

**Clay County Agreement/Contract No. 2022/2023 – 193**

**AGREEMENT FOR CURED-IN PLACE PIPE SERVICES  
FOR AMERICAN RESCUE PLAN ACT PROJECTS  
[Inliner Solutions]**

This Agreement for Cured-In Place Pipe Services for American Rescue Plan Act Projects (“Agreement”) is made and entered into as of the 1 day of May, 2023 (“Effective Date”) between Inliner Solutions, LLC, an Indiana Limited Liability Company authorized to transact business in Florida (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, the American Rescue Plan Act of 2021 (“ARPA”) established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to provide assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the COVID-19 pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery; and

**WHEREAS**, the County is a recipient of SLFRF funds awarded by the U.S. Department of the Treasury (“Treasury”) and disbursed to the County by the State of Florida, through the Florida Division of Emergency Management (“Division”); and

**WHEREAS**, ARPA requires that SLFRF funds be used for costs incurred on or after March 3, 2021 and ending December 31, 2024 with all funds being expended no later than December 31, 2026; and

**WHEREAS**, the Treasury has adopted a final rule effective April 1, 2022 that implements the SLFRF Funds established under ARPA (“Final Rule”); and

**WHEREAS**, the Treasury’s Final Rule provides that SLFRF funds may be used to make necessary investments in water, sewer, or broadband infrastructure, and provides additional categories for eligible water and sewer projects including stormwater; and

**WHEREAS**, the County issued a Request for Bid, Bid No.: 22/23-21 (“Bid”), to engage contractors to provide Cured-In Place Pipe (“CIPP”) Services at various locations throughout the County in conjunction with the County’s needs on an as needed basis in accordance with the specifications set forth in the Bid; and

**WHEREAS**, the Contractor responded to the Bid (“Contractor’s Response”) with a proposal to offer the requested services at the Unit Cost Prices set forth in the Bid Price Tables; and

**WHEREAS**, the County evaluated the proposals submitted and awarded the Bid to the Contractor as one of the two lowest, responsive, and responsible Bidders; and

**WHEREAS**, the Contractor is licensed and qualified to provide the services under this Agreement; and

**WHEREAS**, the parties hereby acknowledge and expressly agree that the terms and conditions set forth in the Bid and Attachments thereto and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

**WHEREAS**, a portion of the SLFRF funds allocated to the County will be used to fund the services, in whole or in part, provided under this Agreement; and

**WHEREAS**, the County reserves the right to have other contracts for CIPP Services; and

**WHEREAS**, the Contractor desires to provide the services to the County as set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

## **SECTION 1. PROJECTS**

1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work and labor required to furnish and install Cured-In Place Pipe (CIPP) lining along with providing Mobilization, Maintenance of Traffic, Dewatering, Environmental Compliance, Q.C. testing, and Miscellaneous Non-Bid Items at various locations throughout the County on an as needed and as assigned basis (each a "Project"). Lump sum pricing for Mobilization, Maintenance of Traffic, Dewatering, Environmental Compliance, Q.C. testing, and Miscellaneous Non-Bid Items shall be negotiated on a per Project basis. Projects will be assigned by the County on a per Project and as needed basis as described in Section 2.

1.2. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Teresa Gardner, Public Works Director or designee.

## **SECTION 2. SCOPE OF WORK**

2.1. The scope of work to be performed and provided by the Contractor for each assigned Project is set forth in the Bid Scope of Work attached hereto as **Attachment A**, the Scope developed for each Project, and the Purchase Order and Notice to Proceed issued by the County for the Project. The term "Work" means the scope of work to be provided, services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under this Agreement. The Work will take place in roadways, right-of-ways, easements, and County-owned property throughout Clay County.

