

RESOLUTION NO. 2022- 2927

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ATLANTIC PIPE SERVICES, LLC FOR PIPE AND MANHOLE LINING, RENEWAL, AND REHABILITATION SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE ST. JOHNS COUNTY, FLORIDA, CONTRACT NO. 21-MCC-ATL-13188, AS AMENDED; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; EXPEND BUDGETED AND APPROVED FISCAL YEAR 2023 FUNDING IN AN AMOUNT NOT TO EXCEED \$195,000.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in fiscal year 2022, the Town of Surfside (the "Town") conducted smoke testing and manhole inspections of the Town's sanitary sewer infrastructure manholes and discovered 64 manholes require pipe and manhole lining, renewal, and rehabilitation services (the "Services"); and

WHEREAS, on April 6, 2021, St. Johns County, Florida ("St. Johns") adopted Resolution No. 2021-71, competitively awarding Atlantic Pipe Services, LLC (the "Contractor") Contract No. 21-MCC-ATL-13188 for pipe and manhole repairs, renewal and rehabilitation services pursuant to Invitation to Bid No. 21-05 (the "St. Johns Contract"); and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, the Contractor has agreed to extend the pricing, terms, and conditions of the St. Johns Contract to the Town; and

WHEREAS, the Town wishes to enter into an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit "A," utilizing the terms, conditions and pricing of the St. Johns Contract (the "Agreement"); and

WHEREAS, the Town Commission finds that the Services have already been competitively bid by St. Johns and are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code of Ordinances (the "Code"); and

WHEREAS, the Town Commission finds that the award of an Agreement for the Services to the Contractor expending budgeted and approved Fiscal Year 2023 funding in an amount not to exceed \$195,000.00 and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Agreement, in substantially the form attached hereto as Exhibit "A," is approved. The expenditure of budgeted and approved Fiscal Year 2023 funding in an amount not to exceed \$195,000.00 is hereby approved.

Section 3. Exemption from Competitive Bidding. The Town Commission finds that hiring the Contractor to provide the Services by utilizing the St. Johns Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Authorization to Execute Agreement. The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor on behalf of the Town, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 5. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement for the Services, and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of October, 2022.

Motion By: Commissioner Landsman
Second By: Vice Mayor Rose


FINAL VOTE ON ADOPTION:

| | |
|--------------------------------|---------------|
| Commissioner Fred Landsman | <u>Yes</u> |
| Commissioner Marianne Meisheid | <u>Absent</u> |
| Commissioner Nelly Velasquez | <u>Absent</u> |
| Vice Mayor Jeffrey Rose | <u>Yes</u> |
| Mayor Shlomo Danzinger | <u>Yes</u> |




Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**COOPERATIVE AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
ATLANTIC PIPE SERVICES, LLC
FOR
PIPE AND MANHOLE LINING, RENEWAL, AND
REHABILITATION SERVICES**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (hereinafter, the "Town"), and **ATLANTIC PIPE SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Town and Contractor are referred to as the "Parties."

WHEREAS, the Town desires to utilize the services of the Contractor for the provision of pipe and manhole lining, renewal, and rehabilitation services (the "Services"); and

WHEREAS, St. Johns County, Florida ("St. Johns") issued ITB No. 21-05 (the "ITB") for the Services and competitively awarded Contract No. 21-MCC-ATL-13188 to the Contractor pursuant to the ITB, which contract is attached hereto as Exhibit "A" (the "Master Contract"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Master Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the "Code") provides that purchases made under state general service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies, or through cooperative purchasing are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and

WHEREAS, pursuant to Section 3-13(3) of the Code, the Town desires to utilize the terms and conditions of the competitively awarded Master Contract with the Contractor pursuant to the ITB and engage the Contractor to perform the Services as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

- 1. Incorporation of Master Contract.** The terms and conditions of the Master Contract, which is attached as Exhibit "A," is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Master Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Master Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Master Contract unless otherwise provided in this Agreement. All references to "St. Johns County" or the "County" shall be replaced with the "Town of Surfside, FL," or the "Town" where applicable.
4. **Insurance.** Subsection 13.1.1. of Article VIII, "Insurance," of the Agreement is hereby amended to read as follows:

13.1.1. The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County Town. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of insurance to the County Town prior to commencement of operations. Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days written notice to the County Town. Certificates shall specifically include the County as an Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: ~~St. Johns County, a political subdivision of the State of Florida~~
~~500 San Sebastian View~~
~~St. Augustine, FL 32084~~
Town of Surfside, Florida
9293 Harding Avenue
Surfside, FL 33154

5. **Governing Law and Venue.** Section 17.1, "Governing Law and Venue," of Article XVII of the Agreement is hereby deleted in its entirety and replaced as follows:

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

6. **Public Records.** The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the Town in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the Town all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE 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.

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

[Remainder of page intentionally left blank. Signature pages follow.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Andrew Hyatt
Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman,
P.L.
Town Attorney

Addresses for Notice:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman,
P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, Suite
1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "A"

AGREEMENT

BETWEEN

ST. JOHNS COUNTY

AND

ATLANTIC PIPE SERVICES, LLC.

FOR

PIPE AND MANHOLE LINING, RENEWAL, AND REHABILITATION SERVICES



**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR
(2012 EDITION)
MASTER CONTRACT #: 21-MCC-ATL-13188**

This Contract Agreement ("Agreement") is made and entered into as of this 24th day of February, 2021, by and between **ST. JOHNS COUNTY, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **ATLANTIC PIPE SERVICES, LLC**, ("Contractor"), a company authorized to do business in the State of Florida, with offices located at 1420 Martin Luther King Jr. Blvd., Sanford, FL 32771; Phone: 407-792-1360; Email: info@atlanticpipe.us; under seal for **BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL, & REHABILITATION SERVICES**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.

1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all Bid No: 21-05 documents together with all addenda thereto; (3) all Specifications; and (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County ("Effective Date"), and shall remain in effect for a period of one (1) calendar year.

1.2.2 The term of the Contract may be renewed for up to four (4) additional one (1) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of the Contract. The County reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of the County.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to Bid No: 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services. Specifically, but without limitation, the Contract supersedes any Bid Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in the Contract shall create, or be interpreted to create privity or any other contractual agreement between County and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.

- 1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include," "includes" or "including," as used in the Contract, shall be deemed to be followed by the phrase "without limitation."
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents
 - 1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall

further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

3.1 Time and Liquidated Damages

- 3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

- 3.1.2 For each project, the Contractor shall pay the County the sum based on the FDOT Table provided in the Bid Document for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Substantial Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

- 3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

- 3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

- 4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars (\$200,000), without prior written authorization by the Board of County Commissioners.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

- 5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

- 5.2.1 The County shall pay the Project Price to the Contractor as provided below.
- 5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of five percent (5%) will be

withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

- 5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

- 5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.
- 5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

- 5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:
- (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
 - (2) claims of third parties against the County or the County's property;
 - (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
 - (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
 - (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
 - (7) damage to the County or a third party to whom the County is, or may be, liable;
 - (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by the County, the County, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the County, the County shall pay the Contractor an amount equal to ninety-five percent (95%) of the Project Price. Five Percent (5%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

- 5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.
- 5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

- 6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.

6.3 County's Right to Perform Work

- 6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

- 7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.
- 7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.
- 7.4. Warranty

7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

| Name | Function |
|------------------------|------------------------------|
| <u>GABE HUTSON</u> | <u>PROJECT MANAGER</u> |
| <u>JOE McDONOUGH</u> | <u>PROJECT MANAGER</u> |
| <u>TOMMY ROBERTSON</u> | <u>CIPP DIVISION MANAGER</u> |

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Contractor Safety and Health Requirements

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

7.13.3 OSHA Requirements

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

7.13.4 Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

7.13.5 Training and Education:

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work

- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocutation Hazards.

7.13.6 Fire Extinguishers (For Fire Extinguisher Services)

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

7.13.7 Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

7.13.8 Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.

8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.

8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic

interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

- 8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.
- 8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.
- 8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
- 8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.
- 8.2 Claims by the Contractor
 - 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
 - 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
 - 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
 - 8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

- 8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

- 8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

- 8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.

8.3 Field Orders

- 8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

- 9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

- 9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

- 10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

- 10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Certificate of Payment.

10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection

and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.

11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

12.2.2.3) In the event the Contract is terminated by the County for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor’s Insurance

13.1.1 The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

- 13.1.1.1 The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.
- 13.1.1.2 The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.
- 13.1.1.3 The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.
- 13.1.1.4 The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.
- 13.1.1.5 The Contractor shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.
- 13.1.1.6 In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.
- 13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.
- 13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.
- 13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor’s Employment Opportunity

14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative measures to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 14.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

- 15.1.1 In accordance with applicable Florida law, the Contractor shall make a diligent effort to hire for performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.
- 15.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.
- 15.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.
- 15.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.
- 15.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.
- 15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. “The term Contractor” as used in such clauses and any Subcontract shall mean the Subcontractor.
- 15.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVI – PUBLIC RECORDS

16.1 Public Records (Chapter 119, Florida Statutes)

- 16.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- 16.1.2 In accordance with Florida law, to the extent that Contractor’s performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida’s public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- 16.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- 16.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law and Venue

17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

17.2 Successors and Assigns

17.2.1 The County and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

17.3 Surety Bonds

17.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The

Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

17.4. Safety of Persons and Property

17.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the County.

