

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES,
AND ATLANTIC PIPE SERVICES, LLC.
FOR**

SANITARY SEWER LINE & MANHOLE REHABILITATION SERVICES

THIS CONTRACT is made and entered into with an effective date of November 1, 2024, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601, and ATLANTIC PIPE SERVICES, LLC, a Florida limited liability company ("CONTRACTOR"), with its principal place of business at 1420 Martin Luther King Jr. Blvd., Sanford, FL 32771, individually referred to as "Party" or collectively as "Parties."

WHEREAS, GRU requires Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, GRU issued a Solicitation on August 8, 2024 for Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, CONTRACTOR submitted a Response dated August 30, 2024 to provide Sanitary Sewer Line & Manhole Rehabilitation Services; and

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

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

1. The CONTRACTOR shall provide Sanitary Sewer Line & Manhole Rehabilitation Services as detailed in the Technical Specifications (ATTACHMENT 2) in accordance with the General Terms and Conditions, and Supplemental Conditions.
2. GRU shall pay the CONTRACTOR for the faithful performance of this Contract according to the unit pricing set forth in schedule attached hereto (ATTACHMENT 1) on individual line items on an as needed basis. Adjustments to price may be requested by the CONTRACTOR at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. CONTRACTOR shall provide documentation for any such price increase and the price increase percentage shall not exceed the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.
3. The term of this Contract shall commence upon execution and terminate on October 1, 2027. This Contract may be extended for two (2) 1-year extensions, upon mutual agreement of the Parties. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

[Signatures on following page]

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

ATLANTIC PIPE SERVICES, LLC

CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES

BY: *Allan Cagle*
Allan Cagle (Nov 1, 2024 09:53 EDT)
Allan Cagle
President

Date: 11/01/2024

BY: *Thomas Brown*
Thomas Brown (Oct 24, 2024 08:52 EDT)
Thomas Brown
Chief Operating Officer

Date: 10/24/2024

By: *Debbie Daugherty*
Debbie Daugherty (Oct 22, 2024 12:11 EDT)
Debbie Daugherty
Water Wastewater Officer

Date: 10/22/2024

Approved as to Form and Legality:

David C. Schwartz
David C. Schwartz (Oct 22, 2024 09:08 EDT)
David Schwartz
Assistant City Attorney

Date: 10/22/2024

Procurement Representative:
Prepared By: Annie Velez
Procurement Specialist III

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties ["GRU" and "Contractor"]. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

1.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

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

1.3. CHANGE ORDERS

a) GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

b) Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

1.4. NOTICES

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

1.5. PAYMENT

a) Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

b) Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project

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

c) Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

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

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

1.6. COMPLIANCE WITH LAWS AND REGULATIONS

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

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

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

1.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

1.9. ANTI HUMAN TRAFFICKING

On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide GRU with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

1.10. SOVEREIGN IMMUNITY

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

1.11. SEVERABILITY

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

1.12. ASSIGNMENT

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

1.13. AUDIT OF RECORDS

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

1.14. NONEXCLUSIVE REMEDIES

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

1.15. ADVERTISING

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

1.16. MODIFICATION OF TERMS

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

1.17. WAIVER

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

1.18. DISCLOSURE AND CONFIDENTIALITY

a) Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General

exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

i. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

1. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.
2. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

ii. Request for Trade Secret or Otherwise Confidential and Exempt Information.

1. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
2. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.
3. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
4. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b) "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

1.19. PUBLIC RECORDS

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

- i. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.
- ii. Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.

iv. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

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

1.20. SALES TAX

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

1.21. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

1.22. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

1.23. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

1.24. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

1.25. ATTACHMENTS

All exhibits attached to this contract are incorporated into and made part of this contract by reference.

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

1.26. CONDUCT OF THE WORK

Contractor shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor shall not represent to others that, as the Contractor, it has the authority to bind GRU to any third-party agreement.

1.27. CONTRACTOR RESPONSIBILITIES

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

1.28. COOPERATION/ COORDINATION

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

1.29. INDEMNIFICATION

- a) Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including

attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.

b) Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

c) Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.

d) The provisions of this section shall survive the termination or expiration of this Contract.

