

MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: CITY ATTORNEY'S OFFICE
DATE: March 20, 2023
RE: **Agreement with Kamminga & Roodvoets, Inc. for Griffin Road Gravity Sewer Line Replacement – Phase 2**

Attached hereto for your consideration is a proposed Agreement with Kamminga & Roodvoets, Inc. (K&R) to install a new 24" gravity sewer line along Griffin Road. On March 6, 2023, the City Commission approved Phase 1 of this project, which entailed replacement of 1600 linear feet of sewer line. Phase 2 of this project consists of replacing about 600 linear feet of ductile iron pipe with PVC pipe. The existing pipe has slowly deteriorated due to corrosive gases made worse by the current configuration of the sewer line with steep drops at each manhole. Recently, a section of collapsed pipe was discovered near US 98, which will likely result in a large-scale eminent failure. The work area for Phase 2 of the project is along Griffin Road located between the intersection of Pyramid Parkway and US 98 North. This segment of sewer line transports approximately one million gallons of wastewater per day.

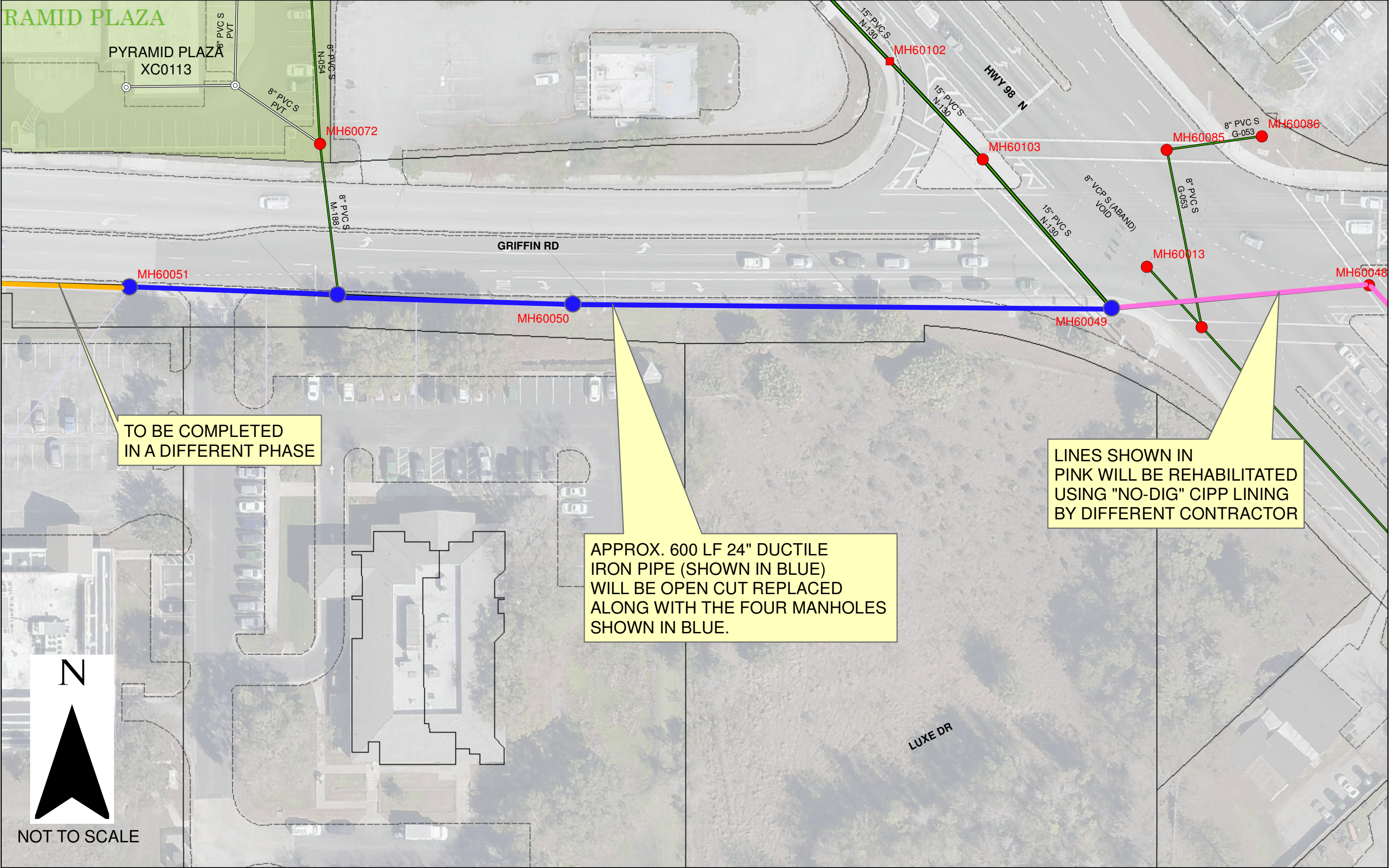
Due to the emergency nature of this repair, Water Utilities solicited five (5) contractors to provide quotes for this work. Only two (2) contractors submitted proposals for this work.

<u>Company</u>	<u>Location</u>	<u>Evaluated Cost</u>
Kamminga & Roodvoets, Inc.	Tampa, FL	\$ 1,978,600.00
Killebrew, Inc.	Lakeland, FL	\$ 2,574,000.00

City Staff evaluated the proposals and determined that K&R was the most responsive responsible contractor to perform the work at the lowest cost. Upon City Commission approval and issuance of a Notice to Proceed, K&R will complete all work within 120 calendar days. K&R will perform all construction services in accordance with terms/conditions in the proposed Agreement. The total cost for this work is \$1,978,600.00.

It is recommended that the City Commission approve this Agreement with K&R for Phase 2 of the Griffin Road Gravity Sewer Line Replacement and authorize the appropriate City officials to execute all corresponding documents related to the Agreement.

Attachments



GRIFFIN ROAD GRAVITY SEWER REPLACEMENT - PHASE 2

CITY OF LAKELAND FLORIDA
Griffin Road 24" Gravity Sewer Replacement – Phase 2

CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 20th day of March 2023 ("Effective Date"), by and between the City of Lakeland, Florida, a municipal corporation (hereinafter called the "OWNER") and Kamminga & Roodvoets, Inc., a Foreign Profit Corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTOR has submitted to the OWNER a Bid in accordance with the Scope of Work; and

WHEREAS, the OWNER, in the manner prescribed by law, has determined and declared the aforesaid CONTRACTOR to be the most responsive responsible bidder for said Work and has duly awarded to the CONTRACTOR a contract therefor, for the sum or sums named herein.