17.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

(a) Contracting to provide goods or services to a public entity;

(b) Submitting a bid on a contract for construction or repair of a public building or public work;

- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.12. Termination Under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contractor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.16. No Third Party Beneficiaries

Both the County and the Contractor explicitly agree, and the Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

17.17. E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

17.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Leigh A. Daniels, CPPB

Printed Name of County Representative

Leigh A. Daniels
Signature County Representative

Purchasing Manager

Title of County Representative

2/24/21
Date of Execution

Atlantic Pipe Services, LLC

Company Name

Allan Cagle
Signature of Contractor Representative

ALLAN CAGLE, PRESIDENT

Printed Name & Title

2/19/21
Date of Execution

ATTEST:

**ST. JOHNS COUNTY, FL
CLERK OF THE CIRCUIT COURT & COMPTROLLER**

Rory Harten
Deputy Clerk

2/24/21
Date

ST JOHNS COUNTY

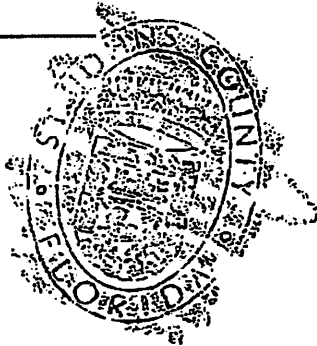
FEB 24 '21

PURCHASING

LEGALLY SUFFICIENT:

Regina P. L.
Deputy County Attorney

2/25/21
Date of Execution



**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

**EXHIBIT "A"
FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES**

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds

obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor,

or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

4. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R.PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ATLANTIC PIPE SERVICES, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Allan Cagle

Name and Title of Contractor's Authorized Official ALLAN CAGLE, PRESIDENT

Date 2/19/21

8. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

9. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

**EXHIBIT "B"
CDBG SUPPLEMENTAL CONDITIONS FOR CONSTRUCTION CONTRACTS**

1. Equal Employment Opportunity

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
- c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
 - b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
 - c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
 - f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
 - g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.
- 5. Compliance With Clean Air Act.**
- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 etseq.
 - b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.
- 6. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ATLANTIC PIPE SERVICES, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Name and Title of Allan Cople ALLAN CAGLE
PRESIDENT

Contractor's Authorized Official Date 2/19/21

9. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

- a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD- assisted contracts.
- g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

**EXHIBIT "C"
BASIS OF COMPENSATION**

Unit Prices submitted under this Bid shall include any and all costs, fees, and charges associated with providing labor, materials, equipment, testing, shoring, dewatering, surveying, mark-up, insurance, bond(s), utilities, and any other costs associated with performance of the work. The Unit shall be the final unit cost to the County. The County shall not be charged for any costs other than the unit price items unless approved via Contract Amendment prior to execution of a Task Order.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

EXHIBIT "C-1"
 UNIT PRICE LIST

| A. CURED-IN-PLACE PIPE (CIPP) (Stormwater and Waste Water (WW) Drainage Pipes/Mains) | | | |
|--|--------------------|-----------------|-----------|
| Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection | | | |
| Item | Description | Unit of Measure | Unit Cost |
| A-1 | 8" - 12" diameter | LF | \$ 2.00 |
| A-2 | 14" - 18" diameter | LF | \$ 2.50 |
| A-3 | 20" - 24" diameter | LF | \$ 3.00 |
| A-4 | 27" - 42" diameter | LF | \$ 5.00 |
| A-5 | 48" - 72" diameter | LF | \$ 10.00 |
| Medium Cleaning and CCTV Inspection | | | |
| A-6 | 8" - 12" diameter | LF | \$ 2.75 |
| A-7 | 14" - 18" diameter | LF | \$ 3.75 |
| A-8 | 20" - 24" diameter | LF | \$ 4.50 |
| A-9 | 27" - 42" diameter | LF | \$ 7.00 |
| A-10 | 48" - 72" diameter | LF | \$ 15.00 |
| Heavy Cleaning and CCTV Inspection | | | |
| A-11 | 8" - 12" diameter | LF | \$ 3.50 |
| A-12 | 14" - 18" diameter | LF | \$ 5.50 |
| A-13 | 20" - 24" diameter | LF | \$ 8.00 |
| A-14 | 27" - 42" diameter | LF | \$ 12.50 |
| A-15 | 48" - 72" diameter | LF | \$ 30.00 |
| Root Removal and CCTV Inspection | | | |
| A-16 | 8" - 12" diameter | LF | \$ 5.00 |
| A-17 | 14" - 18" diameter | LF | \$ 7.00 |
| A-18 | 20" - 24" diameter | LF | \$ 9.00 |
| A-19 | 27" - 42" diameter | LF | \$ 15.00 |
| A-20 | 48" - 72" diameter | LF | \$ 38.00 |
| Tuberculation Cleaning and CCTV Inspection | | | |
| A-21 | 8" - 12" diameter | LF | \$ 20.00 |
| A-22 | 14" - 18" diameter | LF | \$ 25.00 |
| A-23 | 20" - 24" diameter | LF | \$ 30.00 |

| | | | |
|---|---|----|-------------|
| A-24 | 27" - 42" diameter | LF | \$ 37.00 |
| A-25 | 48" - 72" diameter | LF | \$ 65.00 |
| Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage/WW Infrastructure | | | |
| | 8" diameter CIPP Liner | | |
| A-26 | 6.0 mm normal thickness (.236) | LF | \$ 26.69 |
| A-27 | 7.5 mm normal thickness (.295) | LF | \$ 28.59 |
| A-28 | 9.0 mm normal thickness (.354) | LF | \$ 30.28 |
| A-29 | Sectional Liner, 8' long | EA | \$ 2,950.00 |
| | 12" diameter CIPP Liner | | |
| A-30 | 6.0 mm normal thickness (.236) | LF | \$ 32.37 |
| A-31 | 7.5 mm normal thickness (.295) | LF | \$ 34.64 |
| A-32 | 9.0 mm normal thickness (.354) | LF | \$ 37.07 |
| A-33 | Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm | LF | \$ 2.32 |
| A-34 | Sectional Liner, 8' long | EA | \$ 3,675.00 |
| | 15" diameter CIPP Liner | | |
| A-35 | 6.0 mm normal thickness (.236) | LF | \$ 38.78 |
| A-36 | 7.5 mm normal thickness (.295) | LF | \$ 41.21 |
| A-37 | 9.0 mm normal thickness (.354) | LF | \$ 44.07 |
| A-38 | Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm | LF | \$ 2.57 |
| A-39 | Sectional Liner, 8' long | EA | \$ 4,325.00 |
| | 18" diameter CIPP Liner | | |
| A-40 | 6.0 mm normal thickness (.236) | LF | \$ 45.40 |
| A-41 | 7.5 mm normal thickness (.295) | LF | \$ 48.59 |
| A-42 | 9.0 mm normal thickness (.354) | LF | \$ 51.88 |
| A-43 | 10.5 mm normal thickness (.413) | LF | \$ 54.85 |
| A-44 | Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm | LF | \$ 3.24 |
| A-45 | Sectional Liner, 8' long | EA | \$ 4,950.00 |
| | 21" diameter CIPP Liner | | |
| A-46 | 6.0 mm normal thickness (.236) | LF | \$ 52.49 |
| A-47 | 7.5 mm normal thickness (.295) | LF | \$ 56.42 |
| A-48 | 9.0 mm normal thickness (.354) | LF | \$ 60.18 |
| A-49 | 10.5 mm normal thickness (.413) | LF | \$ 65.12 |
| A-50 | 12.0 mm normal thickness (.472) | LF | \$ 67.79 |
| A-51 | Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm | LF | \$ 4.40 |
| A-52 | Sectional Liner, 8' long | EA | \$ 5,200.00 |

| | | | |
|------|---|----|-------------|
| | 24" diameter CIPP Liner | | |
| A-53 | 9.0 mm normal thickness (.354) | LF | \$ 66.82 |
| A-54 | 10.5 mm normal thickness (.413) | LF | \$ 71.65 |
| A-55 | 12.0 mm normal thickness (.472) | LF | \$ 75.84 |
| A-56 | 13.5 mm normal thickness (.531) | LF | \$ 80.31 |
| A-57 | 15.0 mm normal thickness (.591) | LF | \$ 84.93 |
| A-58 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 4.44 |
| A-59 | Sectional Liner, 8' long | EA | \$ 5,600.00 |
| | 27" diameter CIPP Liner | | |
| A-60 | 9.0 mm normal thickness (.354) | LF | \$ 71.53 |
| A-61 | 10.5 mm normal thickness (.413) | LF | \$ 77.19 |
| A-62 | 12.0 mm normal thickness (.472) | LF | \$ 82.15 |
| A-63 | 13.5 mm normal thickness (.531) | LF | \$ 87.68 |
| A-64 | 15.0 mm normal thickness (.591) | LF | \$ 93.09 |
| A-65 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 5.32 |
| A-66 | Sectional Liner, 8' long | EA | \$ 6,000.00 |
| | 30" diameter CIPP Liner | | |
| A-67 | 9.0 mm normal thickness (.354) | LF | \$ 79.84 |
| A-68 | 10.5 mm normal thickness (.413) | LF | \$ 85.39 |
| A-69 | 12.0 mm normal thickness (.472) | LF | \$ 90.44 |
| A-70 | 13.5 mm normal thickness (.531) | LF | \$ 96.09 |
| A-71 | 15.0 mm normal thickness (.591) | LF | \$ 101.19 |
| A-72 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 5.42 |
| A-73 | Sectional Liner, 8' long | EA | \$ 6,800.00 |
| | 36" diameter CIPP Liner | | |
| A-74 | 10.5 mm normal thickness (.413) | LF | \$ 112.83 |
| A-75 | 12.0 mm normal thickness (.472) | LF | \$ 119.83 |
| A-76 | 13.5 mm normal thickness (.531) | LF | \$ 127.33 |
| A-77 | 15.0 mm normal thickness (.591) | LF | \$ 134.31 |
| A-78 | 16.5 mm normal thickness (.650) | LF | \$ 140.25 |
| A-79 | 18.0 mm normal thickness (.709) | LF | \$ 147.85 |
| A-80 | Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm | LF | \$ 8.46 |
| A-81 | Sectional Liner, 8' long | EA | \$ 8,450.00 |
| | 42" diameter CIPP Liner | | |
| A-82 | 10.5 mm normal thickness (.413) | LF | \$ 133.71 |
| A-83 | 12.0 mm normal thickness (.472) | LF | \$ 141.80 |
| A-84 | 13.5 mm normal thickness (.531) | LF | \$ 149.59 |

| | | | |
|--------------------------------|---|----|--------------|
| A-85 | 15.0 mm normal thickness (.591) | LF | \$ 157.39 |
| A-86 | 16.5 mm normal thickness (.650) | LF | \$ 165.20 |
| A-87 | 18.0 mm normal thickness (.709) | LF | \$ 171.71 |
| A-88 | Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm | LF | \$ 9.32 |
| A-89 | Sectional Liner, 8' long | EA | \$ 9,000.00 |
| 48" diameter CIPP Liner | | | |
| A-90 | 12.0 mm normal thickness (.472) | LF | \$ 159.89 |
| A-91 | 13.5 mm normal thickness (.531) | LF | \$ 168.82 |
| A-92 | 15.0 mm normal thickness (.591) | LF | \$ 177.68 |
| A-93 | 16.5 mm normal thickness (.650) | LF | \$ 186.61 |
| A-94 | 18.0 mm normal thickness (.709) | LF | \$ 194.23 |
| A-95 | 19.5 mm normal thickness (.768) | LF | \$ 206.46 |
| A-96 | 21.0 mm normal thickness (.827) | LF | \$ 213.93 |
| A-97 | Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm | LF | \$ 11.15 |
| A-98 | Sectional Liner, 8' long | EA | \$ 15,345.00 |
| 52" diameter CIPP Liner | | | |
| A-99 | 10.5 mm normal thickness (.413) | LF | \$ 176.24 |
| A-100 | 12.0 mm normal thickness (.472) | LF | \$ 185.53 |
| A-101 | 13.5 mm normal thickness (.531) | LF | \$ 195.29 |
| A-102 | 15.0 mm normal thickness (.591) | LF | \$ 205.06 |
| A-103 | 16.5 mm normal thickness (.650) | LF | \$ 213.23 |
| A-104 | 18.0 mm normal thickness (.709) | LF | \$ 225.04 |
| A-105 | 19.5 mm normal thickness (.768) | LF | \$ 234.72 |
| A-106 | 21.0 mm normal thickness (.827) | LF | \$ 243.93 |
| A-107 | 22.5 mm normal thickness (.886) | LF | \$ 253.66 |
| A-108 | Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm | LF | \$ 13.75 |
| A-109 | Sectional Liner, 8' long | EA | \$ 16,876.00 |
| 54" diameter CIPP Liner | | | |
| A-110 | 10.5 mm normal thickness (.413) | LF | \$ 192.59 |
| A-111 | 12.0 mm normal thickness (.472) | LF | \$ 202.24 |
| A-112 | 13.5 mm normal thickness (.531) | LF | \$ 212.90 |
| A-113 | 15.0 mm normal thickness (.591) | LF | \$ 223.51 |
| A-114 | 16.5 mm normal thickness (.650) | LF | \$ 232.24 |
| A-115 | 18.0 mm normal thickness (.709) | LF | \$ 243.63 |
| A-116 | 19.5 mm normal thickness (.768) | LF | \$ 255.51 |
| A-117 | 21.0 mm normal thickness (.827) | LF | \$ 267.26 |
| A-118 | 22.5 mm normal thickness (.886) | LF | \$ 278.99 |
| A-119 | Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm | LF | \$ 16.73 |

