicals are added as required. The rotor provides controlled velocity mixing of raw water and chemicals in the presence of a large volume of slurry in the primary mixing and reaction zone. Precipitation takes place in the presence of previously formed precipitates, resulting in dense particle growth.

The independently adjustable impeller circulates two to four volumes of slurry from the primary zone to the secondary zone where continued slurry contact allows the treatment reactions to approach equilibrium. When the slurry leaves the secondary mixing and reaction zone, it is discharged downward between the inner and outer draft tubes, outward along the sloping hood, and onto the surface of the slurry pool.



The slurry is in controlled motion, outward and downward. From it the treated water is displaced upward. The slurry is drawn back under the hood structure to the primary mixing and reaction zone by the suction produced by the impeller. Recirculation of the slurry is independent of the flow rate. Because of this unique feature, rapid changes in flow rate can be handled.

Next, the densely structured precipitate is transitioned from the reactor basin through a piston flocculation zone to the clarification and thickening zone. As the water flows under the baffle and upwards into the tubes, the solids downward momentum carries them to the bottom of the thickener basin. This thickened sludge is periodically discharged from the hopper on a blowdown cycle.

Clarified water proceeds beneath the aforementioned baffle into the clarification zone. The finished water is collected through a series of launders or laterals which discharge treated water into the effluent trough.



EXHIBIT B - SGS PROPOSAL

NS ACCELATOR® DESIGN BRIEF

SIZING CRITERIA

Application	Clarification/Lime Softening
Model No.	#25 NS
Basin Type	Existing Conical Steel
Number of Units	1
Design Flow per Unit	7,000 gpm
Peak Flow per Unit.....	10,500 gpm
Design Loading Rate.....	2.20 gpm/sq.ft
Peak Loading Rate.....	3.29 gpm/sq.ft
Design Detention Time (Basin)	55 min
Peak Detention Time (Basin)	36 min
Basin Diameter.....	70' - 0"
Floor Diameter.....	42' - 1 3/4"
Tank Sidewall Depth	18' - 6"
Max. Water Depth	18'-0"
Inlet Pipe Size	30" (by SUEZ, Inside basin only)
Outlet Pipe Size	44.5" OD (by others)
Center Drain Pipe Size.....	6" (by others)
Launder Type	Radial
No. of Collection Launderers.....	14 (reuse existing, not included)
No. of Outlet Launderers	2 (reuse existing, not included)
Rotor Impeller Drive	Softening
Impeller Drive HP	30 HP (Inverter Duty Motor, VFD not included)

STANDARD SCOPE OF SUPPLY

SUEZ proposes to furnish the following equipment for **each** unit (unless noted):

DECKPLATE

- One (1) deckplate to be erected under the rotor impeller and supported by the inner draft tube and hood plates shall be fabricated of 3/16" thick A36 carbon steel. The deckplate shall be supplied in (16) segments for field bolting together and to the underside flange of the inner draft tube and to clips on the hood plates. Carbon Steel Support rods will be included for attaching to rafters. The clips will be provided with assembly bolts.

ROTOR IMPELLER

- One (1) rotor-impeller complete with cantilevered shaft assembly to provide, primary mixing zone, recirculation of flow into the secondary zone and mixing in the secondary zone. The rotor-impeller will be comprised of a horizontal continuous top plate with a series of inverted "L" blades with tie rods bolted to the impeller bottom plate. An external adjustable band will be incorporated to provide flexibility in mixing to recirculation ratio. Rods and turnbuckles are included to stabilize the impeller. Flanged pipe shaft is included. Impeller, blades, tie rods, turnbuckles, band and pipe shaft will all be made from carbon steel.