1.30. DAMAGE TO WORK

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

1.31. DISPUTES

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

1.32. DELAY

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

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

1.33. DEFAULT

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to

any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

1.34. TERMINATION

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

b) Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

- i. refusing, failing or being unable to properly manage or perform;
- ii. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- iii. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- iv. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- v. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- vi. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

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

1.35. FORCE MAJEURE

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

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

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

1.36. LIMITATION OF GRU'S LIABILITY

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

1.37. WORK HOURS

GRU normal business hours are 8:00 AM EST to 5:30 PM EST. Contractor(s) may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

1.38. PERFORMANCE TIME

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

1.39. LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the amount of \$500 per calendar day for each day after the agreed upon completion date or the last day of September for year scope was provided

1.40. COMPLETION OF WORK

1. Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

2. Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

1.41. DELIVERY

Once a written PO is emailed to the successful Bidder, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days. Holiday and weekend deliveries may be needed as product use or circumstances require. If the successful Bidder cannot meet the delivery requirements for any of the product or services specified herein, GRU reserves the right to procure the product or services from the next lowest responsive, responsible bidder, or to solicit new pricing. The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, successful Bidder's responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid PO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid PO number. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

1.42. INSURANCE

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

1.43. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage

- Worker's Compensation:
 - State (Florida): Statutory
 - Applicable Federal: Statutory
 - Employer's Liability:
 - \$500,000 per Accident
 - \$500,000 Disease, Policy Limit
 - \$500,000 Disease, Each Employee
- Excess Liability: \$1,000,000

1.44. WARRANTY/GUARANTEE

1. Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.

2. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.

3. All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the successful Bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by GRU to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and/or furnished and installed by the successful Bidder is warranted and guaranteed by the successful Bidder to meet the required standards specified herein and to accomplish the purposes and functions of the project. GRU shall, following discovery of faulty materials or workmanship, promptly give written notice to the successful Bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder(s) shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on GRU as to any claims or actions for breach of guaranty or breach of warranty that GRU might have against parties other than the successful Bidder, and do not constitute exclusive remedies of GRU against the successful Bidder.

1.45. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

a. Confinement to Work Area/Parking. Contractor's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees shall park personal vehicles and equipment in areas designated by GRU.

b. Sanitation. If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply

with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

c. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.

d. The Contractor shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency

e. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.

f. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.

g. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

1.46. WARRANTY OF TITLE

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

1.47. NERC CIP COMPLIANCE REQUIREMENTS

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

1.48. CONTRACTOR'S RESPONSIBILITIES

1. Contractor will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.

2. Contractor shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor's preferred, third-party vendors (e.g., Hire Right, A-Check Global).

3. Contractor shall require all of the Employees to self-report in writing to Contractor within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

1.49. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- d. GRU Supplemental Conditions
- e. GRU General Conditions
- f. GRU Instructions
- g. Contractor Response