| | | | |
|-------|---|----|--------------|
| A-120 | Sectional Liner, 8' long | EA | \$ 17,253.00 |
| | 60" diameter CIPP Liner | | |
| A-121 | 10.5 mm normal thickness (.413) | LF | \$ 231.31 |
| A-122 | 12.0 mm normal thickness (.472) | LF | \$ 242.15 |
| A-123 | 13.5 mm normal thickness (.531) | LF | \$ 254.29 |
| A-124 | 15.0 mm normal thickness (.591) | LF | \$ 266.23 |
| A-125 | 16.5 mm normal thickness (.650) | LF | \$ 276.38 |
| A-126 | 18.0 mm normal thickness (.709) | LF | \$ 289.28 |
| A-127 | 19.5 mm normal thickness (.768) | LF | \$ 302.69 |
| A-128 | 21.0 mm normal thickness (.827) | LF | \$ 315.97 |
| A-129 | 22.5 mm normal thickness (.886) | LF | \$ 329.33 |
| A-130 | Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm | LF | \$ 18.36 |
| A-131 | Sectional Liner, 8' long | EA | \$ 18,150.00 |
| | 72" diameter CIPP Liner | | |
| A-132 | 10.5 mm normal thickness (.413) | LF | \$ 278.26 |
| A-133 | 12.0 mm normal thickness (.472) | LF | \$ 288.26 |
| A-134 | 13.5 mm normal thickness (.531) | LF | \$ 302.57 |
| A-135 | 15.0 mm normal thickness (.591) | LF | \$ 316.60 |
| A-136 | 16.5 mm normal thickness (.650) | LF | \$ 331.32 |
| A-137 | 18.0 mm normal thickness (.709) | LF | \$ 346.86 |
| A-138 | 19.5 mm normal thickness (.768) | LF | \$ 362.88 |
| A-139 | 21.0 mm normal thickness (.827) | LF | \$ 378.94 |
| A-140 | 22.5 mm normal thickness (.886) | LF | \$ 391.67 |
| A-141 | Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm | LF | \$ 21.76 |
| A-142 | Sectional Liner, 8' long | EA | \$ 20,343.00 |
| | (12" X 18") Elliptical CIPP Liner | | |
| A-143 | 9.0 mm normal thickness (.354) | LF | \$ 38.78 |
| A-144 | 10.5 mm normal thickness (.413) | LF | \$ 41.21 |
| A-145 | 12.0 mm normal thickness (.472) | LF | \$ 44.07 |
| A-146 | 13.5 mm normal thickness (.531) | LF | \$ 46.64 |
| A-147 | 15.0 mm normal thickness (.591) | LF | \$ 49.29 |
| A-148 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 2.57 |
| A-149 | Sectional Liner, 8' long | EA | \$ 4,800.00 |
| | (14" X 18") Elliptical CIPP Liner | | |
| A-150 | 9.0 mm normal thickness (.354) | LF | \$ 38.78 |
| A-151 | 10.5 mm normal thickness (.413) | LF | \$ 41.21 |
| A-152 | 12.0 mm normal thickness (.472) | LF | \$ 44.07 |
| A-153 | 13.5 mm normal thickness (.531) | LF | \$ 44.07 |

| | | | |
|-------|---|----|-------------|
| A-154 | 15.0 mm normal thickness (.591) | LF | \$ 46.64 |
| A-155 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 49.29 |
| A-156 | Sectional Liner, 8' long | EA | \$ 5,200.00 |
| | (14" X 23") Elliptical CIPP Liner | | |
| A-157 | 9.0 mm normal thickness (.354) | LF | \$ 45.40 |
| A-158 | 10.5 mm normal thickness (.413) | LF | \$ 48.59 |
| A-159 | 12.0 mm normal thickness (.472) | LF | \$ 51.88 |
| A-160 | 13.5 mm normal thickness (.531) | LF | \$ 54.85 |
| A-161 | 15.0 mm normal thickness (.591) | LF | \$ 58.09 |
| A-162 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 3.24 |
| A-163 | Sectional Liner, 8' long | EA | \$ 5,400.00 |
| | (19" X 30") Elliptical CIPP Liner | | |
| A-164 | 9.0 mm normal thickness (.354) | LF | \$ 66.82 |
| A-165 | 10.5 mm normal thickness (.413) | LF | \$ 71.65 |
| A-166 | 12.0 mm normal thickness (.472) | LF | \$ 75.84 |
| A-167 | 13.5 mm normal thickness (.531) | LF | \$ 80.31 |
| A-168 | 15.0 mm normal thickness (.591) | LF | \$ 84.93 |
| A-169 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 4.44 |
| A-170 | Sectional Liner, 8' long | EA | \$ 5,800.00 |
| | (24" X 38") Elliptical CIPP Liner | | |
| A-171 | 10.5 mm normal thickness (.413) | LF | \$ 79.84 |
| A-172 | 12.0 mm normal thickness (.472) | LF | \$ 85.39 |
| A-173 | 13.5 mm normal thickness (.531) | LF | \$ 90.44 |
| A-174 | 15.0 mm normal thickness (.591) | LF | \$ 96.09 |
| A-175 | 16.5 mm normal thickness (.650) | LF | \$ 101.19 |
| A-176 | 18.0 mm normal thickness (.709) | LF | \$ 106.91 |
| A-177 | Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm | LF | \$ 5.42 |
| A-178 | Sectional Liner, 8' long | EA | \$ 7,000.00 |
| | (29" X 45") Elliptical CIPP Liner | | |
| A-179 | 12.0 mm normal thickness (.472) | LF | \$ 119.83 |
| A-180 | 13.5 mm normal thickness (.531) | LF | \$ 127.33 |
| A-181 | 15.0 mm normal thickness (.591) | LF | \$ 134.31 |
| A-182 | 16.5 mm normal thickness (.650) | LF | \$ 150.25 |
| A-183 | 18.0 mm normal thickness (.709) | LF | \$ 157.85 |
| A-184 | 19.5 mm normal thickness (.768) | LF | \$ 164.34 |
| A-185 | 21.0 mm normal thickness (.827) | LF | \$ 171.11 |
| A-186 | Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm | LF | \$ 8.46 |

| | | | |
|-------|---|----|--------------|
| A-187 | Sectional Liner, 8' long | EA | \$ 8,900.00 |
| | (38" X 60") Elliptical CIPP Liner | | |
| A-188 | 12.0 mm normal thickness (.472) | LF | \$ 159.89 |
| A-189 | 13.5 mm normal thickness (.531) | LF | \$ 168.82 |
| A-190 | 15.0 mm normal thickness (.591) | LF | \$ 177.68 |
| A-191 | 16.5 mm normal thickness (.650) | LF | \$ 186.61 |
| A-192 | 18 .0 mm normal thickness (.709) | LF | \$ 194.23 |
| A-193 | 19.5 mm normal thickness (.768) | LF | \$ 206.46 |
| A-194 | 21 .0 mm normal thickness (.827) | LF | \$ 213.93 |
| A-195 | Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm | LF | \$ 18.15 |
| A-196 | Sectional Liner, 8' long | EA | \$ 17,253.88 |
| | (58" X 91") Elliptical CIPP Liner | | |
| A-197 | 12.0 mm normal thickness (.472) | LF | \$ 316.87 |
| A-198 | 13.5 mm normal thickness (.531) | LF | \$ 334.61 |
| A-199 | 15.0 mm normal thickness (.591) | LF | \$ 347.00 |
| A-200 | 16.5 mm normal thickness (.650) | LF | \$ 376.80 |
| A-201 | 18 .0 mm normal thickness (.709) | LF | \$ 394.12 |
| A-202 | 19.5 mm normal thickness (.768) | LF | \$ 412.23 |
| A-203 | 21 .0 mm normal thickness (.827) | LF | \$ 435.14 |
| A-204 | Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm | LF | \$ 36.41 |
| A-205 | Sectional Liner, 8' long | EA | \$ 23,965.00 |