2.2. When Work is needed by the County, the County will solicit final estimates from its CIPP contractors based on the Scope and preliminary estimate developed for each Project. The

preliminary estimate will be developed by the County for each Project using the Unit Cost Prices in the Bid Price Tables provided by the Contractor attached hereto as **Attachment B**. The contractors will be asked to finalize their estimates with site specific Lump Sum Prices for items that do not have established Unit Cost Prices, which includes, Mobilization, Maintenance of Traffic, Dewatering, Environmental Compliance, Q.C. testing, and Miscellaneous Non-Bid Items. The Contractor's final estimates for a Project shall include the Unit Cost Prices and Lump Sum Prices and shall be provided to the County within the time frame established by the Project Manager. The County will evaluate the final estimates received and will assign each Project under this Agreement via a Purchase Order to the contractor with the lowest final estimate and availability to perform the Project in an acceptable timeframe. Within 7 calendar days of the Purchase Order, the Contractor shall provide the (1) Project start date, (2) estimated Project duration, and (3) Project Schedule to the Project Manager for review and approval. If the County agrees to the Project Schedule, a Notice to Proceed for the Project will be issued to the Contractor. The County may assign multiple Projects simultaneously during the term of this Agreement.

2.3. In providing the Work, the Contractor must:

- A. Be familiar with the Project, specifications, deadlines, requirements, and the conditions under which the Work is to be completed.
- B. Keep the Project Manager apprised of the progress of any Project or Work, working conditions, changes in service or scope, or any actions associated with an assigned Project.
- C. Meet with the Project Manager as needed and as arranged by the parties to review the status of the Work, Project, upcoming critical activities, and overall performance.
- D. Comply with and ensure the Work is performed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Roads and Bridge Construction.
- E. Obtain all required permissions, permits, and inspections.
- F. Coordinate work days and hours with the Project Manager.
- G. Coordinate with the Project Manager all pre-lining and post-lining video inspection(s). Complete any items on the punch list generated from the inspection(s).
- H. Notify the Project Manager once all Work is completed for a Project and the Contractor is ready for a final inspection.
- I. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

2.4. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work assigned under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

2.5. The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”).

2.6. The Contractor acknowledges that it is bound by and shall comply with and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws, statutes, regulations, and executive orders applicable to the Work performed under this Agreement. Any express reference in this Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, statute, rule, or regulation applies. Any violation of these laws, statutes, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

2.7. The County, by virtue of this Agreement, gives the Contractor no guarantee of any work or any specific amount of work or Purchase Orders that may be issued or assigned during the term of this Agreement. The parties agree that the County shall retain the absolute right to eliminate any or all Work associated with this Agreement or an assigned Project without penalty or liability for any claims for anticipated overhead or profits. Furthermore, the County reserves the right to increase, decrease, add to, substitute, or delete any or all of the items in the estimate of approximate quantities as shown in the Bid Price Tables.

2.8. The Work will be provided by the Contractor on a non-exclusive basis. Either party may enter into agreements with other parties for services similar to the work and services that are subject to the Agreement. The County reserves the right to make Project assignments based solely on its judgment. In making project assignments, the County may consider the contractor’s capabilities and resources, record in providing qualified and experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the contractor and their personnel on County projects. Additionally, the County reserves the right to have other contracts for CIPP Services and further reserves the right to assign non-ARPA related Projects under this Agreement when it is in the best interest of the County to do so.

2.9. The County may conduct performance evaluations at any time during performance of the Work and at the completion of each assigned Project.

### **SECTION 3.                    ADDITIONAL WORK AND FEES**

3.1.     If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County or an assigned Project, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

### **SECTION 4.                    TERM AND TIMELY PERFORMANCE**

4.1.     The Agreement term shall begin on the Effective Date and shall remain in effect for a period of two years from the Effective Date, unless otherwise terminated as provided herein. The County has the option to renew the Agreement for two additional one year periods if it is deemed to be in the County's best interest to do so.

4.2.     The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work associated with a Project. The Contractor agrees to timely perform all necessary Work to complete each assigned Project in accordance with this Agreement, Scope of Work, Project Schedule, and Purchase Order/Notice to Proceed.

### **SECTION 5.                    PAYMENT FOR WORK**

5.1.     Payment for Work performed by the Contractor for a Project assigned under this Agreement will be made by the County to the Contractor for all Work actually authorized and performed at the Unit Cost Prices for the items listed in **Attachment B** in the quantities actually provided (as opposed to the estimated quantity) and Lump Sum Prices established for the assigned Project upon presentation of an Invoice submitted to the County in accordance with Section 6.