EXHIBIT B - SGS PROPOSAL**ROTOR IMPELLER DRIVE UNIT**

3. One (1) rotor-impeller drive specified selected for continuous mixer service. The rotor-impeller drive will be a flange mounted vertical inline helical reducer, integrally mounted to an inverter duty motor. The drive shall be designed for a minimum 4:1 speed range. The gear reducer will have a minimum service factor to meet AGMA Class II service. The gearbox assembly will be powered by an integral mounted motor of 30 hp, suitable for a 460V, 3-phase, 60-Hz power supply, TEFC, severe duty with Class F insulation, 1.15 service factor, NEMA Design B with Class B temp rise. Gearbox manufacturer shall be SEW Eurodrive or SUEZ approved equal. Motor shall be TECO Westinghouse or SUEZ approved equal. Motor shall include motor space heaters and thermostats. Drive unit will be all direct coupled. No belts, sheaves, or chains are required or included. Controls panel and/or VFD is not included. A VFD must be used to control the speed and provide adjustability. Unit comes with both gearbox and motor manufacturer's standard severe duty paint system.

DRIVE PLATFORM

4. Reuse existing. IMPORTANT NOTE: The drive platform will require some modification in the area of the rotor impeller drive unit in order to mount a new drive. SUEZ will provide necessary carbon steel support members and mounting plate where necessary. The Installer must remove existing members and install new members per the drawings provided. Existing grating will need to be cut and moved around the new mounting plate as needed by the Contractor. Grating, handrail and toeplate is not included.

SURFACE PREPARATION & PAINTING

5. All fabricated carbon steel plates, shapes, members and piping will be delivered shop blasted to SP-SSPC10, primed with one coat of Tnemec Series 1 Omnithane Primer (2.5-3.5 MDFT). All carbon steel primed parts shall be taped off within 3-4" of all weld edges for Contractor to perform field welding. Contractor is responsible for sandblasting, priming, finish painting in accordance with the project specifications once equipment is field erected, welded and fully assembled. ~~Once equipment is field erected, welded and fully assembled, the Contractor is responsible for properly cleaning the stainless steel to remove all slag, heat tint and any other iron embedment associated with handling, erection and welding. The Contractor should use either safe chemical cleaning methods and mechanical means where needed or a combination of methods per ASTM A380. Field welding by the installer shall consist of approximately 5,300 linear feet of field welds for the internal mechanism. If customer specifications require continuous seal welds, SUEZ is not responsible for the varying labor or material costs for the Contractor to perform this work. Caution should be exercised when seal welding to prevent warping of materials. SUEZ is not responsible for warping or fit-up problems due to excessive and/or improper field welding. Field cleaning after welding, priming, or finish painting is by others. SUEZ is not responsible for actual values required to complete the project according to final bid documents. Estimated welding and square footage is provided as a courtesy only. SUEZ recommends using pickling gel for field cleaning of all stainless steel field welds to minimize any corrosion and to re-passivate the base metals. Tools and pickling gel is not by SUEZ. Actual values may vary.~~

FASTENING HARDWARE

6. Erection fasteners shall be Type 304 stainless steel, except where specific hardware is required to be a standard SUEZ component made of carbon steel. Fastening hardware shall be included by SUEZ. Embedded anchor bolts shall be sized by SUEZ, but provided and installed by others.

FIELD SERVICE

7. Two (2) days of service shall be supplied for construction inspections, start-up and performance testing in no more than one (1) trip to the jobsite.



EXHIBIT B - SGS PROPOSAL

SCOPE NOT BY SUEZ

1. Any/All parts or design work for any other unit other than Unit #1
2. All concrete basins & grout
3. Materials and/or labor for additional concrete and/or concrete repairs to suit the equipment.
4. Mobilization, Demolition, disposal of existing equipment or demobilization
5. All field finish coatings and/or cleaning or touchup paint
6. Any/all embedded wall fittings and pipe flanges
7. Conical Tank shell
8. Outlet pocket
9. Radial and effluent launders
10. Walkways, drive platform, handrail, grating, toeplate
11. Rafters, hood plates, skirt plates, inner draft tube, baffles, outer draft tube, support gussets, annular collection launder.
12. Erection or Installation of any kind
13. Field welding and/or weld cleaning or associated materials to perform welding or cleaning
14. Cribbing, scaffolding, temporary work platforms or shoring materials
15. Crane, forklift or any other type of equipment rentals
16. Unloading & placement of equipment from delivering carrier
17. All anchor bolts and mounting hardware not specified herein
18. All piping & piping supports not specified herein
19. All chemical feed systems
20. Stored and/or installed materials testing and/or procedural development of any/all testing
21. Replacement, parts and/or refurbishment of existing drive units
22. VFDs or Control Panel(s)
23. Influent or effluent valves
24. Light Poles
25. Stairs from walkway at top of tank to ground elevation on outside of tank
26. Influent, Effluent, or other pipe outside of basin or in imbedded wall
27. NSF61 certification of any fabricated part, unless otherwise noted herein
28. Any/all costs or schedule impact associated with NSF61 certifications of finished field assembled product
29. Performance Guarantees and/or Bonds
30. Welder Qualifications
31. Pickling gel or other stainless steel cleaning tools, materials or labor
32. Rigging, demo, construction and/or safety plans
33. In person presence at weekly progress meetings