B. SLIPLINING (Stormwater and Wastewater (WW) Drainage Pipes/Mains)

Sliplining – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection

| | | | |
|------|---|----|--------|
| | Sliplining Light Cleaning and CCTV inspection | | |
| B-1 | 8" - 12" diameter | LF | No Bid |
| B-2 | 14" - 18" diameter | LF | No Bid |
| B-3 | 20" - 24" diameter | LF | No Bid |
| B-4 | 27" - 42" diameter | LF | No Bid |
| B-5 | 48" - 72" diameter | LF | No Bid |
| | Sliplining Medium Cleaning and CCTV Inspection | | |
| B-6 | 8" - 12" diameter | LF | No Bid |
| B-7 | 14" - 18" diameter | LF | No Bid |
| B-8 | 20" - 24" diameter | LF | No Bid |
| B-9 | 27" - 42" diameter | LF | No Bid |
| B-10 | 48" - 72" diameter | LF | No Bid |

| | | | | |
|------|---|----|--------|--|
| | | | | |
| B-11 | 8" - 12" diameter | LF | No Bid | |
| B-12 | 14" - 18" diameter | LF | No Bid | |
| B-13 | 20" - 24" diameter | LF | No Bid | |
| B-14 | 27" - 42" diameter | LF | No Bid | |
| B-15 | 48" - 72" diameter | LF | No Bid | |
| | | | | |
| | Sliplining Root Removal and CCTV Inspection | | | |
| B-16 | 8" - 12" diameter | LF | No Bid | |
| B-17 | 14" - 18" diameter | LF | No Bid | |
| B-18 | 20" - 24" diameter | LF | No Bid | |
| B-19 | 27" - 42" diameter | LF | No Bid | |
| B-20 | 48" - 72" diameter | LF | No Bid | |
| | | | | |
| | Tuberculation Cleaning and CCTV Inspection | | | |
| B-21 | 8" - 12" diameter | LF | No Bid | |
| B-22 | 14" - 18" diameter | LF | No Bid | |
| B-23 | 20" - 24" diameter | LF | No Bid | |
| B-24 | 27" - 42" diameter | LF | No Bid | |
| B-25 | 48" - 72" diameter | LF | No Bid | |
| | | | | |
| | Sliplining Rehabilitation - Furnish & Installation - Stormwater Drainage Culverts | | | |
| B-26 | Polyethylene | LF | No Bid | |
| B-27 | High Density Polyethylene (DR rated) | LF | No Bid | |
| B-28 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid | |
| | | | | |
| | 10" diameter Sliplining | | | |
| B-29 | Polyethylene | LF | No Bid | |
| B-30 | High Density Polyethylene (DR rated) | LF | No Bid | |
| B-31 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid | |
| | | | | |
| | 12" diameter Sliplining | | | |
| B-32 | Polyethylene | LF | No Bid | |
| B-33 | High Density Polyethylene (DR rated) | LF | No Bid | |
| B-34 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid | |
| | | | | |
| | 15" diameter Sliplining | | | |
| B-35 | Polyethylene | LF | No Bid | |
| B-36 | High Density Polyethylene (DR rated) | LF | No Bid | |
| B-37 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid | |

| | | | |
|------|--------------------------------------|----|--------|
| | 18" diameter Sliplining | | |
| B-38 | Polyethylene | LF | No Bid |
| B-39 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-40 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 21" diameter Sliplining | | |
| B-41 | Polyethylene | LF | No Bid |
| B-42 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-43 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 24" diameter Sliplining | | |
| B-44 | Polyethylene | LF | No Bid |
| B-45 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-46 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 27" diameter Sliplining | | |
| B-47 | Polyethylene | LF | No Bid |
| B-48 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-49 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 30" diameter Sliplining | | |
| B-50 | Polyethylene | LF | No Bid |
| B-51 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-52 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 36" diameter Sliplining | | |
| B-53 | Polyethylene | LF | No Bid |
| B-54 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-55 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 42" diameter Sliplining | | |
| B-56 | Polyethylene | LF | No Bid |
| B-57 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-58 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 48" diameter Sliplining | | |
| B-59 | Polyethylene | LF | No Bid |
| B-60 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-61 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 52" diameter Sliplining | | |
| B-62 | Polyethylene | LF | No Bid |

| | | | |
|----------------------------------|---|------|-------------|
| B-63 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-64 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 54" diameter Sliplining | | |
| B-65 | Polyethylene | LF | No Bid |
| B-66 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-67 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 60" diameter Sliplining | | |
| B-68 | Polyethylene | LF | No Bid |
| B-69 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-70 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 72" diameter Sliplining | | |
| B-71 | Polyethylene | LF | No Bid |
| B-72 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-73 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| C. MANHOLE REHABILITATION | | | |
| C-1 | Clean New Sanitary/Storm Sewer Manhole/Wetwell | SF | \$ 6.00 |
| C-2 | Clean Existing Sanitary/Storm Sewer Manhole/Wetwell | SF | \$ 10.18 |
| C-3 | Chemical Grout Injection (Small) | TUBE | \$ 110.00 |
| C-4 | Chemical Grout Injection (Large) | GAL | \$ 440.00 |
| C-5 | Repair Wall w/ High Strength Mortar (Average 2" Depth) | SF | \$ 18.70 |
| C-6 | Coat New Sanitary/Storm Sewer Manhole | SF | \$ 25.03 |
| C-7 | Coat Existing Sanitary/Storm Sewer Manhole | SF | \$ 27.50 |
| C-8 | Coat Existing Wetwell | SF | \$ 27.50 |
| C-9 | Interior Manhole Coating/Lining Repair | SF | \$ 28.05 |
| C-10 | Manhole Test | SF | \$ 15.00 |
| C-11 | Concrete Adjustment Rings (0"-12") | VF | \$ 575.00 |
| C-12 | Concrete Adjustment Rings (Each Additional 6" Over Initial 12") | VF | \$ 265.00 |
| C-13 | Bench Replacement | EA | \$ 650.00 |
| C-14 | Replace Frame & Cover (24"-30") | EA | \$ 2,100.00 |
| C-15 | Replace Frame & Cover (32"-36") | EA | \$ 2,750.00 |
| C-16 | Inside Drop System 4" - 8" | EA | \$ 2,650.00 |
| C-17 | Inside Drop System 10" - 12" | EA | \$ 3,200.00 |
| D. ANCILLARY SERVICES | | | |
| | By-Pass Pumping & Dewatering | | |
| D-1 | 8" diameter | LF | \$ 3.00 |
| D-2 | 10" diameter | LF | \$ 6.00 |

| | | | |
|---|--|------|-------------|
| D-3 | 12" diameter | LF | \$ 8.00 |
| D-4 | 15" diameter | LF | \$ 10.00 |
| D-5 | 18" diameter | LF | \$ 15.00 |
| D-6 | 21" diameter | LF | \$ 18.00 |
| D-7 | 24" diameter | LF | \$ 24.00 |
| D-8 | 27" diameter | LF | \$ 30.00 |
| D-9 | 30" diameter | LF | \$ 35.00 |
| D-10 | 36" diameter | LF | \$ 54.00 |
| D-11 Service Connection - Grouting | | | |
| | | Each | \$ 475.00 |
| Maintenance of Traffic (MOT) | | | |
| D-12 | Traffic Control – MOT Index 601 or 602 (per day) | Day | \$ 250.00 |
| D-13 | Traffic Control – MOT Index 603 or higher (per day) | Day | \$ 750.00 |
| D-14 | Traffic Control – MOT Index 601 or 602 (per week) | Week | \$ 1,250.00 |
| D-15 | Traffic Control – MOT Index 603 or higher (per week) | Week | \$ 1,750.00 |
| D-16 Variable Message Board | | | |
| | | Week | \$ 625.00 |

**Bid No. 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188**

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

Atlantic Pipe Services, LLC this 19th day of FEBRUARY, 2021.

By: X Allan Cagle
Signature of Authorized Representative

Name: ALLAN CAGLE
(Please Type or Print)

Title: PRESIDENT
(Please Type or Print)

ST JOHNS COUNTY
FEB 24 '21
PURCHASING



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

February 18, 2021

Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd.
Sanford, FL 32771

RE: Bid No. 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188

We are pleased to notify you that on February 16, 2021, the St. Johns County Board of County Commissioners approved award for Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services as specified in the above referenced Bid. The rates submitted by your firm have been approved, and are hereby accepted, and incorporated in the Contract Agreement.

Attached, via email, is an electronic copy of the Contract Agreement and an Acceptance of this Notice of Award. Please print, sign, date, seal (if applicable) and return all of the following within ten (10) days of receipt of this Notice:

1. Three (3) original signature copies of the Contract Agreement (*Print on single-sided pages. Date only the signature page of the agreement. Please DO NOT date the front page of the contract*)
 - a. Please complete Section 7.6.2 – Key Personnel
2. One (1) original Acceptance of the Notice of Award (Please sign, date and return the Acceptance of Award acknowledgement (page 2 of this letter))
3. All applicable Certificates of Insurance as stated in Article 13 of the attached Contract Agreement.

NOTE: In accordance with the Bid documents, failure to return the requested documents within the time shown above may deem your firm non-responsive and the County may elect to contract with the next lowest bidder.

to the attention of: Ms. Diana M. Fye, AS, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Upon receipt of the above documents by this office, contract agreements will be executed and an original copy will be returned to your office.

Should you have any questions regarding this notice please don't hesitate to contact Diana M. Fye, A.S., CPPB, Procurement Coordinator at (904) 209-0162 or dfye@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners


Leigh A. Daniels, CPPB
Purchasing Manager

Date: 2/18/21



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 01

Bid No: 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188

Contractor: Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd.
Sanford, FL 32771

Date: January 7, 2022

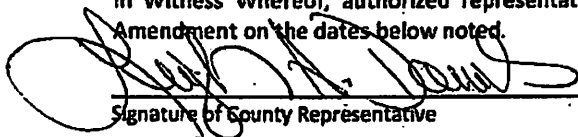
Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract Renewal Option 1 of 4 is hereby exercised by St. Johns County.
2. The contract time is hereby extended for a period of one (1) year, from February 24, 2022 through and until 11:59 PM EST on February 23, 2023.
3. The Contractor's unit prices shall be increased per the revised unit price sheet attached, in accordance with the Master Contract and as provided on the revised unit price sheet, attached hereto and incorporated herein.

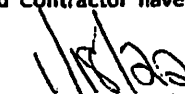
St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated February 24, 2021, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Contractor have executed this Amendment on the dates below noted.