5.2.     Whenever any change or combination of changes in the scope of work results in an increase or decrease in the original descriptions or quantities, and the work added or eliminated is of the same general character and quantity as that shown in the scope of work or Purchase Order, the Contractor shall accept payment in full at the original unit/description prices for the actual quantities of Work performed.

5.3.     The County shall not be responsible for payment of costs or other expenses, including, but not limited to, materials, equipment, supplies, labor, travel, courier service, telephone, facsimile, copying or postage charges, out-of-pocket expenses, fees, overhead, fuel and bituminous indexes, environmental surcharges, disposal of waste, landfill costs, rental equipment, employment of additional personnel to accomplish a Project, overtime, delivery charges, and other items or requirements to complete the Work associated with a Project as any and all costs or expenses incurred by the Contractor are to be included as part of the Unit Cost Prices and Lump Sum Prices associated with each assigned Project.

## **SECTION 6. PAYMENT PROCEDURES**

6.1. As used in this Section, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed for an assigned Project. The amount of the monthly payment shall be the total value of the Work rendered for an assigned Project to the date of the Invoice, based on the final costs set forth in the Purchase Order, less requests previously submitted and payments made.

6.3. Invoices shall be signed by the Contractor and must include the following information and items:

- 1) The Contractor’s name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
- 4) The period of the Work covered by the Invoice.
- 5) The total amount of payment requested, the total amount previously requested, and the total amount paid to date.
- 6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.
- 7) The Contractor must provide any additional documents, certificates, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

6.4. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements

of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

6.5. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

6.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

6.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

6.8. The 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 County property;
- 3) Failure by the Contractor to pay subcontractors or others in a prompt and proper fashion;
- 4) Persistent failure to carry out the Work in accordance with the Bid; or

- 5) Damage to the County or a third party to whom the County may be liable.

6.9. Final Payment for an assigned Project. Subsequent to completion of the Work for an assigned Project and prior to final payment for that assigned Project, final accounting of the total amount of all payments shall be provided by the Contractor. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment for an assigned Project is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection. After final payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if: (i) the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation, and (ii) the cost of reimbursing the Contractor is within the Contract Price. It is agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment for an assigned Project under the Agreement until the following items have been completed and/or submitted to and approved by the County in proper form and substance:

- 1) Final accounting addressed above;
- 2) Final inspection;
- 3) Completion of punch list generated from final inspection;
- 4) Final acceptance by the County of the Project;
- 5) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
- 6) Contractor's warranty and any warranties from third parties; and
- 7) Certificate/Affidavit of Final Payment for the assigned Project.

6.10. It is agreed and understood that the acceptance of the final payment by the Contractor for an assigned Project shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Work done or material furnished for an assigned Project under this Agreement.

## **SECTION 7. CHANGE ORDERS**

7.1. Change Orders shall be used when necessary to clarify the Work; to provide for a change in the Work; to provide for a change in quantity; to provide for an adjustment to the Unit Cost Prices or Lump Sum Prices; to provide for a time extension or change in the Project Schedule; to settle contract claims; to provide for unforeseen circumstances; and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and



reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

7.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

## **SECTION 8. INSURANCE**

8.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Work and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

a. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

b. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

c. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation      Statutory limits
- Employers Liability      \$100,000 Each Accident  
                                      \$500,000 Disease Policy  
                                      \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

d. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

8.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Work, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

8.3. The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, Bid number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

8.4. The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

8.5. The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

8.6. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

8.7. It is the Contractor's responsibility to ensure that all independent and subcontractors comply with the insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

## **SECTION 9. INDEMNIFICATION; SOVEREIGN IMMUNITY**

9.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

9.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Work and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

9.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

9.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 10. DEFAULT AND TERMINATION**

10.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Work on time or as directed by the Project Manager; fails to comply with the Project Schedule; fails to perform the Work with sufficient and/or properly skilled workmen or with sufficient materials or equipment; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; fails to make payment to subcontractors or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Contractor and the subcontractors or suppliers; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

10.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

10.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of

termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

10.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

10.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Work performed.