NOW THEREFORE, in consideration of the compensation to be paid to the CONTRACTOR, and of the mutual agreements herein contained, the parties hereto have agreed as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 - SCOPE OF WORK

- 2.1. CONTRACTOR shall complete all Work as specified or indicated in the contract documents and as specifically set forth in Exhibits A and B, attached hereto and incorporated herein by reference.
- 2.2 That the CONTRACTOR shall perform all of the Work set forth in the Scope of Work and Contract Documents for the City of Lakeland, Florida Griffin Road 24" Gravity Sewer Replacement – Phase 2 prepared by OWNER dated February 24, 2023, and shall execute and complete all Work included in and covered by the OWNER's official award of this AGREEMENT to said CONTRACTOR.

ARTICLE 3 - ENGINEER

The Project has been designed by OWNER, whose address is 501 East Lemon Street, Lakeland FL 33801, who is hereinafter called Engineer, and who will assume all duties and responsibilities and will have the rights and authority assigned to the Engineer in the

Contract Documents in connection with completion of the Work in accordance with the Contract Documents, except those responsibilities listed in Exhibit A.

ARTICLE 4 - CONTRACT TIME

- 4.1 The Contract Times will commence on the anticipated Notice to Proceed date of March 20, 2023. The Work, as defined in Article 2, will be substantially completed by July 1, 2023. The Work will be completed and the CONTRACTOR ready for final payment by July 30, 2023. If the actual Notice to Proceed date occurs after March 20, 2023, the substantial and final completion dates will be adjusted on a day for day basis.
- 4.2 If the CONTRACTOR fails to complete the Work, or any part thereof, in the time agreed upon in the multiple project schedules set forth by the OWNER, or within such extra time as may have been agreed to, the CONTRACTOR shall reimburse the OWNER for any additional expense and damage caused by such delay. In the event that the Work is not completed by the scheduled date, the OWNER shall be entitled to withhold final payment plus any unpaid adjustments until such time as the total amount of delay damages is determined and amount caused by such damages shall be withheld from the final payments and any unpaid adjustments then due. The withholding of said amounts from the final payment and any unpaid adjustments shall not impair the OWNER'S right to seek additional remedy or compensation for damages. Due to the nature of this emergency work, unknown or unforeseen conditions will be granted schedule relief upon notice from CONTRACTOR and agreement of the delay between OWNER and CONTRACTOR.

ARTICLE 5- CONTRACT PRICE

- 5.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents, One Million Nine Hundred Seventy Eight Thousand and Six Hundred dollars (\$1,978,600.00) in current funds at the lump sum or unit prices as presented in Exhibit D which is incorporated herein and made a part hereof by this reference.
- 5.2 The parties expressly agree that the Contract Price is a stipulated sum, except regarding those items in the Bid which are subject to unit prices.

ARTICLE 6- PAYMENT PROCEDURES

- 6.1 Contract Price shall be as stated in Article 5. The CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions for each facility. Applications for payment will be processed by the Engineer in accordance with the General Conditions and this Article.
- 6.2 CONTRACTOR and Owner will agree on the portion of Work that is complete at

each facility, and CONTRACTOR shall submit Applications for Payment for each facility in accordance with the Contract Documents. Applications for Payment will be stamped as received and reviewed by Engineer and sent to the OWNER when payment is recommended.

- 6.3 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's monthly Applications for Payment, as recommended by the Engineer within twenty-five (25) days after the Engineer receives the application for payment. If there is a dispute in any portion of the application for payment, the OWNER shall pay and the CONTRACTOR agrees to accept the amount that is not in dispute.
- 6.4 Payments made by CONTRACTOR: CONTRACTOR shall pay any portions due but not in dispute to all subcontractors and material suppliers in the lesser of thirty (30) days after CONTRACTOR is invoiced or within ten (10) days from when CONTRACTOR is paid by the OWNER.
- 6.5 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or OWNER may withhold for defective or unaccepted work or for liens and claims against OWNER or CONTRACTOR, or any other good cause.
 - 6.5.1 Ninety-five percent (95%) of the value of Work completed, with the balance being retainage.
 - 6.5.2 Ninety-five percent (95%), with the balance being retainage, of the value of materials and equipment not incorporated in the Work, but delivered, suitably stored and accompanied by documentation satisfactory to OWNER that CONTRACTOR has paid for said materials and equipment.
 - 6.5.3 Upon the completion of 50% of the Work as specified by the Contract Documents or 50% of the Contract price completed if not specified, the OWNER may, unless good cause exist, increase total payments to CONTRACTOR, with the balance being retainage, less such amounts as Engineer shall determine, or OWNER may withhold, for defective or unaccepted Work or for liens and claims against OWNER or CONTRACTOR.
- 6.6 Final Payment. CONTRACTOR will be ready for final payment upon final completion of the Work described in Article 2 herein and in accordance with the Contract Documents, and submittal of all Record Drawings, specifications, addenda, modifications and shop drawings, written and/or extended warranties, and all manufacturers instructional and parts manuals are delivered to and accepted by the Engineer and OWNER.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

- 7.1 The CONTRACTOR has familiarized himself with the nature and extent of the contract documents, the Work, the locality, and all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the Work.
- 7.2 CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that was provided with the Bid. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities or subsurface conditions at or contiguous to the Site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for

performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR are attached to this AGREEMENT, are made a part hereof and consist of the following:

- 8.1 This AGREEMENT (pages 1 to 10, inclusive).
- 8.2 Exhibit A, Exhibit B and Exhibit C to this AGREEMENT.
- 8.3 Performance Bond, Payment Bond and Certificates of Insurance.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions as amended by the Supplementary Conditions.
- 8.6 Standard General Conditions of the Construction Contract (EJCDC) & Supplementary Conditions.
- 8.7 Drawings consisting of 2019-06-040C Phase 2 Site Plan, H-083 and M-188.
- 8.8 The following which may be delivered or issued after the Effective Date of the AGREEMENT and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended, or repealed in accordance with the General Conditions and the Supplementary Conditions.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1. In the event of any dispute under this AGREEMENT which cannot be readily resolved, it shall be referred to the appropriate executives of the OWNER and CONTRACTOR for negotiation and resolution as described below:
- 9.2. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing Party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who

shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided herein.

- 9.3. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence.
- 9.4. If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate mediation proceedings by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes, with the following exceptions:
 - 9.5. If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panels on Neutrals as the mediator; and
 - 9.6. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or (c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.
 - 9.7. The Parties regard the aforesaid obligation to mediate an essential provision of this AGREEMENT and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.
 - 9.8. If the dispute has not been resolved by negotiation or mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a non-binding procedure, as provided for under this Article, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.
 - 9.9. The procedures specified in this Article shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this AGREEMENT; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if in its reasonable

judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Article.

