

CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. **16-031**

Clerk Tracking No.

16-00075

Project Name: **Aquifer Storage and Recovery Test Well Number 4**

THIS AGREEMENT (the "Agreement") is made and entered into this 4th day of May 2016 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Youngquist Brothers, Inc.**, a Florida Profit Corporation, located at: **15465 Pine Ridge Road; Fort Myers, Florida 33908** (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an (RFP) **Request for Proposal No. 16-031** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by the CONTRACTOR are generally described as **Aquifer Storage and Recovery Test Well Number 4** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and

administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or

changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and **substantial completion of 90 days from the Notice to Proceed and Final Completion of 30 days from Substantial Completion. Project Close Out shall be performed within 60 days of Final Completion.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the

CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check one)
_____ has been recorded in the public records of the County, or
XXX _____ prior to commencement of work, will be recorded in the public records of the County, or
_____ is waived or,
_____ is not applicable to this Agreement.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$797,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 The CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- (e) Promptly notify the CITY of any public records request.

ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the

CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service

Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Youngquist Brothers, Inc.
15465 Pine Ridge Road
Fort Myers, Florida 33908
Attention: **C.W. "Bill" Musselwhite**, Vice President C.C.O.
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper

employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

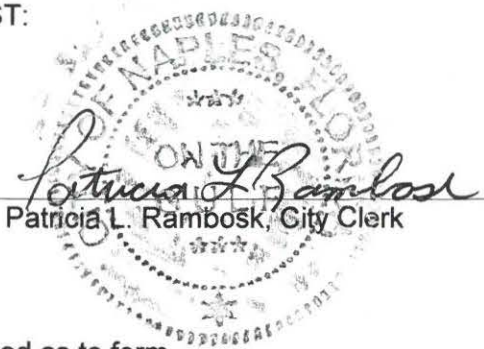
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

By: _____

Patricia L. Rambošk, City Clerk



CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____

A. William Moss, City Manager

A. William Moss

Approved as to form
and legal sufficiency:

By: _____

Robert D. Pritt, City Attorney

Robert D. Pritt

CONTRACTOR:

Youngquist Brothers, Inc.
15465 Pine Ridge Road
Fort Myers, Florida 33908
Att.: **C.W. "Bill" Musselwhite**, Vice President C.C.O.

By: _____

C.W. Musselwhite

Printed Name: C.W.(B.II) MUSSELWHITE

Title: VICE PRESIDENT

Witness

Charles Reynolds
Witness Printed Name

FEI/EIN Number: On File
A Florida Profit Corporation (FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any issued Addendum(s) and Vendor's Submittal of (RFP) Request for Proposal No.16-031, titled Aquifer Storage and Recovery Test Well Number 4 herein referenced and made a part of this Agreement.

Scope of Services Overview

The Work to be done under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the City of Naples Aquifer Storage and Recovery (ASR) System. The ASR system will consist of construction of an ASR Test Well at the approximate location shown on the drawings.

The project area is located adjacent to the City of Naples Water Reclamation Facility located at 380 Riverside Circle. The Owner (City of Naples) owns the property within the project area. The Contractor shall confine their construction activities to the Owner's property and general area as shown on the drawings. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulatory agency fines and all other labor, materials, and costs associated with any contamination of the water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated below in Exhibit B, which is attached and made part of this Agreement.

Retainage of (10%) ten percent will be a part of said agreement and future payments.



ATTACHMENT A - SCHEDULE OF BID PRICES Corrected

SCHEDULE OF BID PRICES

Aquifer Storage and Recovery Test Well (#4)

The undersigned bidder proposed to furnish all labor, tools, material, supplies, and equipment, and other items referred to in 4 d. of this Bid Proposal and to sustain all expense incurred in doing the Work set forth below that may be awarded the undersigned by the CITY through its proper officers, and to do the same strictly in accordance with the Drawings and Contract Documents on file in the Office of the CITY, which are referred to below and made a part hereof, at the following combination of lump sum and unit prices:

Bid Item No.	Quantity	Description	Total
1	Lump Sum	PART 1 – For the construction of one aquifer storage and recovery well test well (ASR-4) complete with all appurtenances and testing for the lump sum price of	
		SEVEN HUNDRED NINETY SEVEN THOUSAND Dollars and	
		NO Cents	\$ 797,000 ⁰⁰
Adjustment Values (to establish unit prices)			
1.01	750 feet	For drilling nominal 12 1/4 -inch pilot-hole	\$ 100 ⁻ /foot
1.02	450 feet	For drilling nominal 42-inch borehole	\$ 100 ⁻ /foot
1.03	450 feet	For furnishing, installing and cementing 34-inch casing	\$ 175 ⁻ /foot
1.04	750 feet	For drilling nominal 34-inch borehole	\$ 1 ⁻ /foot
1.05	670 feet	For furnishing, installing, and cementing 24-inch casing	\$ 173 ⁻ /foot
1.06	100 feet	For drilling nominal 24-inch borehole	\$ 100 ⁻ /foot
1.07	120 hours	For standby time	\$ 2 ⁻ /hour

The CITY reserves the right to waive any informality in any bid and to reject any and all bids for any reason whatsoever that CITY may deem necessary for its best interest.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEM 1):

\$ 797,000⁰⁰
(FIGURES)

SEVEN HUNDRED NINETY SEVEN THOUSAND Dollars and
NO Cents
(TOTAL WRITTEN DOLLAR AMOUNT)

Amounts shall be shown in both words and figures. In case of discrepancies, the amount shown in words shall govern for each bid item, base bid, and alternate bid item.

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Vice President of the Youngquist Brothers, Inc.**, company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.


4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 28TH day of APRIL, 2016.

By: 

SECTION 01010SUMMARY OF WORKPART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Work to be done under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the City of Naples Aquifer Storage and Recovery (ASR) System. The ASR system will consist of construction of an ASR Test Well at the approximate location shown on the drawings.
- B. Wherever the Contract Documents address a third party, (i.e., subcontractor, manufacturer, etc.), it is to be considered as the Contractor through the third party.
- C. Wherever a reference to number of days is noted, it shall be defined as calendar days.
- D. The project area is located adjacent to the City of Naples Water Reclamation Facility located at 380 Riverside Circle. The Owner (City of Naples) owns the property within the project area. The Contractor shall confine their construction activities to the Owner's property and general area as shown on the drawings.
- E. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulatory agency fines and all other labor, materials, and costs associated with any contamination of the water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.
- F. Notwithstanding other indemnification requirements of the Contract Documents, the Contractor shall also indemnify, defend, and hold harmless the Owner, the Engineer and the Owner's agents from any and all legal action that may arise from contamination of the water supply caused directly or indirectly by the Contractor in the performance of the work.

1.02 CONTRACT DOCUMENTS

- A. The Work to be done is shown on the Drawings. The numbers and titles of all Drawings appear on the index sheet of the Drawings. All Drawings shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as 08110, 13182, 15206, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. For example, Division 16 would thus include Sections 16000 through 16999 and would mean all electrical specifications.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any deviations from the Drawings are deemed necessary by the Contractor to accommodate the

materials and equipment he proposes to furnish, details of such deviations and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such deviations shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work or related work under other Contracts of the Project.

- B. The specific equipment proposed for use by the Contractor on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the Engineer, for approval, all necessary Drawings and details showing such changes. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. The project consists of construction of Aquifer Storage and Recovery (ASR) Test Well No. 4 (ASR-4), which will be a 24-inch diameter well.
- B. The Owner reserves the right to delete any and all parts of the work described in this Section at his own discretion.
- C. The Work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase to the Owner.

1.05 OUTLINE SPECIFICATIONS OF ASR TEST WELL NO. 4 (i.e., Class V Injection Well)

- A. ASR Test Well No. 4: The principal features of the Work to be performed under this Contract and described in these Contract Documents are described in this Section.

The following description of the work shall not be construed as a complete description of all work required.

1. Site Preparation: Perform clearing and grubbing for vegetation removal in accordance with the Contract Documents, and as needed to provide a stable base for drilling and testing operations.
2. ASR Test Well Construction and Testing: The anticipated well casing and open-hole depths listed in the following well construction sequence are approximate. Actual depths may vary depending on the specific subsurface conditions encountered during well construction and testing. The sequence of testing and well testing procedures described in this outline may be changed in order of occurrence, or deleted, and additional testing may be added as directed by Engineer.