10.6. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

## **SECTION 11. SUBCONTRACTORS**

11.1. The Contractor shall obtain prior written authorization from the County for the utilization of any subcontractors in connection with the Work to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County.

11.2. Any subcontractor utilized by the Contractor, shall be supervised and compensated by the Contractor. The Contractor will be responsible to the County for the satisfactory performance and timeliness of any Work provided by a subcontractor.

11.3. The Contractor shall be fully responsible to the County for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

11.4. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Work giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

11.5. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

## **SECTION 12. AUTHORITY TO SUSPEND WORK**

12.1. The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, unsafe condition or situation exists, conditions which are considered unfavorable for the prosecution of the Work, or if the County is prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County. In the event of any such suspension, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Project will be extended to such reasonable time as the County may determine and will be set forth in writing. The Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work.

## **SECTION 13. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY**

13.1. The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

13.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Work on or around such property.

13.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative and/or Project Manager, provided that such property has not been

damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

#### **SECTION 14.           AUDIT OF CONTRACTOR'S RECORDS**

14.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the State of Florida through the Division, the Florida State Auditor General (or designee), and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Work, and the Contractor must make the records available upon request.

14.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

14.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

14.4. The Contractor must require that each of its subcontractors will provide access to the subcontractor's records pertaining to the Work upon request by the County.

14.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

#### **SECTION 15.           TAXES**

15.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

#### **SECTION 16.           APPROPRIATED FUNDS**

16.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

## **SECTION 17. SCRUTINIZED COMPANIES CERTIFICATION**

17.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

## **SECTION 18. E-VERIFY REQUIREMENT**

18.1. Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

## **SECTION 19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS**

19.1. The Contractor acknowledges that SLFRF funds as established by ARPA may be used by the County to pay for Work provided under this Agreement.

19.2. The Contractor acknowledges that the County as a recipient of SLFRF funding must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County's efforts to comply with any reporting obligations as required and established by the Treasury.

19.3. The Contractor hereby certifies that the Certification Regarding Debarment, Suspension, and Ineligibility; Anti-Lobbying Certification; and Conflict of Interest Disclosure Form attached hereto as **Attachment C**, **Attachment D**, and **Attachment E**, respectively, that were executed by the Contractor in response to the Bid are still valid and are incorporated herein by reference.



19.4. To the extent applicable to the Work provided under this Agreement, the Contractor agrees to comply with and shall require its subcontractors to comply with ARPA Federal Guidelines, attached hereto as **Attachment F**; 31 CFR Part 35, Subpart A addressing Coronavirus State and Local Fiscal Recovery Funds; any interpretive guidance and regulations related to Coronavirus State and Local Fiscal Recovery Funds, including such guidance and regulations issued by the Treasury; and the Award Terms and Conditions for SLFRF. The Contractor further acknowledges that the SLFRF funding allocated to the County is subject to 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” including Appendix II attached hereto as **Attachment G**, and the Uniform Guidance at 2 CFR 200.331 – 200.333. The Contractor agrees to comply with 2 CFR Part 200 to the extent applicable to the Work provided by the Contractor under this Agreement.

19.5. If the Contractor enters into any contracts or agreements with any third parties, subcontractors, subconsultants, etc., then the Contractor agrees to include in the contract or agreement that the subcontractor is bound by the terms of this Agreement and by all applicable federal, state, and local laws and regulations. Additionally, any such contract or agreement must attach and incorporate the Attachments identified in this Agreement.

## **SECTION 20. NON-DISCRIMINATION**

20.1. In performance of this Agreement, the Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

## **SECTION 21. NOTICE**

21.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal

Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Inliner Solutions, LLC  
2531 Jewett Lane  
Sanford, FL 32771  
Attention: Eve Tinis and  
Daniel Banken

If to County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: Howard Wanamaker, County  
Manager  
Copy to: Project Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

**SECTION 22. PUBLIC RECORDS**

22.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Work required under the Agreement;
- b. 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the 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 Work. If the Contractor transfers all public records to the County upon completion of the 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

the 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 information technology systems of the County.