ARTICLE 10 - MISCELLANEOUS

- 10.1 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns or legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Terms used in this AGREEMENT, which are defined the General Conditions, shall have the meanings indicated in the General Conditions, and in the Supplementary Conditions.
- 10.3 Nothing herein shall be construed to prohibit disclosure required pursuant to Florida Statute Chapter 119, the Florida Public Records Act or any other applicable law.
- 10.4 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

In accordance with Florida Statute §119.0701, CONTRACTOR shall keep and maintain public records required by OWNER in performance of services pursuant to this AGREEMENT. Upon request from OWNER's custodian of public records, CONTRACTOR shall provide OWNER 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. CONTRACTOR shall 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 this Contract term and following completion of this Contract if CONTRACTOR does not transfer the records to OWNER. CONTRACTOR shall, upon completion of this Contract, transfer, at no cost, to OWNER all public records in possession of CONTRACTOR or keep and maintain public records required by OWNER to perform services pursuant to this Contract. If CONTRACTOR transfers all public records to OWNER upon

completion of this Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OWNER, upon request from OWNER's custodian of public records, in a format that is compatible with the information technology systems of OWNER.

- 10.5 No assignment by a party hereto of any rights under, or interests in, the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- 10.6 Notwithstanding any other provision of this AGREEMENT, City may, upon written notice to the CONTRACTOR, terminate this AGREEMENT if (a) CONTRACTOR is adjudged to be bankrupt; (b) CONTRACTOR makes a general assignment for the benefit of its creditors; (c) CONTRACTOR fails to comply with any of the conditions or provisions of this AGREEMENT, including failure to complete Work within the specified time frames; or (d) CONTRACTOR is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this AGREEMENT, without prejudice to any other right or remedy OWNER may have under this AGREEMENT. In the event of termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this AGREEMENT, for Work properly performed prior to the effective date of termination.
- 10.7 Should any local, state or federal government or agency make a significant and material change in permit conditions or requirements, fail to issue any necessary permits, or grant required approvals to enable the parties to carry out the intent and purpose of this AGREEMENT, then to the extent that such requirements would affect any Party's performance hereunder, the affected Party shall be excused from performance to the extent affected. Provided, however, the parties shall undertake to re-negotiate that portion of the AGREEMENT to bring it into conformity with the approvals or requirements.
- 10.8 It is understood and agreed that the written terms and provisions of this AGREEMENT shall supersede all past or contemporaneous oral and written negotiations and such past or contemporaneous negotiations shall not be construed as being part of this AGREEMENT.

- 10.9 CONTRACTOR shall comply with the Insurance Requirements and Indemnify and Hold Harmless the OWNER in accordance with the provisions set forth in attached Exhibit C.

ARTICLE 11 - GOVERNING LAW

The parties agree that this Contract is governed by and construed in accordance with the laws of the state of Florida. Venue for any action brought pursuant to this AGREEMENT shall be in the state courts of Polk County, Florida, or the U.S. District Court, Middle District of Florida, Tampa Division.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT in quadruplet. Three (3) counterparts each have been delivered to OWNER, and one (1) to CONTRACTOR, with copy to Engineer. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by Engineer on their behalf.

This AGREEMENT will be Effective on this 20th day of March, 2023.

OWNER: **CITY OF LAKELAND** CONTRACTOR: **KAMMINGA & ROODVOETS, INC.**

BY: _____
H. William Mutz, Mayor

BY: _____
Marcus Tidey Jr.

ATTEST: _____
Kelly S. Koos, City Clerk

ATTEST: _____

NAME: _____
(type)

Address for giving notices:

Mr. Mark Raiford, Purchasing Manager
City of Lakeland Purchasing Department
1140 E. Parker St.
Lakeland, FL 33801

Address for giving notices:

Marcus Tidey Jr.
Kamminga & Roodvoets, Inc.
5219 Cone Rd
Tampa, FL 33610

Approved as to form and correctness:

Palmer C. Davis, City Attorney

Florida State Contractor's
License No. CUC1224876

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1 DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

- A. Delete and replace definitions 16, 20, 28 and 48 in Paragraph 1.01.A of the General Conditions with the following:

13. Contract Documents--Those items so designated in the Agreement, and which together comprise the Contract. The Notice to Bidders issued by the Owner shall be part of the Contract Documents as described in this paragraph.
16. Contractor--The individual or entity with whom Owner has entered into the Agreement. The terms Contractor and CONTRACTOR are interchangeable and shall have the same meaning in the Contract Documents.
20. Engineer--The individual or entity named as such in the Contract Documents and their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case. The terms Engineer and ENGINEER are interchangeable and shall have the same meaning in the Contract Documents.
28. Owner--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The terms Owner and OWNER are interchangeable and shall have the same meaning in the Contract Documents.

48. Work Change Directive – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion or revision in the Work or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
- B. Add the following definitions 8a, 35a, 49, 50, 51, 52, 53, and 54 to Paragraph 1.01.A of the General Conditions:
- 8a. Change Request Form – A form that communicates to the Owner a potential change in Contract Price and Contract Time to allow Owner to knowingly decide whether or not to proceed with the Change Order work. The Change Request Form will be presented to the Owner before any Change Order work is ordered and any Work Change Directives are given that would reasonably require a change in Contract Price or Contract Time.
- 35a. Schedule of Draws – A listing that the Contractor submits to the Owner and Engineer estimating the amount of the monthly pay requests.
49. Float – The amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the progress schedule.
50. Proposal – The terms "Proposal" and "Bid" are interchangeable and shall have the same meaning in the Contract Documents.
51. without exception – The term "without exception", when used in the Contract Documents following the name of a Supplier or a proprietary item of equipment, product, or material, shall mean that the sources of the product are limited to the listed Suppliers or products and that no like, equivalent, or "or-equal" item and no substitution will be permitted.
52. Hazardous Substances – The term Hazardous Substance shall have the meaning provided in 29 CFR 1910.120 titled "Hazardous Waste Operations and Emergency Response," as amended from time to time.
53. Metal Bearing Protective Coatings, Paints and Liners – Protective coatings, paints, and liners that contain measurable amounts of metals such as but not limited to arsenic, cadmium, chrome, cobalt, lead, or mercury.

54. Contaminated Environmental Media – Soil, sediment, ground water, or air contaminated with Hazardous Substances.

SC-2 PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance. Delete Paragraphs 2.01.B and 2.01.C of the General Conditions, and replace it with the following new paragraph:

- B. Evidence of Insurance: Before any Work at the Site is started, Contractor shall deliver copies of insurance indicating levels of insurance identified in the Owner's Insurance provisions to the Owner.

SC-2.02 Copies of Documents. Delete Paragraph 2.02.A of the General Conditions, and replace it with the following new paragraph:

- A. Owner shall furnish to Contractor up to three (3) printed or hard copies of the Drawings and one (1) set in electronic portable document format (PDF). Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03 Before Starting Construction. Add to item 2.03.A

In hard copy and on electronic media.

SC-2.05 Initial Acceptance of Schedules. Add Paragraph 2.05.A.4

4. Submittals to the Engineer to be in hard copy and electronic media.

SC-3 DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.03 Reporting and Resolving Discrepancies Delete Paragraph 3.03.A.3 of the General Conditions and replace it with the following:

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless the Contractor known or should have known thereof.