 Signature of County Representative



 Date

Leigh A. Daniels, CPPB, Purchasing Manager
 Printed Name & Title – County Representative



 Signature of Contractor Representative



 Date

Allan CAGLE, PRESIDENT
 Printed Name & Title

End of Amendment No: 01

**Bid No: 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188**

**EXHIBIT "A" REVISED PER CA #01
UNIT PRICE LIST**

| A. CURED-IN-PLACE PIPE (CIPP) (Stormwater and Waste Water (WW) Drainage Pipes/Mains) | | | |
|---|---|------------------------|------------------------------|
| Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection | | | |
| Item | Description | Unit of Measure | Contract Unit Pricing |
| | Light Cleaning and CCTV Inspection | | |
| A-1 | 8" - 12" diameter | LF | \$ 2.14 |
| A-2 | 14" - 18" diameter | LF | \$ 2.67 |
| A-3 | 20" - 24" diameter | LF | \$ 3.20 |
| A-4 | 27" - 42" diameter | LF | \$ 5.34 |
| A-5 | 48" - 72" diameter | LF | \$ 10.68 |
| | Medium Cleaning and CCTV Inspection | | |
| A-6 | 8" - 12" diameter | LF | \$ 2.94 |
| A-7 | 14" - 18" diameter | LF | \$ 4.01 |
| A-8 | 20" - 24" diameter | LF | \$ 4.81 |
| A-9 | 27" - 42" diameter | LF | \$ 7.48 |
| A-10 | 48" - 72" diameter | LF | \$ 16.02 |
| | Heavy Cleaning and CCTV Inspection | | |
| A-11 | 8" - 12" diameter | LF | \$ 3.74 |
| A-12 | 14" - 18" diameter | LF | \$ 5.87 |
| A-13 | 20" - 24" diameter | LF | \$ 8.54 |
| A-14 | 27" - 42" diameter | LF | \$ 13.35 |
| A-15 | 48" - 72" diameter | LF | \$ 32.04 |
| | Root Removal and CCTV Inspection | | |
| A-16 | 8" - 12" diameter | LF | \$ 5.34 |
| A-17 | 14" - 18" diameter | LF | \$ 7.48 |
| A-18 | 20" - 24" diameter | LF | \$ 9.61 |
| A-19 | 27" - 42" diameter | LF | \$ 16.02 |
| A-20 | 48" - 72" diameter | LF | \$ 40.58 |
| | Tuberculation Cleaning and CCTV Inspection | | |
| A-21 | 8" - 12" diameter | LF | \$ 21.36 |
| A-22 | 14" - 18" diameter | LF | \$ 26.70 |
| A-23 | 20" - 24" diameter | LF | \$ 32.40 |

| | | | |
|---|---|----|-------------|
| A-24 | 27" - 42" diameter | LF | \$ 39.52 |
| A-25 | 48" - 72" diameter | LF | \$ 69.42 |
| Cured-In-Place-Pipe Liner - Furnish and Installation - Stormwater Drainage/WW Infrastructure | | | |
| 8" diameter CIPP Liner | | | |
| A-26 | 6.0 mm normal thickness (.236) | LF | \$ 28.50 |
| A-27 | 7.5 mm normal thickness (.295) | LF | \$ 30.53 |
| A-28 | 9.0 mm normal thickness (.354) | LF | \$ 32.34 |
| A-29 | Sectional Liner, 8' long | EA | \$ 3,150.60 |
| 12" diameter CIPP Liner | | | |
| A-30 | 6.0 mm normal thickness (.236) | LF | \$ 34.57 |
| A-31 | 7.5 mm normal thickness (.295) | LF | \$ 37.00 |
| A-32 | 9.0 mm normal thickness (.354) | LF | \$ 39.59 |
| A-33 | Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm | LF | \$ 2.48 |
| A-34 | Sectional Liner, 8' long | EA | \$ 3,924.90 |
| 15" diameter CIPP Liner | | | |
| A-35 | 6.0 mm normal thickness (.236) | LF | \$ 41.42 |
| A-36 | 7.5 mm normal thickness (.295) | LF | \$ 44.01 |
| A-37 | 9.0 mm normal thickness (.354) | LF | \$ 47.07 |
| A-38 | Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm | LF | \$ 2.74 |
| A-39 | Sectional Liner, 8' long | EA | \$ 4,619.10 |
| 18" diameter CIPP Liner | | | |
| A-40 | 6.0 mm normal thickness (.236) | LF | \$ 48.49 |
| A-41 | 7.5 mm normal thickness (.295) | LF | \$ 51.89 |
| A-42 | 9.0 mm normal thickness (.354) | LF | \$ 55.41 |
| A-43 | 10.5 mm normal thickness (.413) | LF | \$ 58.58 |
| A-44 | Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm | LF | \$ 3.46 |
| A-45 | Sectional Liner, 8' long | EA | \$ 5,286.60 |
| 21" diameter CIPP Liner | | | |
| A-46 | 6.0 mm normal thickness (.236) | LF | \$ 56.06 |
| A-47 | 7.5 mm normal thickness (.295) | LF | \$ 60.26 |
| A-48 | 9.0 mm normal thickness (.354) | LF | \$ 64.27 |
| A-49 | 10.5 mm normal thickness (.413) | LF | \$ 69.55 |
| A-50 | 12.0 mm normal thickness (.472) | LF | \$ 72.40 |
| A-51 | Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm | LF | \$ 4.70 |
| A-52 | Sectional Liner, 8' long | EA | \$ 5,553.60 |

| | | | |
|------|---|----|-------------|
| | 24" diameter CIPP Liner | | |
| A-53 | 9.0 mm normal thickness (.354) | LF | \$ 71.36 |
| A-54 | 10.5 mm normal thickness (.413) | LF | \$ 76.52 |
| A-55 | 12.0 mm normal thickness (.472) | LF | \$ 81.00 |
| A-56 | 13.5 mm normal thickness (.531) | LF | \$ 85.77 |
| A-57 | 15.0 mm normal thickness (.591) | LF | \$ 90.71 |
| A-58 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 4.74 |
| A-59 | Sectional Liner, 8' long | EA | \$ 5,980.80 |
| | | | |
| | 27" diameter CIPP Liner | | |
| A-60 | 9.0 mm normal thickness (.354) | LF | \$ 76.39 |
| A-61 | 10.5 mm normal thickness (.413) | LF | \$ 82.44 |
| A-62 | 12.0 mm normal thickness (.472) | LF | \$ 87.74 |
| A-63 | 13.5 mm normal thickness (.531) | LF | \$ 93.64 |
| A-64 | 15.0 mm normal thickness (.591) | LF | \$ 99.42 |
| A-65 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 5.68 |
| A-66 | Sectional Liner, 8' long | EA | \$ 6,408.00 |
| | | | |
| | 30" diameter CIPP Liner | | |
| A-67 | 9.0 mm normal thickness (.354) | LF | \$ 85.27 |
| A-68 | 10.5 mm normal thickness (.413) | LF | \$ 91.20 |
| A-69 | 12.0 mm normal thickness (.472) | LF | \$ 96.59 |
| A-70 | 13.5 mm normal thickness (.531) | LF | \$ 102.62 |
| A-71 | 15.0 mm normal thickness (.591) | LF | \$ 108.07 |
| A-72 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 5.79 |
| A-73 | Sectional Liner, 8' long | EA | \$ 7,262.40 |
| | | | |
| | 36" diameter CIPP Liner | | |
| A-74 | 10.5 mm normal thickness (.413) | LF | \$ 120.50 |
| A-75 | 12.0 mm normal thickness (.472) | LF | \$ 127.98 |
| A-76 | 13.5 mm normal thickness (.531) | LF | \$ 135.99 |
| A-77 | 15.0 mm normal thickness (.591) | LF | \$ 143.44 |
| A-78 | 16.5 mm normal thickness (.650) | LF | \$ 149.79 |
| A-79 | 18.0 mm normal thickness (.709) | LF | \$ 157.90 |
| A-80 | Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm | LF | \$ 9.04 |
| A-81 | Sectional Liner, 8' long | EA | \$ 9,024.60 |
| | | | |
| | 42" diameter CIPP Liner | | |
| A-82 | 10.5 mm normal thickness (.413) | LF | \$ 142.80 |
| A-83 | 12.0 mm normal thickness (.472) | LF | \$ 151.44 |

| | | | |
|-------|---|----|--------------|
| A-84 | 13.5 mm normal thickness (.531) | LF | \$ 159.76 |
| A-85 | 15.0 mm normal thickness (.591) | LF | \$ 168.09 |
| A-86 | 16.5 mm normal thickness (.650) | LF | \$ 176.43 |
| A-87 | 18.0 mm normal thickness (.709) | LF | \$ 183.39 |
| A-88 | Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm | LF | \$ 9.95 |
| A-89 | Sectional Liner, 8' long | EA | \$ 9,612.00 |
| | 48" diameter CIPP Liner | | |
| A-90 | 12.0 mm normal thickness (.472) | LF | \$ 170.76 |
| A-91 | 13.5 mm normal thickness (.531) | LF | \$ 180.30 |
| A-92 | 15.0 mm normal thickness (.591) | LF | \$ 189.76 |
| A-93 | 16.5 mm normal thickness (.650) | LF | \$ 199.30 |
| A-94 | 18.0 mm normal thickness (.709) | LF | \$ 207.44 |
| A-95 | 19.5 mm normal thickness (.768) | LF | \$ 220.50 |
| A-96 | 21.0 mm normal thickness (.827) | LF | \$ 228.48 |
| A-97 | Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm | LF | \$ 11.91 |
| A-98 | Sectional Liner, 8' long | EA | \$ 16,388.46 |
| | 52" diameter CIPP Liner | | |
| A-99 | 10.5 mm normal thickness (.413) | LF | \$ 188.22 |
| A-100 | 12.0 mm normal thickness (.472) | LF | \$ 198.15 |
| A-101 | 13.5 mm normal thickness (.531) | LF | \$ 208.57 |
| A-102 | 15.0 mm normal thickness (.591) | LF | \$ 219.00 |
| A-103 | 16.5 mm normal thickness (.650) | LF | \$ 227.73 |
| A-104 | 18.0 mm normal thickness (.709) | LF | \$ 240.34 |
| A-105 | 19.5 mm normal thickness (.768) | LF | \$ 250.68 |
| A-106 | 21.0 mm normal thickness (.827) | LF | \$ 260.52 |
| A-107 | 22.5 mm normal thickness (.886) | LF | \$ 270.91 |
| A-108 | Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm | LF | \$ 14.69 |
| A-109 | Sectional Liner, 8' long | EA | \$ 18,023.57 |
| | 54" diameter CIPP Liner | | |
| A-110 | 10.5 mm normal thickness (.413) | LF | \$ 205.69 |
| A-111 | 12.0 mm normal thickness (.472) | LF | \$ 215.99 |
| A-112 | 13.5 mm normal thickness (.531) | LF | \$ 227.38 |
| A-113 | 15.0 mm normal thickness (.591) | LF | \$ 238.71 |
| A-114 | 16.5 mm normal thickness (.650) | LF | \$ 248.03 |
| A-115 | 18.0 mm normal thickness (.709) | LF | \$ 260.20 |
| A-116 | 19.5 mm normal thickness (.768) | LF | \$ 272.88 |
| A-117 | 21.0 mm normal thickness (.827) | LF | \$ 285.43 |
| A-118 | 22.5 mm normal thickness (.886) | LF | \$ 297.96 |