EXHIBIT B - SGS PROPOSAL

34. Land Survey
35. Hose bibbs and/or valves
36. Chemical pipes, pipe supports, carriers or brackets, except where noted
37. Extended and/or Push-Pull warranties
38. Noise or vibration analysis
39. Individual parts cost breakdowns
40. Calculations and/or PE Stamps
41. Structural analysis of concrete and/or repair recommendations
42. Additional materials and/or structural design beyond the original design, unless stated otherwise herein
43. Potable and/or non-potable Water
44. Tank cleaning and/or disposal of sand, grit, sludge, lime scale or other debris
45. Line pigging or any other type of pipeline cleaning
46. Chlorination or other type of disinfection of equipment and/or tank
47. Equipment tests specifically not identified in SUEZ's O&M Manual
48. Holiday testing for any shop or field applied coatings.
49. Crating and/or packaging of parts exceeding 4 feet x 4 feet in size
50. Any/all costs associated with storage of materials either off-site or on-site at any time during the project.
51. Light Poles
52. VFD panel HiPot testing
53. All horizontal runs of chemical feed piping and supports
54. All rapid mixer components
55. All compressed air piping
56. Flow meter, pH probe, turbidity meter
57. Building or cover
58. Hole watch, confined space permits and/or equipment
59. Cathodic protection or any other type of corrosion inhibitors
60. Electrical permits, power, water or other local services
61. Any/all costs or labor associated with field weld procedure specifications (WPS), weld procedure qualifications (WPQ) and/or certified field weld inspections (CWI) or field weld testing/reports.
62. Supply and installation of all electrical power and control wiring and conduit to the equipment served plus interconnections between the SUEZ equipment as required, including wire, cable, junction boxes, fittings, conduit, cable trays, safety disconnect switches, circuit breakers, etc.
63. Install and provide all motor control centers, motor starters, PLC, field wiring, wireways, supports and transformers
64. All other necessary equipment and services not otherwise listed as specifically supplied by SUEZ



EXHIBIT B - SGS PROPOSAL

SUEZ CONDITIONS OF SALE

Exclusive Terms and Conditions. Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms (“Agreement”) whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly “Equipment”) and to provide advice, instruction and other services in connection with the sale of that Equipment (“Services”). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer’s purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller’s proposal.

2. **Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer’s systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller’s personnel to operate Buyer’s systems or the Equipment at Buyer’s site.

3. **Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller’s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller’s invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.

4. **Taxes and Duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes (“Buyer Taxes”). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer’s failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.

5. **Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2010) Seller’s facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller’s sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

6. **Warranties and Remedies.** Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller’s warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller’s written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) chemicals and Services, for six (6) months from their date of delivery or the provision of Services;
- (b) consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use of fifteen (15) months from their date of delivery;
- (c) spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller, the warranty shall be the manufacturer’s transferable warranty only.

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller’s sole responsibility and Buyer’s exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller’s facility or (at Seller’s option) replace at Seller’s facility the defective item of Equipment, and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer’s systems or the Equipment at the Buyer’s site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer’s facility and all related system in accordance with Seller’s instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c)



EXHIBIT B - SGS PROPOSAL

modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

7. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property."