SC-4 COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05 Delays in Contractor's Progress. Delete paragraph 4.05.A of the General Conditions in its entirety and replace it with the following:

- A. If Owner, Engineer or other contractors or utility owners performing work for Owner as contemplated by Article 8, or anyone for whom the Owner is responsible, substantially delays, disrupts or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

SC-5 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions.

- A. Reports and Drawings. Delete Paragraph 5.03.A of the General conditions and replace it with the following:

Reports and Drawings:

1. No reports of explorations and tests of subsurface Conditions at or contiguous to the Site are known to the Owner.
2. No drawings of physical conditions relating to existing surface or subsurface structures at the Site are known to the Owner.

- B. Limited Reliance by Contractor on Technical Data Authorized. Delete Paragraph 4.02.B of the General Conditions in its entirety and replace it with the following paragraph:

- B. No Reliance by Contractor Authorized. Owner and Engineer do not warrant the accuracy of the physical conditions information and drawings which are Contract Documents. Contractor uses such information at Contractor's sole risk.

SC 5.04 Differing Subsurface or Physical Conditions. Delete Paragraph 5.04.D.2.a of the General Conditions and replace it with the following paragraph:

- a. Contractor known or should have known the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

SC-5.06 Hazardous Environmental Conditions at Site.

- A. Delete Paragraph 5.06.A of the General Conditions and replace with the following paragraph:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner.
- B. Delete Paragraph 5.06.B of the General Conditions in its entirety.
- I. Delete Paragraph 5.06.I of the General Conditions and replace with the following:
 - I. To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. Delete Paragraph 5.06.J of the General Conditions and replace with the following:
 - J. Not Used.
- L. Add the following new paragraph immediately after Paragraph 5.06.K of the General Conditions:
 - L. Abatement of Hazardous Environmental Conditions at the Site is covered in the Project Requirements section.

SC-6 BONDS AND INSURANCE

Delete Section, Owner has covered topics elsewhere in the Contract Documents.

SC-7 CONTRACTOR'S RESPONSIBILITIES

SC-7.01 Supervision and Superintendence. Add the following new paragraph immediately after 7.01.B of the General Conditions:

- C. The competent resident superintendent assigned by the Contractor shall not be a work participant.

SC-7.02 Labor Working Hours. In 7.02.B remove the phrase “legal holiday” and insert the phrase “City of Lakeland holiday”

SC-7.02 Labor; Working Hours. Add the following new paragraphs immediately after Paragraph 7.02.B of the General Conditions:

- C. No work shall be done between 3:30 p.m. and 7:00 a.m. without written permission of Owner. However, emergency work may be done without prior permission, and the Owner and Engineer notified at the first available opportunity.
- D. Night work may be undertaken as a regular procedure with the written permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper execution and control of work at night.
- E. Work is performed in a functioning water plant, wastewater treatment plant, lift station or in-service water/wastewater line. As such, Owner or Engineer may direct the work to be performed to facilitate plant operations. Such direction will not be grounds for additional compensation or time.

SC-7.03 Services, Materials, and Equipment. Add the following new paragraphs immediately after Paragraph 7.03.C of the General Conditions:

- D. Until final completion of the Work is acknowledged by Owner, Contractor shall have responsible charge and care of the Work and of all equipment and materials to be used therein, including equipment and materials which have been furnished by Owner, and shall bear the risk of injury, loss, or damage to any part thereof by action of the elements or from any other cause.
- E. Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damage to any portion of the Work or the equipment or materials occasioned by any cause before completion and acceptance of the Work and shall bear the expense therefore. Contractor shall, at no additional cost to Owner, provide suitable drainage and suitable structures as necessary to protect the Work or any portion thereof from damage.
- F. Suspension of the Work or the granting of an extension of time for any cause whatever shall not relieve Contractor of his responsibilities for the Work as specified herein.

SC-7.04 “Or-Equals”. Add the following sentence after Paragraph 7.04.A of the General Conditions.

Only applicable where the words “or equal” appears in the specifications.

SC-7.06 Concerning Subcontractors, Suppliers, and Others.

Delete Paragraph 7.06.B of the General Conditions in its entirety and insert the following two paragraphs in its place:

- B. If the Bidding Documents or the Contract Documents require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Bidding Documents or the Contract Documents, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than ten percent (10%) of the Work and those proposed on the List of Subcontractors. The use of Subcontractors proposed by Bidder and accepted by Owner prior to the Notice of Award will be required in the performance of the Work unless otherwise permitted or directed by Owner.

Add the following sentence to the end of Paragraph 7.06.F in the General Conditions.

No adjustment to the Contract Price or Contract Time shall be entitled if removal is for cause.

Delete Paragraph 7.06.N of the General Conditions in its entirety and replace with the following paragraph:

- N. To the extent provided by Chapter 119 Florida Statutes, Owner may furnish to any Subcontractor or Supplier information on amounts paid to the Contractor on account of the Work performed.

SC-7.07 Patent Fees and Royalties. Delete paragraph 7.07.B of the General Conditions in its entirety, and renumber paragraph 7.07.C as paragraph 7.07.B. Add the following new paragraph immediately after Paragraph 7.07.B of the General Conditions:

- C. Contractor shall furnish to Owner at the time of initial submittal, satisfactory evidence that Suppliers of proprietary materials, equipment, devices, or processes to be furnished or used in the performance of the Work do indemnify, keep, and save harmless Contractor from all liabilities, judgments, costs, damages, and expenses which may arise from the use of such proprietary materials, equipment, devices, or processes, furnished to Contractor for incorporation in or use in performance of the Work and their operation by Owner after acceptance of the Work. Such satisfactory evidence shall consist of patent licenses or patent releases covering proprietary materials, equipment, devices, or processes.

SC-7.16 Shop Drawings and Samples. Delete Paragraph 7.16 of the General Conditions in its entirety and replace it with the following:

- 7.16 Shop Drawings and Samples. Requirements for shop drawings, samples, and submittal procedures shall be as specified in Division 1 submittals sections. Fabrication that proceeds prior to acceptance of submittals by Engineer shall be at Contractor's risk. Engineer will review up to two resubmittals from Contractor; thereafter, the Contractor shall reimburse Owner for the cost of review.

SC-7.17 Contractor's General Warranty and Guarantee. Delete Paragraphs 7.17.C.7 and 7.17.C.8 of the General Conditions and replace with the following Paragraphs 7.17.C.7, 7.17.C.8 and 7.17.C.9.

6. an inspection, test, or approval by others;
7. any correction of defective Work by Owner; or
8. any expiration of a correction period.

SC-7.18 Indemnification. Delete section in its entirety and replace with indemnification provided by the Owner in Exhibit C of the Contract Documents.

SC-7.19 Delegation of Professional Design Services.