| | | | |
|-------|---|----|--------------|
| A-119 | Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm | LF | \$ 17.87 |
| A-120 | Sectional Liner, 8' long | EA | \$ 18,426.20 |
| | 60" diameter CIPP Liner | | |
| A-121 | 10.5 mm normal thickness (.413) | LF | \$ 247.04 |
| A-122 | 12.0 mm normal thickness (.472) | LF | \$ 258.62 |
| A-123 | 13.5 mm normal thickness (.531) | LF | \$ 271.58 |
| A-124 | 15.0 mm normal thickness (.591) | LF | \$ 284.33 |
| A-125 | 16.5 mm normal thickness (.650) | LF | \$ 295.17 |
| A-126 | 18.0 mm normal thickness (.709) | LF | \$ 308.95 |
| A-127 | 19.5 mm normal thickness (.768) | LF | \$ 323.27 |
| A-128 | 21.0 mm normal thickness (.827) | LF | \$ 337.46 |
| A-129 | 22.5 mm normal thickness (.886) | LF | \$ 351.72 |
| A-130 | Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm | LF | \$ 19.61 |
| A-131 | Sectional Liner, 8' long | EA | \$ 19,384.20 |
| | 72" diameter CIPP Liner | | |
| A-132 | 10.5 mm normal thickness (.413) | LF | \$ 297.18 |
| A-133 | 12.0 mm normal thickness (.472) | LF | \$ 307.86 |
| A-134 | 13.5 mm normal thickness (.531) | LF | \$ 323.14 |
| A-135 | 15.0 mm normal thickness (.591) | LF | \$ 338.13 |
| A-136 | 16.5 mm normal thickness (.650) | LF | \$ 353.85 |
| A-137 | 18.0 mm normal thickness (.709) | LF | \$ 370.45 |
| A-138 | 19.5 mm normal thickness (.768) | LF | \$ 387.56 |
| A-139 | 21.0 mm normal thickness (.827) | LF | \$ 404.71 |
| A-140 | 22.5 mm normal thickness (.886) | LF | \$ 418.30 |
| A-141 | Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm | LF | \$ 23.24 |
| A-142 | Sectional Liner, 8' long | EA | \$ 21,726.32 |
| | (12" X 18") Elliptical CIPP Liner | | |
| A-143 | 9.0 mm normal thickness (.354) | LF | \$ 41.42 |
| A-144 | 10.5 mm normal thickness (.413) | LF | \$ 44.01 |
| A-145 | 12.0 mm normal thickness (.472) | LF | \$ 47.07 |
| A-146 | 13.5 mm normal thickness (.531) | LF | \$ 49.82 |
| A-147 | 15.0 mm normal thickness (.591) | LF | \$ 52.64 |
| A-148 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 2.74 |
| A-149 | Sectional Liner, 8' long | EA | \$ 5,126.40 |
| | (14" X 18") Elliptical CIPP Liner | | |
| A-150 | 9.0 mm normal thickness (.354) | LF | \$ 41.42 |

| | | | |
|-------|---|----|-------------|
| A-151 | 10.5 mm normal thickness (.413) | LF | \$ 44.01 |
| A-152 | 12.0 mm normal thickness (.472) | LF | \$ 47.07 |
| A-153 | 13.5 mm normal thickness (.531) | LF | \$ 47.07 |
| A-154 | 15.0 mm normal thickness (.591) | LF | \$ 49.81 |
| A-155 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 52.64 |
| A-156 | Sectional Liner, 8' long | EA | \$ 5,553.60 |
| | (14" X 23") Elliptical CIPP Liner | | |
| A-157 | 9.0 mm normal thickness (.354) | LF | \$ 48.49 |
| A-158 | 10.5 mm normal thickness (.413) | LF | \$ 51.89 |
| A-159 | 12.0 mm normal thickness (.472) | LF | \$ 55.41 |
| A-160 | 13.5 mm normal thickness (.531) | LF | \$ 58.58 |
| A-161 | 15.0 mm normal thickness (.591) | LF | \$ 62.04 |
| A-162 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 3.46 |
| A-163 | Sectional Liner, 8' long | EA | \$ 5,767.20 |
| | (19" X 30") Elliptical CIPP Liner | | |
| A-164 | 9.0 mm normal thickness (.354) | LF | \$ 71.36 |
| A-165 | 10.5 mm normal thickness (.413) | LF | \$ 76.52 |
| A-166 | 12.0 mm normal thickness (.472) | LF | \$ 81.00 |
| A-167 | 13.5 mm normal thickness (.531) | LF | \$ 85.77 |
| A-168 | 15.0 mm normal thickness (.591) | LF | \$ 90.71 |
| A-169 | Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm | LF | \$ 4.74 |
| A-170 | Sectional Liner, 8' long | EA | \$ 6,194.40 |
| | (24" X 38") Elliptical CIPP Liner | | |
| A-171 | 10.5 mm normal thickness (.413) | LF | \$ 85.27 |
| A-172 | 12.0 mm normal thickness (.472) | LF | \$ 91.20 |
| A-173 | 13.5 mm normal thickness (.531) | LF | \$ 96.59 |
| A-174 | 15.0 mm normal thickness (.591) | LF | \$ 102.62 |
| A-175 | 16.5 mm normal thickness (.650) | LF | \$ 108.07 |
| A-176 | 18.0 mm normal thickness (.709) | LF | \$ 114.18 |
| A-177 | Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm | LF | \$ 5.79 |
| A-178 | Sectional Liner, 8' long | EA | \$ 7,476.00 |
| | (29" X 45") Elliptical CIPP Liner | | |
| A-179 | 12.0 mm normal thickness (.472) | LF | \$ 127.98 |
| A-180 | 13.5 mm normal thickness (.531) | LF | \$ 135.99 |
| A-181 | 15.0 mm normal thickness (.591) | LF | \$ 143.44 |
| A-182 | 16.5 mm normal thickness (.650) | LF | \$ 160.47 |

| | | | |
|--|---|----|--------------|
| A-183 | 18 .0 mm normal thickness (.709) | LF | \$ 168.58 |
| A-184 | 19.5 mm normal thickness (.768) | LF | \$ 175.52 |
| A-185 | 21 .0 mm normal thickness (.827) | LF | \$ 182.75 |
| A-186 | Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm | LF | \$ 9.04 |
| A-187 | Sectional Liner, 8' long | EA | \$ 9,505.20 |
| (38" X 60") Elliptical CIPP Liner | | | |
| A-188 | 12.0 mm normal thickness (.472) | LF | \$ 170.76 |
| A-189 | 13.5 mm normal thickness (.531) | LF | \$ 180.30 |
| A-190 | 15.0 mm normal thickness (.591) | LF | \$ 189.76 |
| A-191 | 16.5 mm normal thickness (.650) | LF | \$ 199.30 |
| A-192 | 18 .0 mm normal thickness (.709) | LF | \$ 207.44 |
| A-193 | 19.5 mm normal thickness (.768) | LF | \$ 220.50 |
| A-194 | 21 .0 mm normal thickness (.827) | LF | \$ 228.48 |
| A-195 | Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm | LF | \$ 19.38 |
| A-196 | Sectional Liner, 8' long | EA | \$ 18,427.14 |
| (58" X 91") Elliptical CIPP Liner | | | |
| A-197 | 12.0 mm normal thickness (.472) | LF | \$ 338.42 |
| A-198 | 13.5 mm normal thickness (.531) | LF | \$ 357.36 |
| A-199 | 15.0 mm normal thickness (.591) | LF | \$ 370.60 |
| A-200 | 16.5 mm normal thickness (.650) | LF | \$ 402.42 |
| A-201 | 18 .0 mm normal thickness (.709) | LF | \$ 420.92 |
| A-202 | 19.5 mm normal thickness (.768) | LF | \$ 440.26 |
| A-203 | 21 .0 mm normal thickness (.827) | LF | \$ 464.73 |
| A-204 | Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm | LF | \$ 38.89 |
| A-205 | Sectional Liner, 8' long | EA | \$ 25,594.62 |

B. SLIPLINING (Stormwater and Wastewater (WW) Drainage Pipes/Mains)

| | | | |
|---|---|----|--------|
| Sliplining -- Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection | | | |
| | Sliplining Light Cleaning and CCTV Inspection | | |
| B-1 | 8" - 12" diameter | LF | No Bid |
| B-2 | 14" - 18" diameter | LF | No Bid |
| B-3 | 20" - 24" diameter | LF | No Bid |
| B-4 | 27" - 42" diameter | LF | No Bid |
| B-5 | 48" - 72" diameter | LF | No Bid |
| | Sliplining Medium Cleaning and CCTV Inspection | | |
| B-6 | 8" - 12" diameter | LF | No Bid |

| | | | |
|------|----|--------|--------------------------------------|
| | | | |
| | | | 15" diameter Sliplining |
| | | | |
| B-34 | LF | No Bid | Polyvinyl chloride (PVC/fusible PVC) |
| B-33 | LF | No Bid | High Density Polyethylene (DR rated) |
| B-32 | LF | No Bid | Polyethylene |
| | | | 12" diameter Sliplining |
| | | | |
| B-31 | LF | No Bid | Polyvinyl chloride (PVC/fusible PVC) |
| B-30 | LF | No Bid | High Density Polyethylene (DR rated) |
| B-29 | LF | No Bid | Polyethylene |
| | | | 10" diameter Sliplining |
| | | | |
| B-28 | LF | No Bid | Polyvinyl chloride (PVC/fusible PVC) |
| B-27 | LF | No Bid | High Density Polyethylene (DR rated) |
| B-26 | LF | No Bid | Polyethylene |
| | | | 8" diameter Sliplining |

Sliplining Rehabilitation - Furnish & Installation - Stormwater Drainage Culverts

| | | | |
|------|----|--------|---|
| B-25 | LF | No Bid | 48" - 72" diameter |
| B-24 | LF | No Bid | 27" - 42" diameter |
| B-23 | LF | No Bid | 20" - 24" diameter |
| B-22 | LF | No Bid | 14" - 18" diameter |
| B-21 | LF | No Bid | 8" - 12" diameter |
| | | | Taberculation Cleaning and CCTV Inspection |
| | | | |
| B-20 | LF | No Bid | 48" - 72" diameter |
| B-19 | LF | No Bid | 27" - 42" diameter |
| B-18 | LF | No Bid | 20" - 24" diameter |
| B-17 | LF | No Bid | 14" - 18" diameter |
| B-16 | LF | No Bid | 8" - 12" diameter |
| | | | Sliplining Root Removal and CCTV Inspection |
| | | | |
| B-15 | LF | No Bid | 48" - 72" diameter |
| B-14 | LF | No Bid | 27" - 42" diameter |
| B-13 | LF | No Bid | 20" - 24" diameter |
| B-12 | LF | No Bid | 14" - 18" diameter |
| B-11 | LF | No Bid | 8" - 12" diameter |
| | | | Sliplining Heavy Cleaning and CCTV Inspection |
| | | | |
| B-10 | LF | No Bid | 48" - 72" diameter |
| B-9 | LF | No Bid | 27" - 42" diameter |
| B-8 | LF | No Bid | 20" - 24" diameter |
| B-7 | LF | No Bid | 14" - 18" diameter |