22.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

22.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, 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 THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

## **SECTION 23. WARRANTIES AND REPRESENTATIONS**

23.1. The Contractor represents that it is experienced, competent and qualified to perform the Work, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform the Work, duties and obligations under this Agreement.

23.2. The Contractor binds itself to use such materials and to so construct the Work and improvements of each assigned Project that same will be and remain in good repair and condition and free from any defects that will impair its usefulness for a period of two (2) years after acceptance of all improvements by the County. Should the Work and improvements become defective, at any time during this period, in the reasonable and good faith judgment of the County, whose judgment shall be final and conclusive, then the County shall provide written notice to the Contractor to repair such Work and improvements or portions thereof, or to

reconstruct the Work and improvements or portions thereof and put same in satisfactory and good condition. The Contractor shall promptly comply therewith at its sole cost and expense. Nothing herein shall diminish any original manufacturer's warranties.

23.3. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

23.4. All material, equipment, or other special warranties required by the Agreement or applicable to the Work shall be issued in the name of the County, or shall be transferable to the County.

23.5. Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

#### **SECTION 24. WASTE AND HAZARDOUS MATERIAL DISPOSAL**

24.1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

#### **SECTION 25. PUBLIC ENTITIES CRIMES**

25.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

25.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Contractor has been placed on the convicted vendor list.

25.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

## **SECTION 26. SUSPENSION AND DEBARMENT**

26.1. By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

## **SECTION 27. INDEPENDENT CONTRACTOR**

27.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

## **SECTION 28. NO ASSIGNMENT**

28.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

## **SECTION 29. NO THIRD-PARTY BENEFICIARIES**

29.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

## **SECTION 30. CONFLICT OF INTEREST**

30.1. Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor’s duties and obligations provided under this Agreement.

## **SECTION 31. AMENDMENT OR MODIFICATION OF AGREEMENT**

31.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing

additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

## **SECTION 32. FURTHER ASSURANCES**

32.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

## **SECTION 33. REMEDIES**

33.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

## **SECTION 34. GOVERNING LAW AND VENUE**

34.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

## **SECTION 35. ATTORNEYS' FEES**

35.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

## **SECTION 36. WAIVER**

36.1. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

## **SECTION 37. SEVERABILITY**

37.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

## **SECTION 38. HEADINGS**

38.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

## **SECTION 39. COUNTERPARTS**

39.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same Agreement.

## **SECTION 40. ATTACHMENTS**

40.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

<b>Attachment A</b>	Bid Scope of Work
<b>Attachment B</b>	Bid Price Tables
<b>Attachment C</b>	Certification Regarding Debarment, Suspension, and Ineligibility
<b>Attachment D</b>	Anti-Lobbying Certification
<b>Attachment E</b>	Conflict of Interest Disclosure Form
<b>Attachment F</b>	ARPA Federal Guidelines
<b>Attachment G</b>	Appendix II to Part 200

## **SECTION 41. ENTIRE AGREEMENT**

41.1. This Agreement represents the entire agreement between the parties for the provision of the Work. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

## **SECTION 42. AUTHORITY**

42.1. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

**INLINER SOLUTIONS, LLC**

By: *Daniel J. Banken*  
Daniel J. Banken (May 8, 2023 07:52 EDT)

Print Name: Daniel J. Banken

Print Title: Area Director

**CLAY COUNTY, a political subdivision of the State of Florida**

By:   
Howard Wanamaker (May 1, 2023 22:09 EDT)

Howard Wanamaker  
County Manager on behalf of the  
Board of County Commissioners

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# **ATTACHMENT A**

## **BID SCOPE OF WORK**

### **3. SCOPE OF WORK**

#### **3.1. Purpose**

Clay County is soliciting sealed bids for Cured-in-Place Services. The purpose of this bid is to establish a contract for Cured-in-Place Pipe Services (CIPP) at various locations throughout the county in conjunction with the County's needs on an as needed basis. The County reserves the right to have other contracts for Cured-in Place services.