- D. Delete Paragraph 7.19.D of the General Conditions in its entirety, and replace with the following paragraph:

- D. Pursuant to this Paragraph 7.19, Engineer's review and acceptance of signed and sealed certifications of performance and design criteria used when designing systems, materials, or equipment and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and acceptance of Shop Drawings and other submittals (except performance and design criteria and design drawings) will be only for the purpose stated in Division 1 submittals section.

SC-9 OWNER'S RESPONSIBILITIES

SC-9.01 Communications to Contractor. Delete Paragraph 9.01.A of the General Conditions in its entirety, and replace it with the following:

- A. Except as otherwise provided in these General Conditions, if Owner issues communications to Contractor a copy shall be provided to Engineer.

SC-9.02 Replacement of Engineer. Delete Paragraph 9.02 of the General Conditions in its entirety, and replace it with the following:

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

SC-9.06 Insurance. Delete Paragraph 9.06 of the General Conditions in its entirety.

SC-9.11 Evidence of Financial Arrangements. Delete Paragraph 9.11.A of the General Conditions in its entirety and replace it with the following:

- A. Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, to the extent agreed to by Owner and Contractor.

SC-10 ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01 Owner's Representative. Add the following sentence at the end of Paragraph 10.01.A of the General Conditions:

The action of the Engineer in performance of these duties shall not be construed to make the Engineer the Agent for the Owner with respect to changes in the cost of the work or changes in the Contract Documents.

SC-10.07 Decisions on Requirements of Contract Documents and Acceptability of Work.

- A. Add the following new words at the end of the first sentence of Paragraph 10.07.A of the General Conditions;

...insofar as the subject matter of any pertinent claim, dispute, or other matter falls within the realm of the technical expertise of Engineer.

- B. Add the following new sentence at the end of Paragraph 10.07.A of the General Conditions:

Engineer shall not render any decision on any claims, disputes, or other matters the subject matter of which, at Engineer's sole discretion, requires legal, rather than technical, interpretation.

SC-15 PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments. Add the following new paragraphs immediately following Paragraph 15.01.B.3 of the General Conditions:

4. Materials and Equipment. Payments for stored materials and equipment shall be based only upon the actual cost to Contractor of the materials and equipment and shall not include any overhead or profit to Contractor.

If partial payments for stored material on site but not yet incorporated into the work are submitted for payment by the Owner, Contractor payment for said materials shall be evidenced by submittal of paid invoices.

Partial payments will not be made for undelivered materials or equipment.

5. Schedules and Data. During the progress of the Work, each application for Payment shall be accompanied by Contractor's updated schedule of operations or progress report, with such shop drawings schedules, procurement schedules, values of materials and equipment on hand included in application, and other data specified or reasonably required by Engineer.

SC-15.01 Progress Payments. Delete Paragraph 15.01.D.1 of the General Conditions and replace with the follow:

1. Applications for Payment to Owner, with Engineer's recommendation (subject to any set-offs) will be processed and Owner will remit payment in accordance with the Florida Statute § 218.70 et. seq., the Local Government Prompt Payment Act.

SC-15.03 Substantial Completion. Add the following new paragraphs immediately after Paragraph 15.03.A of the General Conditions:

1. "Substantial Completion" means that the facilities are completed to the point that the replacement Process Instrumentation and Control System shall provide all monitoring, data collection, and control functions for all connected equipment to the satisfaction of Engineer. All process equipment shall be installed and operational, or temporary arrangements satisfactory to Owner shall have been made. All performance testing need not have been completed prior to the date of Substantial Completion.

SC-15.06 Final Payment. Add the following new sentence at the end of Paragraph 15.06.A.2.b. of the General Conditions:

Consent of the surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the surety.

SC-15.06 Final Payment. Add the following to the last sentence at the end of Paragraph 15.06.A.2.e of the General Conditions:

Regardless of the tier of Contractor, Subcontractor, or Material Supplier filing said liens or notices.

SC-15.06 Final Payment. Add the following sentence at the end of Paragraph 15.06.A.3 of the General Conditions:

Said bond or other collateral shall remain in effect until said lien(s) is(are) satisfied or longer if provided elsewhere in this Agreement.

SC-17 FINAL RESOLUTIONS OF DISPUTES

SC-17.01 Dispute Resolution Methods and Procedures. Delete Paragraphs 17.01.B of the General Conditions in its entirety, and replace with the following:

- B. The remainder of the Dispute Resolution Methods and Procedures shall be as outlined in the Agreement.

SC-18 MISCELLANEOUS

SC-18.06 Survival of Obligations. Add the following new paragraph immediately after Paragraph 18.06.A of the General Conditions:

- B. Contractor shall obtain from all Suppliers and manufacturers any and all warranties and guarantees of such Suppliers and manufacturers, whether or not specifically required by the Specifications, and shall assign such warranties and guarantees to Owner. With respect thereto, Contractor shall render reasonable assistance to Owner when requested, in order to enable Owner to enforce such warranties and guarantees. The assignment of any warranties or guarantees shall not affect the correction period or any other provisions of these Contract Documents.

Exhibit A – Scope of Work

Description Work – Contractor shall supply all necessary permitting, equipment, labor, material and supervision to replace the existing gravity sewer lines, provide bypass pumping, MOT, manhole restoration as, site restoration, engineering services and clean up as described below and reflected in the attached drawing(s). All work shall be performed to the City of Lakeland Wastewater Standards (available online) and FDEP Standards (available online). Reference City of Lakeland 80 scale drawings M-188, H-83 and City of Lakeland Phase 2 Site Plan 2019-06-040C.

Gravity Sewer Lines – Replace existing 24” DI pipe with 24” PVC from MH 51 thru MH 49 (approximately 590 LF) at an average depth of 10 feet below grade. There are drop connections at MHs 49 and 50.

Bypass Pumping – Provide for bypass pumping of all influent lines that effect this Work between work area and the North Side Pump Station, which is approximately 3,000 feet to the south. Average WW flow rate is 1 MGD in the dry season and peaks of 1.25 MGD during the rainy season. Contractor shall be responsible for ensuring that average, peak and greater flows are safely pumped from the Work area to the North Side Pump Station.

Maintenance of Traffic – Provide for maintenance of traffic for Work areas along the described route in accordance with Polk County (Griffin Road) and FDOT (intersection of Griffin and US 98).

Manhole Replacement –MHs 51, 39, 50 and 49 shall be replaced with new ArmoRock manholes.

Restoration – All asphalt, sidewalk and earthen/sod surfaces shall be restored to new condition using new materials. Lineal footage and approximate square footages to be listed in Contractor’s bid.

Engineering Services (Revised by K&R email dated 3/8/23) – Contractor shall provide

- red lines for the new sewer pipe and manholes
- As-builts of the new sewer pipe and manholes
- Density testing for the new sewer pipe, manholes and crushed concrete base
- Density testing for asphalt
- Submitting lane closures on Griffin Rd. and US 98, utilizing the FDOT index

Clean Up – Contractor shall dispose of all debris generated as a result of this Work and provide manifest (as applicable) for any hazardous materials (if any) for safe and compliant disposal.