8. Compliance with Laws and Permits. All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

9. Buyer's Site Conditions. Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

10. Hazardous Materials and Wastes. In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared), epidemics, pandemics as declared by the World Health Organization or nation in which performance, export or delivery of Goods occurs, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding one hundred and eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid for all work performed and Goods delivered prior to the occurrence of the delay. If Seller is delayed by any acts or omissions of Buyer, or by the prerequisite work of Buyer's contractors or suppliers, Seller shall be entitled to an equitable adjustment to price and/or an extension in time for performance as applicable.

12. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

13. Confidentiality, Intellectual Property. Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.



EXHIBIT B - SGS PROPOSAL

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, an EU member state or country of delivery (provided there is a corresponding patent issued by the USA or an EU member state), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Equipment or Service.

14. Limitations on Liability. Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

(a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;

(b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;

(c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement with the third party for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

15. Termination. This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party:

(a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or

(b) fails to make any payment when due or to establish any payment security required by this Agreement, or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

16. Governing Law, Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

17. No Nuclear Use. Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of



EXHIBIT B - SGS PROPOSAL

this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.

18. **Export Control.** Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations including those of the United States, European Union, and France. Additionally, Buyer shall not sell, distribute, disclose, release or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, North Korea, (iii) the region of Crimea or (iv) any person or entity listed on the "Entity List" or "Denied Persons List", the list of "Specifically Designated Nationals and Blocked Persons" maintained by any other applicable prohibited party list. The Buyer hereby certifies that the work, technical data, software or other information or assistance furnished by the Seller or its Affiliates under this contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons either by the Buyer or by any entity acting on the Buyer's behalf. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.

19. **Changes.** Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

20. **Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) subcontract portions of the Services, so long as Seller remains responsible for such.

21. **No third party beneficiary.** Except as specifically set forth in article 14 entitled "Limitations on Liability" and article 17 entitled "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

22. **Entire Agreement.** This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.



EXHIBIT B - SGS PROPOSAL

CONDITIONS OF FIELD SERVICE

If this Contract does not include Field Service or if Purchaser requires such service in addition to that included in this Contract, Purchaser may purchase from SUEZ such Field Service or technical advice during installation or start-up of the Products, in which case Purchaser agrees to pay SUEZ for Work Time, Travel Time and Standby Time based on (1) SUEZ's "per diem" rates in effect at the time the service is performed; (2) the expenses of each SUEZ employee so furnished; and (3) the terms and conditions under which such service is performed.

"PER DIEM" CHARGES FOR SERVICE

The following rates are currently in effect. They are subject to change by SUEZ and are based on the definitions below. These rates are for domestic service only. Rates for service outside the Continental United States will be quoted upon request.

Classification of Serviceman	Straight Time Rate		
Standard Service	\$1,500	Per	day
XXXXX			

TIME DEFINITIONS

(a) Work Time - shall include all hours that SUEZ service personnel are on Purchaser's job site, either working or ready for work, and shall be payable at the applicable specified rates.

(b) Travel Time - shall include the time spent by SUEZ service personnel in traveling between their customary headquarters and Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and holidays) up to a maximum of eight (8) hours chargeable time for any given one-way trip. Travel Time shall be paid for at the applicable Straight Time Rate and shall not be cumulative with Work Time in determining Overtime.

(c) Standby Time - shall include all time (excluding Work Time) that SUEZ service personnel are available for work at Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours per day, between the hours of 7:00 a.m. and 6:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Purchaser. Standby Time shall be paid for at the applicable Straight Time Rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

RATE DEFINITIONS

(a) Straight Time Rate - This rate shall be paid for Work Time, Standby Time or Travel Time on a regular schedule of eight (8) hours per day, Monday through Friday.

(b) Time and One-Half Rate - The rate of one and half (1-1/2) times the Straight Time Rate shall be paid for any Work Time or Standby Time in excess of eight (8) hours, but not exceeding sixteen (16) hours, per day, Monday through Friday, and for any Work Time or Standby Time on Saturdays, not to exceed sixteen (16) hours.

(c) Double Time Rate - The rate of twice the Straight Time rates shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Saturday, and for all time worked on Sundays and holidays. Holidays shall be those observed in the locality where the work is to be performed



EXHIBIT B - SGS PROPOSAL

CHARGES FOR EXPENSES

In addition to the "Per Diem" charges above, Purchaser shall pay SUEZ for all the traveling and living expenses and all other expenses of each SUEZ employee incidental to the work.