ATTACHMENT 1

Item No.	DESCRIPTION	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Amount
Mobilization					
A-1	Inspection and Cleaning Mobilization (1 per Project Area)	EA	\$500.00	5	\$2,500.00
A-2	CIPP Rehabilitation Mobilization (1 per Project Area)	EA	\$3,541.00	5	\$17,705.00
A-3	Lateral Service and Cleanout Mobilization (1 per Project Area)	EA	\$0.00	5	\$0.00
A-4	MH Rehabilitation Mobilization (1 per Project Area)	EA		5	
A-5	Easement Access Road Matting	LF	\$6.37	500	\$3,185.00
	Easement Reel Access				
A-6	6" to 12" diameter	LF	\$3.50	500	\$1,750.00
A-7	14" to 18" diameter	LF	\$4.50	500	\$2,250.00
A-8	20" to 24" diameter	LF	\$5.50	500	\$2,750.00
Mainline Clean & Inspection - Sanitary					
	CCTV Inspection and Light Cleaning (4 Line Passes or less)				
B-1	6" diameter	LF	\$4.15	5,000	\$20,750.00
B-2	8" - 12" diameter	LF	\$3.15	10,000	\$31,500.00
B-3	14" - 18" diameter	LF	\$4.45	5,000	\$22,250.00
B-4	20" - 24" diameter	LF	\$5.85	2,500	\$14,625.00
B-5	27" - 42" diameter	LF	\$7.00	1,000	\$7,000.00
	Heavy Cleaning (Up to 4 Line Passes in addition to Light Cleaning)				
B-6	6" diameter	LF	\$3.15	5,000	\$15,750.00
B-7	8" - 12" diameter	LF	\$2.15	10,000	\$21,500.00
B-8	14" - 18" diameter	LF	\$2.50	5,000	\$12,500.00
B-9	20" - 24" diameter	LF	\$8.25	2,500	\$20,625.00
B-10	27" - 42" diameter	LF	\$20.00	1,000	\$20,000.00
	Root Cutting				
B-11	6" diameter	LF	\$9.75	1,000	\$9,750.00
B-12	8" - 12" diameter	LF	\$11.00	2,500	\$27,500.00
B-13	14" - 18" diameter	LF	\$19.69	500	\$9,845.00
B-14	20" - 24" diameter	LF	\$24.00	500	\$12,000.00
B-15	27" - 42" diameter	LF	\$50.00	500	\$25,000.00
	Tuberculation Removal				
B-16	6" diameter	LF	\$10.54	1,000	\$10,540.00
B-17	8" - 12" diameter	LF	\$12.72	5,000	\$63,600.00
B-18	14" - 18" diameter	LF	\$14.32	5,000	\$71,600.00
B-19	20" - 24" diameter	LF	\$16.25	1,000	\$16,250.00
B-20	27" - 42" diameter	LF	\$61.29	500	\$30,645.00
Service Lateral Clean & Inspection - Sanitary					
C-1	Service Lateral CCTV Inspection	EA	\$75.00	500	\$37,500.00
C-2	Service Lateral Cleaning	EA	\$100.00	500	\$50,000.00
C-3	Service Lateral Tuberculation Removal	LF	\$35.00	250	\$8,750.00
C-4	Protuding Service Lateral Removal	EA	\$950.00	100	\$95,000.00
Mainline Cured In Place Pipe (CIPP) Installation - Sanitary					
	End Seals				
D-1	6" Dia. End Seals (Per Segment)	EA	\$52.50	100	\$5,250.00