#### **3.2. Coronavirus State and Local Fiscal Recovery Funds**

This project is being supported, in whole or in part, by U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds ("SLFRF").

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

The Consultant will comply with all Federal laws, rules, regulations, and executive orders applicable to the receipt of funding from the Coronavirus Relief Fund. As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. (Appendix II to 2 CFR Part 200 is included as an attachment.)

#### **3.3. Examination of Bid Documents**

Before submitting a proposal, each Bidder shall carefully examine the complete Bid package, including but not limited to: Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Specifications, and all Addenda thereto, any and all of which contain provisions applicable to the successful Bidder.

A Bidder is expected to base its Bid on those unit quantities listed on the Bid Sheet, which shall be fully inclusive. These quantities are estimates only and are strictly for the purpose of establishing a basis to award the bid.

#### **3.4. Scope**

The Bid will be awarded based on the lowest two responsive and responsible Bidders for the total Unit Cost Prices. If there is a discrepancy with the bid tabulations, the lowest bid price will be based on the estimated quantity and the unit cost. For each Project Task, both awarded Contractors will be asked to provide a Lump Sum Price for Mobilization, Maintenance of Traffic, Dewatering, and Miscellaneous Non-Bid Items along with their awarded pricing for bid items necessary to complete the individual projects. A Notice to Proceed and a Purchase Order will be issued to the Contractor with the lowest overall project/bid price. The County will provide the estimated schedule of values to each contractor prior to the

Contractor providing the Lump Sum Prices. This also includes any Non-Bid Items that may be determined during the project scoping.

### 3.5. General Requirements

The Contractor shall be responsible for the Maintenance of Traffic, Dewatering, Environmental Compliance, and all Q.C. testing for the project. All construction shall be in compliance with FDOT Standard Specifications for Roads and Bridge Construction FY 2023-24.

The installation of CIPP and related services will take place in roadways, right-of-ways, easements, and County-owned property throughout Clay County.

All Work shall be performed during normal County business hours (7:00 a.m. to 3:30 p.m.) on non-holiday weekdays, unless otherwise authorized by the designated Clay County Project Manager.

### 3.6. Responsibilities

It shall be the responsibility of the Designated Clay County Project Manager to oversee all work and to ensure that all policies set forth by Clay County and the Florida Department of Transportation are adhered to.

Bidders must submit a list of five (5) CIPP installation projects successfully completed within the last five (5) years. One of the five listed projects shall include pipe diameters of 36" or larger. The list shall include the names of the projects, description of the projects, names and contact information of the owners and the dollar amount of the contracts. The list must be submitted with the bid.

The County shall have the right to review references and qualifications of the Contractor and Subcontractors in order to make the final determination of acceptability of the Contractor and Subcontractor to be awarded the contract and perform the work.

The Contractor shall be liable for the actions of the Contractor's work force, which shall remain under the direct supervision of the Contractor.

The Contractor is required to have a qualified superintendent on the job at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site.

The Contractor shall keep the Designated Clay County Project Manager apprised of the progress of any project or work, working conditions, changes in service or scope, or any actions associated with the contract.

The County shall keep the Contractor apprised of any upcoming projects and shall allow the Contractor a reasonable time for mobilization unless it is an emergency need.

### 3.7. Safety

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. All equipment safety devices installed by the manufacturer shall be in place and in proper working order at all times. The Designated Clay County Project Manager shall have the option to shut down the project if

it is determined an unsafe situation exists. Contractors shall shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall also be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

### 3.8. Mobilization

Mobilization shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2023-24 Section 101 and shall consist of the preparatory work and all operations required to begin work on the project including, but not limited to, operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for establishment of temporary facilities such as safety equipment, first aid supplies, portable toilets, etc. The cost of any bonds and/or insurance and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in the Contract Lump Sum Price for this paragraph.