TERMS AND CONDITIONS

- (1) Notification - Purchaser shall give SUEZ at least two (2) weeks advance notice when ordering Field Service.
- (2) Terms of Payment - Purchaser shall pay SUEZ immediately upon receipt of invoices covering the time and expenses of SUEZ's employees furnished for such services. OVERDUE PAYMENTS NOT RECEIVED BY SUEZ WITHIN THIRTY (30) DAYS FROM DATE OF INVOICE SHALL BE SUBJECT TO FINANCE CHARGES AT THE RATE OF ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH.
- (3) Time Sheets - SUEZ employees shall present Purchaser at the end of each week or at the completion of the job if less than one (1) week, appropriate documents on which shall be indicated the number of hours spent and the estimated expense incurred on this work. Purchaser shall sign these documents in the place indicated, thus signifying approval of the time spent and estimated expense incurred on this work.
- (4) Delays - If the work of an SUEZ employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch, due to no fault of SUEZ, SUEZ may withdraw such employee and return a serviceman to the job when needed and available; and any additional costs (including Travel Time and expenses) incurred by SUEZ because of this shall be an additional charge to Purchaser.
- (5) Limitation of Liability - SUEZ in providing any Field Service hereunder, shall do so in an advisory capacity only and shall not be held responsible in any way for the acts, workmanship or omissions of the employees, contractors, sub-contractors or agents of Purchaser. SUEZ SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE



EXHIBIT B - SGS PROPOSAL

PURCHASE PRICE, FREIGHT, PAYMENT & SCHEDULE

PURCHASE PRICE: ** (Provided by Local Rep)

(exclusive of taxes per Condition 4 of SUEZ Conditions of Sale)

Total Dollars \$** (Provided by local Rep)

**Per Attachment "A"

FOB Shipping Point, Freight Allowed Via Common Carrier

TERMS OF PAYMENT (as follows, subject to Condition 3 of SUEZ Conditions of Sale):

- 20% Net Cash, Payable in thirty(30) days from date of submittal of initial drawings for approval;
- 75% Net Cash, Payable in progress payments thirty (30) days from dates of respective shipments of the Products;
- 5% Net Cash, Payable in thirty (30) days from Product installation and start-up service or Ninety (90) days after date of final Product delivery, whichever occurs first.

SERVICE: Field Service included in this Contract shall be provided for a period not to exceed (2) eight-hour man-days provided in not more than (1) trips to check the completed installation by Purchaser, to place the Products in operation and to instruct Purchaser in their operation. Purchaser agrees to pay SUEZ for any additional service days and/or trips in accordance with SUEZ's standard service rates and conditions in effect at the time the service is performed.

◆ A minimum of one (1) full day of service will be charged for each trip.

SCHEDULE: Approval drawings and data shall be submitted approximately (4-6) weeks after agreement to all terms, as evidenced by SUEZ's receipt of this proposal, fully executed; or, in the event that Purchaser issues a Purchase Order, SUEZ's receipt of fully executed letter agreement. Due to current market volatility in materials, the entire submittal review and approval period must not exceed (4) weeks or SUEZ may request a changeorder for price increases, where necessary. SUEZ estimates that shipment of the Products can be made in approximately (13-15) weeks after SUEZ has received from Purchaser final approval of all submittal drawings and data.

PURCHASER'S ACCEPTANCE: BY ITS SIGNATURE BELOW OR ISSUANCE OF ANY PURCHASE ORDER OR OTHER DOCUMENT, NOTWITHSTANDING ANY STATEMENT OR PROVISION CONTAINED THEREIN TO THE CONTRARY, PURCHASER AGREES TO ALL THE CONDITIONS AND PROVISIONS OF THIS PROPOSAL AND CONTRACT. NO OFFER BY PURCHASER TO ALTER, AMEND, LIMIT OR DELETE ANY CONDITION OR PROVISION OF THIS PROPOSAL AND CONTRACT SHALL BE BINDING UPON SUEZ UNLESS EXPRESSLY ACCEPTED IN WRITING BY SUEZ.