D-2	8" Dia. End Seals (Per Segment)	EA	\$280.98	100	\$28,098.00
D-3	10" Dia. End Seals (Per Segment)	EA	\$316.06	100	\$31,606.00
D-4	12" Dia. End Seals (Per Segment)	EA	\$351.16	100	\$35,116.00
D-5	14" Dia. End Seals (Per Segment)	EA	\$389.48	50	\$19,474.00
D-6	15" Dia. End Seals (Per Segment)	EA	\$398.00	50	\$19,900.00
D-7	16" Dia. End Seals (Per Segment)	EA	\$447.34	50	\$22,367.00
D-8	18" Dia. End Seals (Per Segment)	EA	\$444.80	50	\$22,240.00
D-9	20" Dia. End Seals (Per Segment)	EA	\$630.74	50	\$31,537.00
D-10	21" Dia. End Seals (Per Segment)	EA	\$620.36	50	\$31,018.00
D-11	24" Dia. End Seals (Per Segment)	EA	\$667.18	50	\$33,359.00
	6" diameter				
D-12	4.5 mm manufactured thickness (.177)	LF	\$42.60	2,000	\$85,200.00
	8" diameter				
D-13	6.0 mm manufactured thickness (.236)	LF	\$43.94	5,000	\$219,700.00
D-14	Add Item - 1.5mm increaser per LF	LF	\$2.61	5,000	\$13,050.00
	10" diameter				
D-15	6.0 mm manufactured thickness (.236)	LF	\$50.95	2,500	\$127,375.00
D-16	Add Item - 1.5mm increaser per LF	LF	\$2.95	2,500	\$7,375.00
	12" diameter				
D-17	6.0 mm manufactured thickness (.236)	LF	\$57.01	2,500	\$142,525.00
D-18	Add Item - 1.5mm increaser per LF	LF	\$3.26	2,500	\$8,150.00
	14" diameter				
D-19	6.0 mm manufactured thickness (.236)	LF	\$67.26	2,500	\$168,150.00
D-20	Add Item - 1.5mm increaser per LF	LF	\$3.56	2,500	\$8,900.00
	15" diameter				
D-21	7.5 mm manufactured thickness (.295)	LF	\$71.18	2,500	\$177,950.00
D-22	Add Item - 1.5mm increaser per LF	LF	\$4.07	2,500	\$10,175.00
	16" diameter				
D-23	7.5 mm manufactured thickness (.295)	LF	\$83.41	2,500	\$208,525.00
D-24	Add Item - 1.5mm increaser per LF	LF	\$5.92	2,500	\$14,800.00
	18" diameter				
D-25	7.5 mm manufactured thickness (.295)	LF	\$90.75	5,000	\$453,750.00
D-26	Add Item - 1.5mm increaser per LF	LF	\$4.47	5,000	\$22,350.00
	20" diameter				
D-27	7.5 mm manufactured thickness (.295)	LF	\$104.34	2,500	\$260,850.00
D-28	Add Item - 1.5mm increaser per LF	LF	\$7.14	2,500	\$17,850.00
	21" diameter				
D-29	9.0 mm manufactured thickness (.354)	LF	\$118.80	1,000	\$118,800.00
D-30	Add Item - 1.5mm increaser per LF	LF	\$7.15	1,000	\$7,150.00
	24" diameter				
D-31	10.5 mm manufactured thickness (.413)	LF	\$138.92	1,000	\$138,920.00
D-32	Add Item - 1.5mm increaser per LF	LF	\$6.16	1,000	\$6,160.00