Exhibit B – Pre-Bid Clarifications

1. What is flow rate of 8" out of M-189? **30 gpm estimated.**
2. What is flow rate of 15" out of MH-60103? **300 gpm estimated.**
3. Are FDOT ROW use Permits required? **Yes, we will need to submit an FDOT permit. Sean (COL) will be the one submitting for the permits.**
4. Does MOT/Pedestrian Plan need to be signed & sealed? **Per Jean Jimeniz at FDOT, MOT/Ped plans should be by MOT certified, but aren't required to be engineer signed and sealed. Per Clint MacDonald at Polk County, they will let us work under the lane closure permit (I will resubmit with updated work plan) and MOT/ped plans just need to be by MOT certified.**
5. Is the City/FDOT ok with closing the outside lane/turn lane on Griffin Rd.? **We are still waiting for the County and FDOT to determine who road this is. The County is good with closing this lane but this may end up being an FDOT road and we do not know what they would require. Once we hear back, we will let everyone know.**
6. Please clarify all engineering services. We are assuming As-builts and density testing for pipe compaction, base and asphalt are required. Is there any other engineering services required? **Those are reasonable services. Like many of the unknowns, price as an allowance.**
7. What is the anticipated NTP? **CC Approval is targeted to be 3/20 with a NTP issued the following day on 3/21.**
8. Do bids get emailed to Richard Ruede? All quotes and supporting documentation shall be sent to the following:
Richard.ruede@lakelandgov.net
Robert.kniss@lakelandgov.net
Guy.taylor@lakelandgov.net
Sean.russ@lakelandgov.net
9. Are Bonds required? **Construction Bond is required**
10. Is infiltration testing of the new pipe required? **Yes**
11. Does the new pipe need to be videoed with a mandrel? **Yes**
12. Are there any working restrictions? Can crews work day and night? **Sean is currently working with FDOT and Polk County to establish allowable work times, but it**

sounds promising that Polk County will be open to letting us work day and night. We probably won't have FDOT's requirements until after we have submitted for the permit. However, I have let them know the importance of allowing us as much work time flexibility as possible, and they will take this into consideration. Most likely going to be night work on their side.

13. Is rebuilding 1 lane of the roadway acceptable or will Griffin Rd. need to be milled and paved? **Per Clint at Polk County, we only need to mill and resurface the full lane width of just the disturbed lane, not the entire road. Also, they will require us to mill and resurface an additional 50' beyond the edge of our cut on each end. However, the cut at the east end will be in FDOT and we will likely get their specific requirements with the permit approval, so that's an unknown at this time. Waiting on Question 5 before this can be answered for FDOT.**

14. Can you provide what type of loops exist in Griffin Rd., for they will need to be replaced? **According to Darryl Goolsby, Traffic Supervisor, I don't have any as built but the loops will usually be 6X30 Type "F" in each lane with the head of the loop about 2' behind the stop bars.**

15. The existing storm inlets a pipe will need to be removed. Can the existing pipe and structures be re-used? **Assume reuse existing structure.**

16. The plan sheet and the as-builts don't match. The plan sheet shows the storm on top of the FM but the as-built shows there is separation. How far is the separation? The plan sheet shows the 16" WM, inside the casing, at a different location than what the as-builts show in correlation to where it crosses the storm line. Is the storm line crossing before or after the casing crossing. **Actual separation is not known.**

17. Do new drops need to be constructed on the existing Manholes? If so, are they inside or outside drops? **Replace manholes and outside drops.**

18. Where will the bypass be discharged within the pump station or will it be put into a manhole outside the pump station? If we have to enter the pump station will the fence, walls or other work need to be removed or replaced? **The bypass will be taken to the Northside Pump Station just North of the box culvert. The discharge hose will need to get from the SE side of the drive to the NW side and will be put into a manhole outside of the fence. The drive can be cut to bury the pipe for station access.**

19. The bypass quote is based on installing the bypass pipe under US 98 inside the FDOT's existing box culvert. **Per Jean Jimenez, FDOT WILL allow us to use the culvert to route the bypass beneath US 98. However, there can be NO leakage! Also, once we have determined what size bypass we are going to be running through there if we could let them know.**

20. Can the quote due date of March 3, 2023, be pushed back to March 10, 2023? At this time, in order to meet certain deadlines on this emergency project, quotes are due by 5:00 PM on March 3, 2023.

Exhibit C

1. Insurance Requirements– page 28
2. Indemnification – page 31
3. Safety Requirements – page 34

INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE

The City of Lakeland (the “City”) from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City’s interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party’s subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party’s interests or liabilities, but are merely minimums.

"Except for workers’ compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance

shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--	---

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$1,000,000

ADDITIONAL INSURANCE

Additional Insurance: *The City requires the following types of insurance:*

Builder's Risk Coverage: Builder's Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance and covering off-site storage, transit and installation risks as indicated in the Installation Floater (below) and Transportation insurance described hereafter, if such coverages are not separately provided.

The Builder's Risk insurance is to be endorsed to cover the interests of all parties, including the City and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

Environmental Impairment Liability: The Other Parth shall be responsible for purchasing and maintain environmental impairment liability insurance. This insurance shall cover the following types of environmental impairment: Sudden and Accidental, and Gradual.

The liability limits shall not be less than: \$2,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Indemnification Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ to _____.
(Date) (Date)

(OR)

_____ **Agreement is limited to Bid #, Purchase Order #, Requisition # _____, or Contract dated _____.**

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the

insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Name of Organization

BY:

Signature of Owner or Officer

E-mail Address

STATE OF : _____

Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me, by means of physical presence this _____ day of _____, 2023.

by _____, of _____.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

CITY OF LAKELAND

Notary Seal

BY: _____
Joyce Dias, Risk Management & Purchasing Director

DATE _____

Revised: January 5, 2023

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Safety Requirements

Specification of Safety and Occupational Health Requirements

All City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.

I. General

- A. All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.
- B. The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provisions of this Agreement is demonstrated. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

II. Personal Protective Equipment (PPE) (OSHA 29CFR§1910 Subpart I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE. Minimal PPE requirements on City of Lakeland worksites:

- a. **Foot protection** must meet ANSI Z41.1-1999 standards and worn on all City properties.
- b. **Head protection** must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.

- c. **Eye and face protection** must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.
- d. **Hand and Arm Protection** must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
- e. **Hearing Protection** must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements.

Hearing protection must be worn in areas where the noise level is over 85 dB

III. Housekeeping

It is the contractor's sole responsibility to keep the project work site clean during and after working hours. Contractor shall supply waste receptacles for each site location. They shall be emptied not less frequently than once each working day, unless unused, and shall be maintained in a clean and sanitary condition. At the completion of the contract the contractor will ensure that all excess materials are removed from the work site and that the worksite is left clean and safe. If the contractor leaves a project work site unkept and in a hazardous condition; the City will have the area cleaned and forward the bill to the contractor.