The Mobilization Contract Lump Sum Price price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

### 3.9. Maintenance of Traffic

The Traffic Control Plan shall be prepared by a certified designer who has completed the FDOT's Advanced Maintenance of Traffic training course, and in accordance with FDOT's Standard Plans and the Standard Plans.

The Contractor shall observe at all times those provisions and requirements of Florida Department of Transportation's Standard Specifications for Road and Bridge Construction FY 2023-24 (Section 102 Maintenance of Traffic), the Florida Department of Transportation's Design Standards, and the Manual on Uniform Traffic Control Devices (MUTCD) latest editions and supplements.

The Contractor is responsible for returning to preexisting condition any area within project limits impacted by construction after construction activities are completed at no additional cost to the County.

The Contractor shall provide the County the certification documents of their Worksite Traffic Supervisor who shall be responsible for initiating, installing, and maintaining all traffic control devices as described in Florida Department of Transportation's Standard Specifications for Road and Bridge Construction (Section 102 Maintenance of Traffic). The Worksite Traffic Supervisor shall have experience directly related to Worksite traffic control in a supervisory or responsible capacity.

The responsibility for the installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the traveling public and workers, as well as to safeguard the work area in general shall rest with the Contractor.

The Worksite Traffic Supervisor shall:

- Be available on a 24-hour per day basis and shall review any project on a day-to-day basis as well as being involved in all changes to traffic control.
- Have access to all equipment and materials needed to maintain traffic control and handle all traffic related situations.
- Shall ensure that any safety deficiencies in traffic control are corrected immediately.
- Shall be present to direct the initial setup of the traffic control plan and any subsequent changes to the plan.
- Shall be available on the site within 1 hour after notification of an emergency, prepared to positively respond to traffic control needs or to provide alternate traffic arrangements.
- The Contractor shall have a responsible person available at or reasonably near the Work site in order that they may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor shall submit phone numbers and names of personnel designated to be contacted in cases of emergencies.

The Maintenance of Traffic Lump Sum Price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

### 3.10. Dewatering

The Dewatering Contract Lump Sum Price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

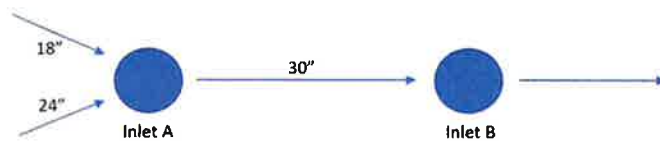
### 3.11. Miscellaneous Non-Bid Items

At the time of each Project Task, each awarded contractor will provide a cost for any non-bid items necessary to complete the task. A breakdown of schedule of values and cost of non-bid items will be provided to the County along with all other Lump Sum Prices for each Project Task.

### 3.12. Bypass Pumping

Bypass pumping will include all material, labor, and incidentals required to reroute flow around the section of pipe to be lined. This includes, but is not limited to, temporary plugs, pumps, hoses, bypass pumping plan, etc. to divert flow from the affected section.

Bypass Pumping will be paid for at the contract unit price for each contributing upstream pipe taken out of service, and bypassed, during lining activity. (For example, as shown in the figure below: Inlet A has two contributing pipes of diameters 18" and 24". Inlet A flows to Inlet B with a 30" pipe to be lined. The 18" and 24" will be placed out of service and bypassed during lining of the 30" pipe. Bypass pumping will be paid at a quantity of 1 – 18" Diameter Pipe Bypass and 1 – 24" Diameter Pipe Bypass.)



### 3.13. Technical Specifications

#### **General**

These specifications include the minimum requirements for the rehabilitation of storm sewer pipelines by the installation of Cured-In-Place (CIPP) within existing deteriorated pipe at various, multiple locations throughout Clay County.

The rehabilitation of pipelines shall be done by the installation of a resin impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint-less and watertight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.

The Contractor shall clean up, restore existing surface conditions, and repair any of the CIPP systems determined to be defective. The Contractor shall conduct installation operations and schedule clean up in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, business, and property owners or tenants.

The prices submitted by the Contractor shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place of CIPP, including site restoration, in accordance with these specifications.