	27" diameter				
D-33	10.5 mm manufactured thickness (.413)	LF	\$151.89	1,000	\$151,890.00
D-34	Add Item - 1.5mm increaser per LF	LF	\$7.16	1,000	\$7,160.00
	30" diameter				
D-35	12 mm manufactured thickness (.472)	LF	\$185.69	1,000	\$185,690.00
D-36	Add Item - 1.5mm increaser per LF	LF	\$8.23	1,000	\$8,230.00
	36" diameter				
D-37	12 mm manufactured thickness (.472)	LF	\$214.11	1,000	\$214,110.00
D-38	Add Item - 1.5mm increaser per LF	LF	\$10.57	1,000	\$10,570.00
	42" diameter				
D-39	13.5 mm manufactured thickness (.531)	LF	\$281.52	1,000	\$281,520.00
D-40	Add Item - 1.5mm increaser per LF	LF	\$11.27	1,000	\$11,270.00
Manhole External Drop Cured in Place Pipe Services					
	Drop Pipe Setup, CCTV, Cleaning and CIPP Installation				
	6" diameter				
E-1	Setup, CCTV Inspection, and Cleaning	EA		20	
E-2	4.5 mm manufactured thickness	LF		150	
E-3	Add Item - 1.5mm increaser per LF	LF		150	
	8" diameter				
E-4	Setup, CCTV Inspection, and Cleaning	EA		20	
E-5	4.5 mm manufactured thickness	LF		150	
E-6	Add Item - 1.5mm increaser per LF	LF		150	
	10" diameter				
E-7	Setup, CCTV Inspection, and Cleaning	EA		10	
E-8	6.0 mm manufactured thickness	LF		100	
E-9	Add Item - 1.5mm increaser per LF	LF		100	
	12" diameter				
E-10	Setup, CCTV Inspection, and Cleaning	EA		10	
E-11	6.0 mm manufactured thickness	LF		100	
E-12	Add Item - 1.5mm increaser per LF	LF		100	
	14" diameter				
E-13	Setup, CCTV Inspection, and Cleaning	EA		10	
E-14	6.0 mm manufactured thickness	LF		100	
E-15	Add Item - 1.5mm increaser per LF	LF		100	
	15" diameter				
E-16	Setup, CCTV Inspection, and Cleaning	EA		2	
E-17	6.0 mm manufactured thickness	LF		25	
E-18	Add Item - 1.5mm increaser per LF	LF		25	
	16" diameter				
E-19	Setup, CCTV Inspection, and Cleaning	EA		10	
E-20	6.0 mm manufactured thickness	LF		100	
E-21	Add Item - 1.5mm increaser per LF	LF		100	
	18" diameter				
E-22	Setup, CCTV Inspection, and Cleaning	EA		2	
E-23	6.0 mm manufactured thickness	LF		25	
E-24	Add Item - 1.5mm increaser per LF	LF		25	
	20" diameter				
E-25	Setup, CCTV Inspection, and Cleaning	EA		10	
E-26	6.0 mm manufactured thickness	LF		100	
E-27	Add Item - 1.5mm increaser per LF	LF		100	
	21" diameter				
E-28	Setup, CCTV Inspection, and Cleaning	EA		2	
E-29	6.0 mm manufactured thickness	LF		25	
E-30	Add Item - 1.5mm increaser per LF	LF		25	
	24" diameter				
E-31	Setup, CCTV Inspection, and Cleaning	EA		2	
E-32	6.0 mm manufactured thickness	LF		25	
E-33	Add Item - 1.5mm increaser per LF	LF		25	
Lift Station External Drop Cured in Place Pipe Services					
	Drop Pipe Setup, CCTV, Cleaning and CIPP Installation				
	6" diameter				
F-1	Setup, CCTV Inspection, and Cleaning	EA		5	
F-2	4.5 mm manufactured thickness (.236)	LF		50	
F-3	Add Item - 1.5mm increaser per LF	LF		50	
	8" diameter				
F-4	Setup, CCTV Inspection, and Cleaning	EA		5	
F-5	4.5 mm manufactured thickness (.236)	LF		50	
F-6	Add Item - 1.5mm increaser per LF	LF		50	
	10" diameter				
F-7	Setup, CCTV Inspection, and Cleaning	EA		5	
F-8	6.0 mm manufactured thickness (.236)	LF		50	
F-9	Add Item - 1.5mm increaser per LF	LF		50	
	12" diameter				
F-10	Setup, CCTV Inspection, and Cleaning	EA		5	
F-11	6.0 mm manufactured thickness (.236)	LF		50	
F-12	Add Item - 1.5mm increaser per LF	LF		50	
	14" diameter				
F-13	Setup, CCTV Inspection, and Cleaning	EA		5	
F-14	6.0 mm manufactured thickness (.236)	LF		50	
F-15	Add Item - 1.5mm increaser per LF	LF		50	
	15" diameter				
F-16	Setup, CCTV Inspection, and Cleaning	EA		5	
F-17	6.0 mm manufactured thickness (.236)	LF		50	
F-18	Add Item - 1.5mm increaser per LF	LF		50	
	16" diameter				
F-19	Setup, CCTV Inspection, and Cleaning	EA		5	
F-20	6.0 mm manufactured thickness (.236)	LF		50	
F-21	Add Item - 1.5mm increaser per LF	LF		50	
	18" diameter				
F-22	Setup, CCTV Inspection, and Cleaning	EA		2	
F-23	6.0 mm manufactured thickness (.236)	LF		20	
F-24	Add Item - 1.5mm increaser per LF	LF		20	
	20" diameter				
F-25	Setup, CCTV Inspection, and Cleaning	EA		5	
F-26	6.0 mm manufactured thickness (.236)	LF		50	
F-27	Add Item - 1.5mm increaser per LF	LF		50	
	21" diameter				
F-28	Setup, CCTV Inspection, and Cleaning	EA		2	
F-29	6.0 mm manufactured thickness (.236)	LF		20	