IV. Smoking

Smoking is permitted only in designated areas. Receptacle's must be used or waste removed in contractors' waste disposal container.

V. Safety Kick-offs and Safety Stand-Downs

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety sand-downs will be conducted when major safety concerns, accidents, or near misses occur.

VI. Training Documentation

OSHA requires documentation of all safety training provided to employees by their employers. Documentation of all required safety training required for work proposed for this contract must be submitted within thirty days of contract award or before commencement of contracted work. Please reference the Safety Requirements Report for details.

VII. Written Safety Programs or Plans

Contactors awarded contracts with the City of Lakeland must, thirty days of contract award or before commencement of contracted work, provide the Risk Management Office written safety programs or plans. Please reference the requirements set forth in the Safety Requirements Report. The Risk

Management Office will approve the submitted safety programs or plans as adequate to reduce risk of the work being performed.

Supplemental #1: Construction Safety

All contracted construction work will be performed per OSAH 29CFR§1926 standards, the contractor is responsible for ensuring that their employees are trained to and follow these OSHA standards. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work site, if needed.

A. PPE

The following PPE will be worn the entire time employees are on the worksite, including breaks and lunch:

1. Hardhats
2. Safety boots
3. Safety glasses

B. Scaffolding Safety

All Scaffolding will be erected per OSHA 1926 Subpart L, requirements and **inspected daily**. Scaffolds will not be used without the proper inspection tags, having the scaffolding inspected daily, and the inspection tags properly and legibly signed off daily. Scaffolds that are no longer needed will be removed as soon as safely possible.

C. Barricade Tape

All barricade tape will have tags placed on all sides with the company, employee, contact information, date tape applied, and date tape will be removed. The City of Lakeland's Safety Team reserves the right to inspect, adjust, or remove tape that is abandoned or not placed per this requirement.

Supplemental #2: Sanitation

Sanitation must meet 29CFR§1910.141 for availability, housekeeping, and waste disposal. In areas where restroom facilities are not available, restrooms are in secured areas, and where there are more than ten contract and subcontract employees working

on a project site the contractor is responsible for providing restroom facilities (one portable toilet for every 15 employees). Contractors must provide a separate lockable portable toilet for every 15 female employees on the work site. Contractors must provide hand washing facilities with the portable toilets, it is suggested to have one for every three portable toilets. It is the contractor's responsibility to have any portable toilets cleaned at least weekly and removed within 3 days of contract completion.

Supplemental #3: Road Work Safety

Work Zone Safety

Work zones are any areas where work is being performed by a contractor. Work zones can present hazards to citizens, City employees, and contractors; it is the contractors responsibility to take the proper precautions to reduce these risks. Work zone protection is the adequate safe-guarding or protecting of pedestrians, motorists, employees, and equipment using PPE, suitable barriers, warning signs, lights, flags, traffic cones, high-level standards, barricade rope, flaggers, etc., as the job requires on approaches to work areas, excavations, open manholes, parked equipment, etc. Proper work area protection shall be planned to ensure the safety and protection of the employee, the public and the equipment.

A. PPE

All employees working on or within 15 feet of a road way for longer than 15 minutes all employees must wear FDOT approved Class 3 reflective clothing or vests. Flaggers shall wear a red/orange or green-warning vest that is at least ANSI/SEA Class 2 Apparel compliant. Warning garment worn during periods of limited visibility shall be of a reflective material meeting those specifications -outlined in the ANSI/SEA Class 3 Apparel.

B. Maintenance of Traffic (MOT) or Temporary Traffic Control (TTC)

The contractor will perform contractual duties in a manner that reduces interference with public traffic as much as possible. Such times as the contractor must perform work that impedes public traffic; for example, when crossing, obstructing, or closing roads, driveways, and walkways (private or public). The contractor is solely responsible for establishing and maintaining safe detours and lane closures per FDOT MOT/TTC requirements. The contractor is responsible for informing property owners when private drives will be closed or redirected. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work zone, if needed.

MOT/TTC can be performed by a FDOT MOT/TTC intermediate certified employee or supervised by a FDOT MOT advanced certified employee.

- a. **Signs**-Work zone warning signs must be placed in accordance with FDOT requirements in a manner that establishes the best protection for citizens,

employees, and contractors. Signs must be removed or covered when work is not underway and the hazard is not present.

- b. **Barricades**- Only FDOT approved barricades and cones must be utilized for MOT/TTC. The contractor is responsible for ensuring that any barricades have warning illumination, such as beacon lights, from sunset to sunrise.
- c. **Flaggers**- Flaggers or other appropriate traffic control shall be used wherever there is a doubt that signs, signals, and barricades can achieve effective protection.
- d. **Vehicles, Equipment, and Materials**- The contractor is responsible for placing vehicles, equipment, and materials so that these items pose the least impedance and hazards to traffic (vehicle or pedestrian). Vehicles or equipment working on or within ten feet of the roadway must be equipped with a minimum of one amber 360-degree Class I warning device. The warning device must be in operation all the time the vehicle or equipment is on or within ten feet of the roadway.

Supplemental #4: Fall Protection

Fall Protection must meet 29CFR§1910.140 and 29CFR§1910.66 Appendix C for general industry contracts and 29CFR§1926.501 for construction contracts. The contractor is responsible for training their employees on the proper selection, donning, maintenance, and inspection of personal fall protection and fall arrest systems. The contractor is responsible for providing, maintaining, and inspecting fall protection devices for their employees. The contractor is responsible for ensuring that all tie-off

points can hold at least 5,000 pounds. The City of Lakeland's Safety Team reserves the right to inspect all fall protection devices, including tie-off points.

Supplemental #6: Confined Space Entry

Confined space entry must be made per 29CFR§ 1910.146, for all confined spaces in the City of Lakeland. Contractors are responsible for training employees to the OSHA standard and provide appropriate PPE for employees. The contractor is responsible for performing atmospheric testing and providing the testing equipment; all atmospheric testing equipment must have been tested within thirty days of the confined space entry testing. The contractor is responsible for providing entry attendants for each confined space, who is responsible for maintaining the confined space permit. The City of Lakeland's Safety Team reserves the right to inspect all confined spaces, confined space permits, and atmospheric testing equipment.

Supplemental #7: Respiratory Protection

Respiratory Protection must meet OSHA 29CFR§1910.134 requirements and all employees must pass pulmonary function testing (PFT) and fit testing. Respiratory

protection must be worn and maintained per OSHA standards. Contractors are responsible for ensuring their employees have meet all testing and training criteria. Contractors are solely responsible for providing their employees and subcontractors with the proper respiratory protection in accordance with OSHA standards or a hazardous chemicals SDS sheet. NOTE: All contractors and subcontractors performing duties with concrete that include cutting, grinding, or other duties that would cause silica dust to become airborne must wear at a minimum a N95 dust mask.