- a. Mobilize on site and prepare location for drilling and testing at location established by Owner.
- b. Furnish and install pit casing (minimum 42-inch diameter casing) to a depth selected by the Contractor that will allow the surface casing string to be installed and grouted in place with a minimum annular space of 5 inches around the entire borehole.
- c. Drill nominal 12- $\frac{1}{4}$ inch diameter pilot hole to approximately 450 feet below land surface, or to depth as directed by the Engineer, using the mud-rotary method.
- d. Clean and condition the borehole. Perform geophysical logging.
- e. Ream nominal 42-inch diameter borehole to approximately 450 feet below land surface, or to depth as directed by the Engineer, using the mud-rotary method.
- f. Clean and condition the borehole as needed for casing installation. Perform geophysical logging.
- g. Furnish and install 34-inch diameter 0.375-inch wall steel surface casing to approximately 450 feet below land surface, or to a depth as directed by the Engineer, and cement in place.
- h. Drill nominal 12- $\frac{1}{4}$ inch diameter pilot hole to approximately 750 feet below land surface, or to depth as directed by the Engineer, using the reverse-air method.
- i. Clean and condition the borehole as needed for casing installation. Perform geophysical logging.
- j. Ream nominal 34-inch diameter borehole to approximately 670 feet below land surface, or to depth as directed by the Engineer, using the reverse air method. Collect representative formation water samples every drill rod (minimum every 30 feet).
- k. Clean and condition the borehole as needed for casing installation. Perform geophysical logging.
- l. Furnish and install 24-inch casing consisting of 0.500-inch wall seamless steel casing, to approximately 670 feet below land surface, or to a depth as identified by the Engineer, and cement in place. Lower 200 feet of annular space shall be filled with neat cement. Remaining annulus space shall be filled with 6% bentonite cement mix. Perform geophysical logging after each cement stage.
- m. Conduct pressure test on 24-inch casing.
- n. Drill out nominal 24-inch diameter borehole to an estimated depth of 740 feet below land surface and confirm plumbness.

- o. Clean and condition the borehole as needed and perform geophysical logging.
- p. Develop well by high rate pumping and surging as directed by the Engineer.
- q. Conduct step drawdown tests as directed by the Engineer. Monitor water levels at locations (i.e., monitor wells and other ASR Wells) during testing as directed Engineer.
- r. Disinfect well and collect background native water sample. Analyze for primary and secondary drinking water standards.
- s. Install wellhead equipment.
- t. Demobilize rig and restore site to pre-construction conditions.

1.06 REGULATORY COMPLIANCE

- A. It shall be the Contractor's responsibility to secure all permits of every description required to initiate and complete the Work under this contract, except permits obtained by the Owner.
- B. Permits being obtained by the Owner or its authorized representative include the following:
 - 1. FDEP Class V Injection Well Construction and Testing Permit
- C. The Contractor and Subcontractors must obtain a FDEP Permit for disposal of its drill cuttings and drilling fluid as well as any other permit required by any other regulatory agency. The Contractor or Subcontractors shall also be responsible to call for inspections required in Section 305 of the Florida Building Code.
- D. No separate or direct payment will be made to the Contractor for permits and inspection requirements, but all such costs shall be included in the applicable items in the Schedule of Prices. Reference Section entitled "Measurement and Payment" for Contractor acquired permit requirements. The Owner will furnish signed and sealed sets of Contract Documents for permit use as required.
- E. The Contractor shall furnish to the Engineer copies of all permits prior to commencement of Work requiring permits.
- F. The Contractor shall furnish to the Engineer copies of all permits prior to commencement of Work requiring permits. No payments will be made for work completed without first acquiring and furnishing two (2) copies of each permit to the Engineer.

1.07 WORK BY OTHERS

- A. The Contractor's attention is directed to the fact that other contractors may conduct other work at the site(s) during the performance of the work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with

the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.

- B. When two or more contracts are being executed at one time on the same or adjacent areas in such manner that work on one contract may interfere with that on another, the Owner shall determine the sequence and order of the work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use or territory shall be made the basis of any claim of delay or damage.
- D. Interference with Work on Utilities: The Contractor shall cooperate fully with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.08 CONTRACTOR USE OF PROJECT SITE

- A. The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices, as directed by the Owner and Engineer.
- B. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible and not less than twice per week. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.09 OWNER USE OF THE PROJECT SITE

- A. The Owner may utilize all or part of the facilities during the entire period of construction for the conduct of the Owner's normal operations. The Contractor shall cooperate with the Owner to minimize interference with the Contractor's operations and to facilitate the Owner's operations.