F-30	Add Item - 1.5mm increaser per LF	LF		20	
	24" diameter				
F-31	Setup, CCTV Inspection, and Cleaning	EA		2	
F-32	6.0 mm manufactured thickness (354)	LF		20	
F-33	Add Item - 1.5mm increaser per LF	LF		20	

Mainline CIPP Ancillary Services					
G-1	Lateral Service Reinstatement	EA	\$354.10	200	\$70,820.00
G-2	Segment Dewatering Operation (Well point)	DAY	\$7,500.00	5	\$37,500.00
	Internal Spot Repair				
	8" diameter				
G-3	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,500.00	3	\$10,500.00
G-4	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$4,500.00	3	\$13,500.00
	10" diameter				
G-5	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,750.00	3	\$11,250.00
G-6	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$4,750.00	3	\$14,250.00
	12" diameter				
G-7	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,900.00	3	\$11,700.00
G-8	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$4,900.00	3	\$14,700.00
	14" diameter				
G-9	316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,000.00	3	\$12,000.00
G-10	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,000.00	3	\$15,000.00
	15" diameter				
G-11	316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,200.00	2	\$8,400.00
G-12	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,200.00	2	\$10,400.00
	16" diameter				
G-13	316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,300.00	3	\$12,900.00
G-14	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,300.00	3	\$15,900.00
	18" diameter				
G-15	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,400.00	2	\$8,800.00
G-16	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,400.00	2	\$10,800.00
	20" diameter				
G-17	316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,500.00	3	\$13,500.00
G-18	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,500.00	3	\$16,500.00
	21" diameter				
G-19	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,600.00	2	\$9,200.00
G-20	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,600.00	2	\$11,200.00
	24" diameter				
G-21	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,700.00	2	\$9,400.00
G-22	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,700.00	2	\$11,400.00
G-23	Grout Injection Soil Stabilization (Cost + 10%)	ALLOWANCE	\$25,000.00	1	\$25,000.00
Service Lateral Cleanout Installation					
H-1	4" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA		150	
H-2	6" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA		50	
H-3	Additional Material, Excavation and Compacted Backfill for Cleanout (5 feet to 10 feet in depth)	EA		25	
H-4	Provide and Install Cleanout Service Box and Cover (Composite)	EA		200	
H-5	Install Cleanout Service Box (Metal) (Owner to Provide Box and Cover Material)	EA		15	
H-6	Cleanout Sod Placement (25 SF per Cleanout Install)	EA		200	
H-7	Sidewalk and Driveway Concrete Repair (4 inch to 6 inch in thickness)	SF		25	
H-8	Asphalt Repair	SF		50	
Service Lateral Cured In Place Pipe (CIPP) Installation					
I-1	Lateral Service CIPP Setup (1 per Mainline Segment)	EA		50	
I-2	4" Lateral up to 3' long in 8" main	EA		100	
I-3	4" Lateral up to 3' long in 10" main	EA		25	
I-4	4" Lateral up to 3' long in 12" main	EA		25	
I-5	6" Lateral up to 3' long in 8" main	EA		10	
I-6	6" Lateral up to 3' long in 10" main	EA		10	
I-7	6" Lateral up to 3' long in 12" main	EA		10	
I-8	Additional Length of CIPP (4" or 6" service)	LF		2,500	
Manhole Rehabilitation Services					
	Existing Manhole Liner Removal				
J-1	HDPE Lining Removal (9 VF Avg. Depth)	EA		2	
J-2	Polymer/Epoxy Lining Removal (9 VF Avg. Depth)	EA		25	
J-3	Fiberglass Lining Removal (9 VF Ave. Depth)	EA		5	
J-4	Internal DIP Drop Pipe Removal (9 VF Avg Depth)	EA		25	
J-5	Inside Iron Step Removal per Manhole (5 Avg per MH)	EA		100	
J-6	Manhole Ring and Cover Remove and Replace (New Ring and Cover Provided by Owner)	EA		200	
J-7	Manhole Ring and Cover Adjustments	LF		2	
J-8	Exterior Severe Leak Stoppage/Groundwater Mitigation (Cost + 10%)	ALLOWANCE		1	\$50,000.00
	Internal Manhole Minor Leak Stoppage				
J-9	Manhole Depth - 0' to 5'	EA		100	
J-10	Manhole Depth - Over 5' to 10'	EA		75	
J-11	Manhole Depth - Over 10' to 15'	EA		50	
J-12	Manhole Depth - Over 15' to 20'	EA		50	
J-13	Manhole Depth -Over 20'	EA		25	
	Bench Rehabilitation				
J-14	Bench and Invert Demo, Repair and Rebuild 48" MH Diameter	EA		150	
J-15	Bench and Invert Demo, Repair and Rebuild 60" MH Diameter	EA		50	
J-16	Bench and Invert Demo, Repair and Rebuild 72" MH Diameter	EA		25	
J-17	Bench and Invert Demo, Repair and Rebuild 96" MH Diameter	EA		5	
	Structural Build Back Rehabilitation Application				
J-18A	Structural Rebuild Layer (Build Back over 1" in thickness) - 48" MH Diameter	VF		80	
J-18B	Structural Rebuild Layer (Build Back over 1" in thickness) - 60" MH Diameter	VF		40	
J-18C	Structural Rebuild Layer (Build Back over 1" in thickness) - 72" MH Diameter	VF		20	
J-18D	Structural Rebuild Layer (Build Back over 1" in thickness) - 96" MH Diameter	VF		20	
	Rehabilitation Lining Application				
J-19A	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 48" MH Diameter	VF		200	
J-19B	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 60" MH Diameter	VF		20	
J-19C	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 72" MH Diameter	VF		20	
J-19D	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 96" MH Diameter	VF		10	
J-20A	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 48" MH Diameter	VF		1,500	
J-20B	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 60" MH Diameter	VF		250	
J-20C	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 72" MH Diameter	VF		25	
J-20D	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 96" MH Diameter	VF		15	
J-21	Inside Drop installation (Hardware and Drop Provided by Owner)	EA		25	