| | | | |
|------|--------------------------------------|----|--------|
| B-35 | Polyethylene | LF | No Bid |
| B-36 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-37 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 18" diameter Sliplining | | |
| B-38 | Polyethylene | LF | No Bid |
| B-39 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-40 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 21" diameter Sliplining | | |
| B-41 | Polyethylene | LF | No Bid |
| B-42 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-43 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 24" diameter Sliplining | | |
| B-44 | Polyethylene | LF | No Bid |
| B-45 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-46 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 27" diameter Sliplining | | |
| B-47 | Polyethylene | LF | No Bid |
| B-48 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-49 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 30" diameter Sliplining | | |
| B-50 | Polyethylene | LF | No Bid |
| B-51 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-52 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 36" diameter Sliplining | | |
| B-53 | Polyethylene | LF | No Bid |
| B-54 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-55 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 42" diameter Sliplining | | |
| B-56 | Polyethylene | LF | No Bid |
| B-57 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-58 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | 48" diameter Sliplining | | |
| B-59 | Polyethylene | LF | No Bid |
| B-60 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-61 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |

| | | | |
|----------------------------------|---|------|-------------|
| | 52" diameter Sliplining | | |
| B-62 | Polyethylene | LF | No Bid |
| B-63 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-64 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | | | |
| | 54" diameter Sliplining | | |
| B-65 | Polyethylene | LF | No Bid |
| B-66 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-67 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | | | |
| | 60" diameter Sliplining | | |
| B-68 | Polyethylene | LF | No Bid |
| B-69 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-70 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | | | |
| | 72" diameter Sliplining | | |
| B-71 | Polyethylene | LF | No Bid |
| B-72 | High Density Polyethylene (DR rated) | LF | No Bid |
| B-73 | Polyvinyl chloride (PVC/Fusible PVC) | LF | No Bid |
| | | | |
| C. MANHOLE REHABILITATION | | | |
| C-1 | Clean New Sanitary/Storm Sewer Manhole/Wetwell | SF | \$ 6.41 |
| C-2 | Clean Existing Sanitary/Storm Sewer Manhole/Wetwell | SF | \$ 10.87 |
| C-3 | Chemical Grout Injection (Small) | TUBE | \$ 117.48 |
| C-4 | Chemical Grout Injection (Large) | GAL | \$ 469.92 |
| C-5 | Repair Wall w/ High Strength Mortar (Average 2" Depth) | SF | \$ 19.97 |
| C-6 | Coat New Sanitary/Storm Sewer Manhole | SF | \$ 26.73 |
| C-7 | Coat Existing Sanitary/Storm Sewer Manhole | SF | \$ 29.37 |
| C-8 | Coat Existing Wetwell | SF | \$ 29.37 |
| C-9 | Interior Manhole Coating/Lining Repair | SF | \$ 29.96 |
| C-10 | Manhole Test | SF | \$ 16.02 |
| C-11 | Concrete Adjustment Rings (0"-12") | VF | \$ 614.10 |
| C-12 | Concrete Adjustment Rings (Each Additional 6" Over Initial 12") | VF | \$ 283.01 |
| C-13 | Bench Replacement | EA | \$ 694.20 |
| C-14 | Replace Frame & Cover (24"-30") | EA | \$ 2,242.80 |
| C-15 | Replace Frame & Cover (32"-36") | EA | \$ 2,937.00 |
| C-16 | Inside Drop System 4" - 8" | EA | \$ 2,830.20 |
| C-17 | Inside Drop System 10" - 12" | EA | \$ 3,417.60 |
| | | | |
| D. ANCILLARY SERVICES | | | |
| | By-Pass Pumping & Dewatering | | |


| | | | |
|------|--|------|-------------|
| D-1 | 8" diameter | LF | \$ 3.20 |
| D-2 | 10" diameter | LF | \$ 6.41 |
| D-3 | 12" diameter | LF | \$ 8.54 |
| D-4 | 15" diameter | LF | \$ 10.68 |
| D-5 | 18" diameter | LF | \$ 16.02 |
| D-6 | 21" diameter | LF | \$ 19.22 |
| D-7 | 24" diameter | LF | \$ 25.63 |
| D-8 | 27" diameter | LF | \$ 32.04 |
| D-9 | 30" diameter | LF | \$ 37.38 |
| D-10 | 36" diameter | LF | \$ 57.67 |
| | | | |
| D-11 | Service Connection - Grouting | Each | \$ 507.30 |
| | | | |
| | Maintenance of Traffic (MOT) | | |
| D-12 | Traffic Control – MOT Index 601 or 602 (per day) | Day | \$ 267.00 |
| D-13 | Traffic Control – MOT Index 603 or higher (per day) | Day | \$ 801.00 |
| D-14 | Traffic Control – MOT Index 601 or 602 (per week) | Week | \$ 1,335.00 |
| D-15 | Traffic Control – MOT Index 603 or higher (per week) | Week | \$ 1,869.00 |
| | | | |
| D-16 | Variable Message Board | Week | \$ 667.50 |
| | | | |


Section 1


Manholes Recommended for Rehabilitation Map

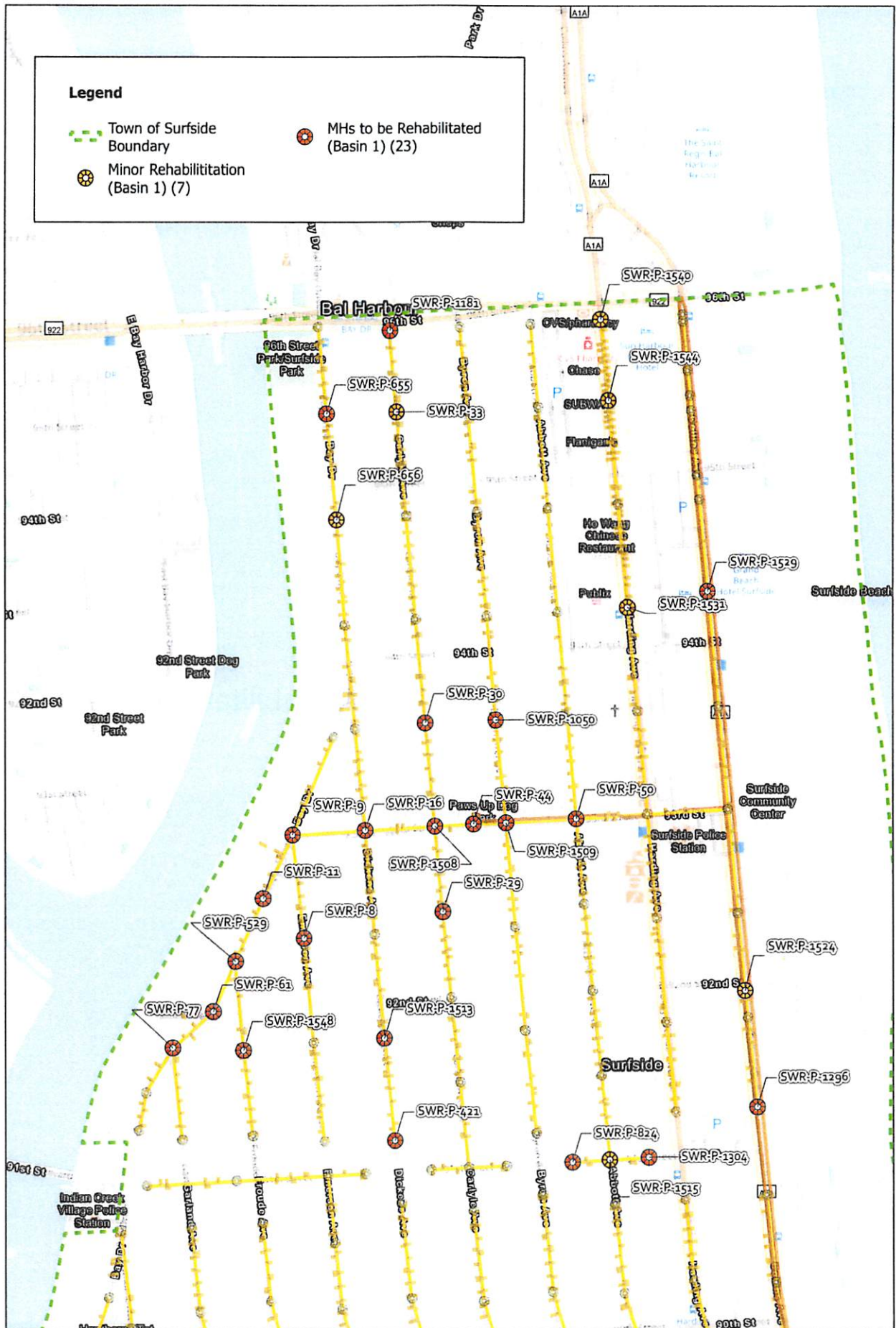
Basin 1

Legend

 Town of Surfside Boundary

 Minor Rehabilitation (Basin 1) (7)

 MHs to be Rehabilitated (Basin 1) (23)



Section 1

Manholes Recommended for Rehabilitation Map

Basin 2



Legend

- - - Town of Surfside Boundary
- Minor Rehabilitation (Basin 2) (8)
- ⊗ MHs to be Rehabilitated (Basin 2) (26)

Section 2

Manholes Recommended for Rehabilitation

Summary Table

Basin 1

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

| ASSET ID | RAIN DISH (YES/NO) | COVER CONDITION | EVIDENCE I/I | ROOT INTRUSION | STRUCTURAL CRACKS DEFECTS | PIPE SEALS | MH BASE CONDITION | OBSTRUCTIONS FLOWCHANNEL | COMMENTS/RECOMMENDATIONS | PICTURE LINK |
|------------|--------------------|-----------------|--------------|----------------|---------------------------|------------|-------------------|--------------------------|--|----------------------|
| SWR-P-8 | Yes | Sound | Minor | None | Moderate | Minor Gaps | Moderate | None | See cracks around MH chimney. Requires cleaning and rehab, check I/I. | Link |
| SWR-P-9 | Yes | Sound | Moderate | None | Major | Minor Gaps | Poor | None | See cracks around MH walls, poor MH base condition, possible I/I presence. | Link |
| SWR-P-11 | Yes | Sound | Major | None | Moderate | Tight | Poor | None | Presence of I/I. Cracks around MH walls. Requires cleaning and rehab. | Link |
| SWR-P-16 | Yes | Sound | Minor | None | Moderate | Minor Gaps | Moderate | None | Presence of I/I reaches to above top of pipe. Requires cleaning and rehab. | Link |
| SWR-P-29 | Yes | Sound | None | None | Minor | Minor Gaps | Moderate | None | See cracks around MH chimney. Requires cleaning and rehab. | Link |
| SWR-P-30 | Yes | Sound | None | None | None | Tight | Poor | None | See MH Base poor condition. Requires cleaning and rehab. | Link |
| SWR-P-44 | No | Corroded | Moderate | None | Minor | Tight | Good | None | Exposed brick on manhole wall, grease accumulation, manhole wall seems to be eroding. See cracks around MH chimney. Clean surcharge and rehab I/I. | Link |
| SWR-P-50 | Yes | Sound | Moderate | None | None | Tight | Moderate | None | Evidence of I/I reaches to above top of pipe. Clean surcharge and rehab I/I. | Link |
| SWR-P-61 | Yes | Sound | Moderate | None | Major | Minor Gaps | Poor | None | Structural crack defects, presence of I/I, flowchannel obstruction due to structural defects. | Link |
| SWR-P-77 | Yes | Sound | Moderate | None | Moderate | Tight | Moderate | None | Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab. Possible I/I from bench area. | Link |
| SWR-P-421 | Yes | Sound | None | None | Minor | Tight | Moderate | Structural Defect | See cracks around MH chimney. Some structural pieces due to cracking in invert causing obstruction. Requires cleaning and rehab. | Link |
| SWR-P-529 | Yes | Corroded | Major | None | Major | Minor Gaps | Poor | Structural Defect | Structural crack defects, presence of I/I, flowchannel obstruction due to structural defects. | Link |
| SWR-P-655 | Yes | Sound | Minor | None | Moderate | Tight | Poor | Structural Defect | See invert deformation. | Link |
| SWR-P-824 | Yes | Sound | None | None | Minor | Tight | Good | None | See cracks around MH chimney. Requires cleaning and rehab. | Link |
| SWR-P-1050 | Yes | Sound | Moderate | None | None | Tight | Moderate | None | Evidence of I/I can be seen at edges of MH. Requires cleaning and rehab. | Link |