1.10 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.
- B. Structural design shown on the Contract Drawings is based upon typical weights for major items of equipment as indicated on the Contract Drawings and specified. If the equipment furnished exceeds the weights of said equipment, the Contractor shall

assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's expenses in connection therewith.

- C. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

1.11 ADDITIONAL OWNER'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the Owner may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.
- B. The normal time of work under this Contract is defined in the Owner's General Conditions. Work beyond these hours will result in additional expense to the Owner. Any expenses and/or damages, including the cost of the Engineer's on site personnel, arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor.
- C. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$800 per day for field personnel and \$1,200 per day for engineering personnel, based on an eight hour workday.
- D. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.12 DIMENSIONS OF EXISTING FACILITIES

- A. Where the dimensions and locations of existing improvements are of critical importance in the installation or connection of new work, the Contractor shall verify such dimensions and locations in the field prior to the fabrication and/or installation of materials or equipment, which are dependent on the correctness of such information.

1.13 TIME OF WORK

- A. The normal time of work for this Contract is limited to 40 hours per week and shall generally be between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor may elect to work beyond these hours or on holidays or weekends provided that all costs incurred by the Owner for additional engineering shall be borne by

the Contractor. The Owner shall deduct the cost of additional engineering costs and overtime from monies due the Contractor.

- B. If it shall become imperative to perform work at night, the Owner and Engineer shall be informed in writing a reasonable time in advance of the beginning of such work (minimum of 48 hours). Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather.

1.14 SITE CONDITIONS

- A. The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available to the Owner. The contractor shall not receive any additional compensation for any claims of unforeseen conditions.

1.15 DIMENSIONS OF EXISTING FACILITIES

- A. Where the dimensions and locations of existing improvements are of critical importance in the installation or connection of new work, the Contractor shall verify such dimensions and locations in the field prior to the fabrication and/or installation of materials or equipment, which are dependent on the correctness of such information.

1.16 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction.

- B. All survey work for construction control purposes shall be made by the Contractor at his expense. The Contractor shall provide a Licensed Surveyor as Chief of Party, competently qualified men, all necessary instruments, stakes, and other material to perform the work.
- C. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- D. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.
- F. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.
- G. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all structures, roads, all structures, existing bench marks, etc. The Record Drawings shall indicate all critical elevations of piping, structures, finish grades, etc. **Elevations shall be provided in both NGVD (1929) and NAVD (1988).** Contractor shall record survey at courthouse and provide proof of documentation to Engineer.

1.17 FIRE PROTECTION

- A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the Owner of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.

1.18 CHEMICALS

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

1.19 FIRST AID FACILITIES AND ACCIDENTS

- A. First Aid Facilities: The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.

- B. Accidents:

1. The Contractor shall promptly report, in writing, to the Engineer and Owner all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Engineer.
3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Engineer and Owner, giving full details of the claim.

1.20 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other contractors and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other contractors as the Engineer directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, he will promptly issue such directions to the other Contractor with respect thereto as the situation may require. The Owner, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another contractor's default in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any Contractor.

- D. The Contractor shall indemnify and hold the Owner and the Engineer harmless from any and all claims of judgments for damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly.
 - E. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the Owner or the Engineer for such damage, but shall have a right to recover such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other contractors.
 - F. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the Owner harmless from all such claims.
 - G. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.
- 1.21 BLASTING AND EXPLOSIVES
- A. Blasting shall not be allowed.
- 1.22 LIMITS OF WORK AREA
- A. The Contractor shall confine his construction operations within the Contract limits shown on the Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the Owner's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.
- 1.23 WEATHER CONDITIONS
- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to

safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.

- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the Engineer; and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.

1.24 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project.
- B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- D. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

1.25 USE OF FACILITIES BEFORE COMPLETION

- A. The Owner reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the Engineer's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.

- B. It shall be the Owner's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the Engineer issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.
- C. Consistent with the approved progress schedule, the Contractor shall cooperate with the Owner, his agents, and the Engineer to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the Owner.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

- END OF SECTION -