Bypass Services					
	Low Flow By-Pass Setup (Less Than 500 GPM with 100% Onsite Redundancy)				
K-1	Bypass Pump Setup	EA	\$4,389.00	75	\$329,850.00
	Low Flow By-Pass Pumping Operations (Less Than 500 GPM)				
K-2	Mainline CCTV Inspection Operation	LF	\$1.43	15,000	\$21,450.00
K-3	Lateral CCTV Inspection Operation (Avg of 7 Laterals per Mainline Segment) (\$/LF of Mainline)	LF	\$1.43	15,000	\$21,450.00
K-4	Mainline Light Cleaning Operation (Up to 4 Line Passes)	LF	\$1.43	15,000	\$21,450.00
K-5	Mainline Heavy Cleaning Operation (Up to 4 Line Passes in addition to Light Cleaning)	LF	\$4.00	5,000	\$20,000.00
K-6	Light Tuberculation Removal (Up to 4 Passes with Cutting Tool)	LF	\$4.00	5,000	\$20,000.00
K-7	Heavy Tuberculation Removal (Up to 4 Passes with Cutting Tool in addition to Light Tub. Removal)	LF	\$4.00	5,000	\$20,000.00
K-8	Mainline CIPP Installation Operation	LF	\$1.43	15,000	\$20,000.00
K-9	Lateral CIPP Installation Operation (Avg of 7 Laterals per Mainline Segment) (\$/LF of Mainline)	LF		15,000	\$21,450.00
K-10	High Flow By-Pass Setup (Greater Than 500 GPM with 100% Onsite Redundancy) (Cost + 10%)	ALLOWANCE		1	\$100,000.00
K-11	High Flow By-Pass Pumping Operations (Greater Than 500 GPM, no redundancy) (Cost + 10%)	ALLOWANCE		1	\$100,000.00
K-12	High Flow By-Pass Pumping Operations (Greater Than 500 GPM with 100% Redundancy) (Cost + 10%)	ALLOWANCE		1	\$150,000.00
	Wastewater Hauling Operations				
K-13	Initial Hauling Startup and Mobilization (6 Hour Min)	EA	\$1,000.00	30	\$30,000.00
K-14	Hauling (Up to 2000 Gal Debris Capacity)	HR/TRK	\$350.00	500	\$175,000.00
K-15	Hauling (2000 to 4000 Gal Debris Capacity) (10 Hr = 1 Day)	DAY/TRK	\$3,500.00	100	\$350,000.00
	Bypass Ancillary Services				
K-16	Roadway Hose Ramp Setup	EA	\$250.00	150	\$37,500.00
Maintenance of Traffic (MOT) Services					
	Traffic Control - Right of Way per FDOT Index				
L-1	Maintenance of Traffic (Cost + 10%, without Flagmen)	ALLOWANCE		1	\$300,000.00
L-2	Flagmen (2 Required, 8 hour min)	DAY	\$2,250.00	100	\$225,000.00
General Conditions					
	Performance and Payment Bond (1% for Estimate Value Only)	%	1%		\$64,428.00
	Project Contingency (15%)	%	15%		\$996,420.00
Total Estimated Value					\$ 7,503,648.00












2024-083 Atlantic Pipe Contract FINAL

Final Audit Report

2024-11-01


Created:	2024-10-22
By:	Annie Velez (veleza1@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUcDJ-sQsQSpQ59FgipyZY0x6HFVbg9HF

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