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

| ASSET ID | RAIN DISH (YES/NO) | COVER CONDITION | EVIDENCE I/I | ROOT INTRUSION | STRUCTURAL CRACKS DEFECTS | PIPE SEALS | MH BASE CONDITION | OBSTRUCTIONS FLOWCHANNEL | COMMENTS/RECOMMENDATIONS | PICTURE LINK |
|------------|--------------------|-----------------------|--------------|----------------|---------------------------|------------|-------------------|--------------------------|--|----------------------|
| SWR-P-1181 | Yes | Sound | None | Minor | Moderate | Tight | Good | None | Root intrusion, manhole walls are deteriorated. | Link |
| SWR-P-1296 | Yes | Sound | Major | None | Major | Minor Gaps | Poor | Structural Defect | See multiple cracks/holes MH base. | Link |
| SWR-P-1304 | Yes | Sound | None | None | Minor | Tight | Moderate | None | See cracks around MH chimney. Requires cleaning and rehab. | Link |
| SWR-P-1508 | No | Sound | Minor | None | Minor | Tight | Moderate | None | Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab. | Link |
| SWR-P-1509 | Yes | Sound | Moderate | None | None | Tight | Moderate | None | Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab. | Link |
| SWR-P-1513 | Yes | Sound | None | None | Moderate | Tight | Moderate | None | See cracks around MH chimney. Requires cleaning and rehab. | Link |
| SWR-P-1529 | Yes | Sound | Moderate | None | None | Tight | Good | None | See possible I/I presence. Requires cleaning and rehab. | Link |
| SWR-P-1548 | Yes | Sound | None | None | None | Tight | Moderate | None | Review possible brick exposure on invert. Requires cleaning and rehab, asphalt cracking around rim. | Link |
| SWR-P-33 | Yes | Corroded ² | None | None | None | Tight | Good | None | See cover condition | Link |
| SWR-P-1515 | Yes | Corroded ² | None | None | None | Tight | Good | None | See cover condition | Link |
| SWR-P-1531 | Yes | Corroded ² | None | None | None | Tight | Moderate | None | See cover condition | Link |
| SWR-P-1540 | Yes | Corroded ² | None | None | None | Tight | Good | None | See cover condition | Link |
| SWR-P-1544 | Yes | Corroded ² | None | None | None | Tight | Moderate | None | See cover condition | Link |
| SWR-P-656 | No ¹ | Sound | Minor | None | None | Tight | Poor | None | Large amounts of grease accumulated, causing obstruction. Only needs cleaning. Missing Raindish. | Link |
| SWR-P-1524 | No ¹ | Sound | None | None | None | Tight | Good | None | Existing sewer manhole covered by asphalt. Contractor is to excavate manhole & adjust grade. Missing Raindish. | Link |

¹Manhole in good conditions, although is missing the raindish
²Manhole in good conditions, although with a defective cover

Section 2

Manholes Recommended for Rehabilitation

Summary Table

Basin 2

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

| ASSET ID | RAIN DISH (YES/NO) | COVER CONDITION | EVIDENCE I/I | ROOT INTRUSION | STRUCTURAL CRACKS DEFECTS | PIPE SEALS | MH BASE CONDITION | OBSTRUCTIONS FLOWCHANNEL | COMMENTS/RECOMMENDATIONS | PICTURE LINK |
|----------|--------------------|-----------------|--------------|----------------|---------------------------|------------|-------------------|--------------------------|--|----------------------|
| SWR-P-1 | Yes | Sound | None | None | Moderate | Tight | Moderate | None | Requires cleaning and rehab. Bricks Exposed. | Link |
| SWR-P-5 | Yes | Sound | Moderate | None | None | Tight | Poor | Structural Defect | See MH Base for possible I/I. Possible Structural Defect in Outlet. | Link |
| SWR-P-6 | Yes | Sound | None | None | Minor | Tight | Good | None | See cracks around MH chimney. Requires cleaning and rehab. | Link |
| SWR-P-18 | Yes | Sound | None | None | Minor | Tight | Good | None | See cracks around MH chimney. Requires cleaning and rehab. | Link |
| SWR-P-36 | Yes | Sound | None | None | Minor | Tight | Good | None | Requires cleaning and rehab. | Link |
| SWR-P-55 | Yes | Sound | None | None | None | Tight | Poor | Structural Defect | <Null> | Link |
| SWR-P-56 | Yes | Sound | None | None | Moderate | Tight | Moderate | None | Structure is cracked, brick exposed. Clean surcharge and rehab I/I. | Link |
| SWR-P-62 | Yes | Sound | Major | None | Major | Tight | Poor | None | Check Infiltration in picture | Link |
| SWR-P-63 | Yes | Sound | Major | None | Major | Major Gaps | Poor | None | See major base structural defects, possible presence of I/I (white spots), very poor conditions. | Link |
| SWR-P-64 | Yes | Sound | None | None | Moderate | Major Gaps | Poor | Structural Defect | <Null> | Link |
| SWR-P-67 | Yes | Sound | Moderate | None | None | Tight | Poor | None | Requires cleaning and rehab. Possible I/I . | Link |
| SWR-P-68 | Yes | Sound | Moderate | None | None | Tight | Good | None | Requires cleaning and rehab. Possible I/I . | Link |
| SWR-P-69 | Yes | Sound | None | None | None | Tight | Good | None | Requires cleaning and rehab. Manhole step is corroded, requires attention. | Link |
| SWR-P-70 | Yes | Sound | None | None | None | Tight | Good | None | Requires cleaning and rehab. Manhole step is corroded, requires attention. | Link |
| SWR-P-71 | Yes | Sound | Moderate | None | Minor | Tight | Moderate | None | See white spots on walls, possible I/I. See MH Base shape, not symmetrical. TBD | Link |

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

| ASSET ID | RAIN DISH (YES/NO) | COVER CONDITION | EVIDENCE I/I | ROOT INTRUSION | STRUCTURAL CRACKS DEFECTS | PIPE SEALS | MH BASE CONDITION | OBSTRUCTIONS FLOWCHANNEL | COMMENTS/RECOMMENDATIONS | PICTURE LINK |
|------------|--------------------|-----------------------|--------------|----------------|---------------------------|------------|-------------------|--------------------------|--|----------------------|
| SWR-P-84 | Yes | Sound | None | None | None | Tight | Moderate | None | See MH Base. Possible cracks. TBD. Requires rehab, check for I/I on bench area. Step needs to be removed for safety. | Link |
| SWR-P-90 | Yes | Sound | None | None | None | Tight | Good | None | Requires cleaning and rehab. | Link |
| SWR-P-117 | Yes | Sound | None | None | None | Minor Gaps | Good | None | See small crack on Inlet A Pipe Seal. Requires cleaning and rehab. Possible I/I from bench area. | Link |
| SWR-P-124 | Yes | Sound | Minor | None | None | Tight | Good | None | White spots on walls might be resulting of I/I, TBD. Requires cleaning and rehab. | Link |
| SWR-P-369 | Yes | Sound | None | None | Minor | Tight | Good | None | See MH Chimney cracks. Requires cleaning and rehab. | Link |
| SWR-P-378 | Yes | Sound | Minor | None | None | Tight | Moderate | None | Review for possible presence of I/I. Requires cleaning and rehab. | Link |
| SWR-P-478 | Yes | Sound | None | None | Minor | Tight | Good | None | Requires cleaning and rehab. | Link |
| SWR-P-708 | Yes | Sound | Moderate | None | None | Tight | Good | None | Requires cleaning and rehab for I/I | Link |
| SWR-P-712 | Yes | Sound | Minor | None | Minor | Tight | Moderate | None | Requires cleaning and rehab for I/I | Link |
| SWR-P-1216 | Yes | Sound | Minor | None | Minor | Tight | Moderate | None | Manhole wall slightly worn down, exposing brick. Requires cleaning and rehab. | Link |
| SWR-P-1295 | Yes | Sound | Moderate | None | Moderate | Tight | Good | None | See cracks around MH chimney. Requires cleaning and rehab. | Link |
| SWR-P-1518 | Yes | Corroded ² | None | None | None | Tight | Good | None | See cover condition | Link |
| SWR-P-1196 | Yes | Cracked ² | None | None | None | Tight | Good | None | See cover condition | Link |
| SWR-P-57 | No ¹ | Sound | None | None | None | Tight | Good | None | Missing Raindish | Link |
| SWR-P-73 | No ¹ | Sound | None | None | None | Tight | Good | None | Missing Raindish | Link |

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

| ASSET ID | RAIN DISH (YES/NO) | COVER CONDITION | EVIDENCE I/I | ROOT INTRUSION | STRUCTURAL CRACKS DEFECTS | PIPE SEALS | MH BASE CONDITION | OBSTRUCTIONS FLOWCHANNEL | COMMENTS/RECOMMENDATIONS | PICTURE LINK |
|------------|--------------------|-----------------|--------------|----------------|---------------------------|------------|-------------------|--------------------------|--------------------------|----------------------|
| SWR-P-75 | No ¹ | Sound | None | None | None | Tight | Moderate | None | Missing Raindish | Link |
| SWR-P-76 | No ¹ | Sound | None | None | None | Tight | Moderate | None | Missing Raindish | Link |
| SWR-P-1512 | No ¹ | Sound | None | None | None | Tight | Good | None | Missing Raindish | Link |
| SWR-P-1543 | No ¹ | Sound | None | None | None | Tight | Good | None | Missing Raindish | Link |

¹Manhole in good conditions, although is missing the raindish
²Manhole in good conditions, although with a defective cover