PURCHASER'S ACCEPTANCE	SELLER
Company: SGS Contracting Services, Inc.	SUEZ WTS SERVICES USA, INC.
By: (Name, title)	By: (Name / title) Scott Spradlin – Manager, Rebuilds
Signature	Signature 
Date	Date 8/30/21



EXHIBIT B - SGS PROPOSAL

ATTACHMENT "A"

***On March 8, 2018, for National Security reasons, the President of the United States of America announced the eminent application of tariffs on most, if not all, aluminum and steel imports under section 232 of the Trade Expansion Act of 1962, as amended (19 U.S.C. 1862) and Section 604 of the Trade Act of 1974, as amended (19 U.S.C. 2483). As such, the imposition and application of these tariffs may cause short-term market volatility, fluctuations, price adjustments, delays, and other unforeseen impacts on industries, such as ours, that substantially rely on the use of these commodities to varying degrees.*

SUEZ is currently monitoring the situation as it develops and constantly adjusting our current pricing and bidding to be reflective of market conditions as of the day of price or bid submission. However, to the degree the application and implementation of the aforementioned tariffs cause material impact, further market disruption, delay or price escalation, SUEZ reserves the right to adjust our pricing and bid submissions accordingly.

Please rest assured that SUEZ will continue to make every effort to be as accurate as possible in our pricing estimates and we will continue to keep all of our customers, clients, and partners apprised of any changes as they occur.



EXHIBIT B - SGS PROPOSAL



treatment solutions | North America

461 From Road
Paramus, NJ 07652
USA
Tel: +1 201 767 9300
Fax: +1 201 767 6746

8007 Discovery Drive
Richmond, VA 23229-8605
USA
Tel: +1 804 756 7600
Fax: +1 804 756 7643

1990 Post Oak Boulevard
Suite 1200
Houston, TX 77056 USA
Tel: +1 713 636-1630

600 Willow Tree Rd.
Leonia, NJ 07605
USA
Tel: +1 201 676 2525
Fax: +1 201 346 5460

1295 Cormorant Rd, Suite 200
Ancaster, ON L9G 4V5
Canada
Tel: +1 289 346-1066
Fax: +1 289 346-1099



Degremont Technologies is changing its brand to SUEZ

TITLE	FOR SIGNATURES - Cooperative Purchasing (Piggyback).....
FILE NAME	FOR SIGNATURES - ... - City of Ga.pdf
DOCUMENT ID	60d77b7256a6e0bf9389eaa13cb761623e70313f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

- | | | |
|---|---|--|
| 
SENT | 12 / 22 / 2021
14:48:52 UTC-5 | Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), SGS Contracting Services, Inc. (seth@sgscsi.com), Ire Bethea, Sr. (ibethea@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org
IP: 68.202.183.1 |
| 
VIEWED | 12 / 27 / 2021
14:53:15 UTC-5 | Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51 |
| 
SIGNED | 12 / 27 / 2021
14:53:23 UTC-5 | Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51 |
| 
VIEWED | 01 / 02 / 2022
08:47:10 UTC-5 | Viewed by SGS Contracting Services, Inc. (seth@sgscsi.com)
IP: 185.203.218.91 |
| 
SIGNED | 01 / 02 / 2022
08:51:37 UTC-5 | Signed by SGS Contracting Services, Inc. (seth@sgscsi.com)
IP: 185.203.218.91 |

TITLE FOR SIGNATURES - Cooperative Purchasing (Piggyback).....
FILE NAME FOR SIGNATURES - ... - City of Ga.pdf
DOCUMENT ID 60d77b7256a6e0bf9389eaa13cb761623e70313f
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS ● Completed

Document History



01 / 04 / 2022
11:31:47 UTC-5

Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.133.62



01 / 04 / 2022
11:39:59 UTC-5

Signed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.133.62



01 / 04 / 2022
13:01:19 UTC-5

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



01 / 04 / 2022
13:01:28 UTC-5

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



01 / 04 / 2022
13:01:28 UTC-5

The document has been completed.