Supplemental #8: Hot Work

Hot work is defined by OSHA as any operation that will cause a spark or flame; such as, welding, grinding, brazing, soldering, or burning). All hot work operations will be performed in accordance with OSHA and NFPA standards. The contractor is responsible for obtaining hot work permits and providing a fire watch according to NFPA 51B requirements, reference the fire watch matrix below. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the hot work area, if needed.

Authority and Fire Watch Matrix			
Permissible Area	Hot Work Permit		Fire Watch
Classification	Duration	Required	Duration
Level 1	N/A	No	N/A
Level 2	≤ 7 days	Yes	1 hr. after
Level 3	≤ 12 hrs.	Yes	1 hr. after
Level 4	≤ 12 hrs.	Yes	During and 1 hr. after
Level 5	≤ 12 hrs.	Yes	During and 1 hr. after
Level 6	≤ 12 hrs.	Yes	During and 1 hr. after

Supplemental #9: Excavation and Trenching

Contractors must follow OSHA 29CFR §1926.650 and all other applicable standards for excavation and trenching. Note: As a rule, the City of Lakeland has adopted the policy of classifying all soils as Class C. Therefore, all trench or excavation work shall comply with those standards required for Class C soils. Contractors are responsible for obtaining buried utility mapping from 811 before you dig; contractors are liable for all damages resulting from digging operations. The City of Lakeland's Safety Team reserves the right to inspect, request changes, and close worksites for safety concerns.

Supplemental #10: Lock-Out-Tag-Out (LOTO)

Contractors must follow OSHA 29CFR§1910.147 for The Control of Hazardous Energy covering the LOTO of all equipment and systems posing an energy hazard. Energy can

be both electrical and mechanical. All sources of hazardous energy must be locked and tagged to reduce the potential for injury or death of workers. It is the contractor's responsibility to have a proven LOTO program and the equipment to perform LOTO on equipment or systems prior to work being performed.

Supplemental #11: Energized Power Systems

Strict adherence to the table of distances to energized systems is mandatory. Unless otherwise specified by Lakeland Electric Systems Control, the contractor may not be any closer than 20-feet to energized systems. The contractor must notify System control at (863) 834-6560 for line clearance.

ALL UNQUALIFIED PERSONNEL SHALL NOT GET CLOSER THAN 20 FEET (ENCROACHMENT) ENERGIZED EQUIPMENT OR AREAS

- A. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling (863) 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the work zone. In addition, the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.
- B. The contractor is also responsible for all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

Supplemental #12: Power Distribution (T&D) Bucket Truck Safety

All aerial lift operations will be performed per OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction. Contractors are responsible for providing employees with the proper licensing, certifications, and training for the equipment to be used. The following safety criteria must be followed:

1. Any employee working from a bucket truck must use the proper fall protection device.
2. Any employee on a pole or otherwise elevated position shall utilize the appropriate gaffs, harness, or otherwise appropriate fall protection.
3. Never override hydraulic, mechanical, or electrical safety equipment.
4. Workers must never position themselves in an area that poses crush, pinch, or laceration potentials.
5. Always treat powerlines as energized.
6. Never exceed the equipment's load limits; including the combined weight of the worker, tools, and materials.

Supplemental #13: Equipment Safety

All operations involving equipment must be conducted according to the applicable OSHA standards. All equipment operators must be certified or licensed according to federal, state, and local requirements. All equipment must be inspected according to

OSHA requirements and before use by the operator. The contractor is solely responsible for compliance with this safety requirement.

- a. Powered industrial trucks- all operations that are performed using powered industrial trucks (forklifts, lulls, etc.) must be conducted in accordance with OSHA 29CFR§1910.178 for general industry and 29CFR§1926.600 and 29CFR§1926.602 for construction.
- b. Aerial lifts- all operations that are performed using aerial lifts (boom lifts, cherry pickers, snorkel lifts, etc.) must be conducted in accordance with OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction.

Supplemental #14: Crane Safety

All crane operations must be conducted according to OSHA 1910.180 standards. All crane operators must be certified or licensed per OSHA 1910.180 standards. No workers will be allowed to stand or pass under a suspended load; all load suspension areas will be properly barricaded. All swing points of the crane will be properly barricaded. Operators will not leave the cab of the crane while the load is suspended. All cranes, hooks, and rigging will be inspected daily. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work area, if needed.

Exhibit D – K&R Quote

Quote

City Of Lakeland Griffin Rd. Emergency Repair

KAMMINGA & ROODVOETS, INC.
5219 Cone Road
Tampa, Florida 33610

PH 813-623-3031
FX 813-628-4490

March 3, 2023

ITEM NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL AMOUNT
1	24" PVC Gravity Sewer, SDR-26, Open Cut	590.00	LF	\$ 565.00	\$ 333,350.00
2	Install New Manholes	4.00	EA	\$ 61,000.00	\$ 244,000.00
3	Temporary Bypass Pumping	1.00	LS	\$ 725,000.00	\$ 725,000.00
4	Asphalt Restoration (12" Limerock & 3" SP-12.5 Asphalt)	1.00	LS	\$ 129,000.00	\$ 129,000.00
5	Concrete Curb & Gutter Remove & Replacement	650.00	LF	\$ 45.00	\$ 29,250.00
6	Conc. Sidewalk/Driveway Remove & Replacement	200.00	SY	\$ 125.00	\$ 25,000.00
7	Restoration	1.00	LS	\$ 75,000.00	\$ 75,000.00
8	Maintenance Of Traffic	1.00	LS	\$ 63,000.00	\$ 63,000.00
9	Prevention, Control & Abatement Of Erosion	1.00	LS	\$ 67,000.00	\$ 67,000.00
10	Mobilization	1.00	LS	\$ 200,000.00	\$ 200,000.00
11	Remove & Re-Install Existing Inlets	3.00	EA	\$ 13,000.00	\$ 39,000.00
12	Remove & Re-Install Lights, Ped Poles, Signs and Traffic	1.00	LS	\$ 49,000.00	\$ 49,000.00

TOTAL	\$1,978,600.00
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NOTES:

K&R CREWS ARE AVAILABLE TO MOBILIZE TO THE SITE ON 3-21-23, WITH A WEEKS NOTICE
QUOTE IS BASED ON RE-INSTALLING THE EXISTING STORM STRUCTURES
QUOTE IS BASED ON THE EXSITING STORM DRAIN TRUNK LINE REMAINING IN PLACE
QUOTE IS BASED ON INSTALLING BYPASS PIPE INSIDE OF THE BOX CULVERT GOING UNDER US 98
QUOTE IS BASED ON BURYING THE BYPASS UNDER ALL DRIVES ALONG US 98 AND COVERING WITH
TEMPORARY ASPHALT.
QUOTE IS BASED ON WORKING 24 HOURS A DAY