### 3.14. Pre-Lining and Post-Lining Inspection

**Pre-Lining:** The Contractor shall perform a detailed closed circuit television inspection in accordance with ASTM standards prior to installation of the liner. A radial view (pan and tilt) TV camera shall be used. Unedited digital documentation of the inspection shall be provided to the County. The data shall note the inspection date and shall note any defects in the pipe. Immediately prior to conducting the closed-circuit television pre-lining inspection the Contractor shall thoroughly clean the pipe, cost for which shall be covered under the desilting price included in the contract. The pipe inspection shall be paid for at the respective pre-lining contract unit price per foot for each pipe inspected.

**Post-Lining:** The Contractor shall perform a detailed closed circuit television inspection in accordance with ASTM standards after installation of the CIPP liner. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks, and other defects. Unedited digital documentation of the inspection shall be provided to the County. The data shall note the inspection date and shall note any minor defects in the liner such as gouges, cracks, bulges, or bumps. Immediately prior to conducting the closed-circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated, cost for which shall be incidental to the cost per linear foot of new pipe liner. The pipe inspection shall be paid for at the respective post-lining contract unit price per foot for each pipe inspected.



### 3.15. Desilting Pipe

Desilting pipe will be paid for at the contract unit price per foot for each pipe desilted. Price and payment shall be full compensation for furnishing all equipment, tools and labor, disposal of silt and debris, and all incidentals necessary for satisfactorily performing the work.

### 3.16. Pipe Liner

The rehabilitation of pipelines shall be done by the installation of a resin impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint-less and watertight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.

Pipe shall be rehabilitated in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2023-24, Section 431, except as modified herein. Price and payment for pipe liner shall include cost to clean and dispose of all debris and build-up that may have accumulated since install of the liner. Price and payment for pipe liner shall exclude the following items:

- Dewatering
- Desilting & Disposal of silt and debris from existing pipe pre-lining
- Pipe inspections

The cost of these items shall be included in their respective pay items under this contract. The quantity of CIPP liner to be paid for will be the length, per foot, of CIPP liner installed and accepted, measured along the centerline of the pipe, from end to end.

### 3.17. Additional Thickness Variance

The Additional Thickness Variance 1.5mm shall be paid for at the contract price per linear foot. This additional thickness to the proposed pipe liner shall be used on any pipes greater than 12 feet deep as measured from top of grade to top of pipe and on any pipes underneath the roadway surface.

### 3.18. Description of Work and Product Delivery

These specifications cover all work necessary to furnish and install the CIPP. The Contractor shall provide all materials, labor, equipment, and services necessary for mobilization, traffic control, dewatering, bypass pumping, cleaning and television inspection of pipes to be lined, liner installation, all quality control, provide samples for performance of required materials tests, final television inspection, testing of lined pipe systems, all as specified herein.

The CIPP shall be continuous and joint-less from manhole to manhole or access point to access point and shall be free of all defects that will affect the long-term life and operation of the pipe.

The CIPP shall fit sufficiently tight within the existing pipe to not leak at the manholes or through the wall of the installed pipe. If leakage occurs at the manhole the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP. If leakage occurs through the wall of the pipe the

liner shall be repaired or removed. Final approval of the liner installation will be based on a leak tight pipe.

The CIPP shall be designed for a life of 50 years or greater.

The CIPP may be designed to resist external groundwater pressures only or as a fully structural stand-alone pipe-within-a-pipe. The installed CIPP shall withstand all applicable surcharge loads (soils overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.

All materials furnished as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer, and tested to the requirement of this contract.

The Contractor shall furnish all samples for product testing at the request of the County. The Contractor shall also submit certifications for all furnished material as outlined below and, in the Standards and Specifications.

#### References

The following documents form a part of the specifications to the extent stated herein and shall be the latest editions hereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

- ASTM-F1216
- ASTM-F2019-03
- ASTM-F1743
- ASTM-D2122-98 (2004)
- ASTM-D543
- ASTM-F2561-06
- ASTM-D638
- ASTM-D2990
- ASTM-D790
- ASTM-D3567-97 (2002)
- ASTM-D792
- ASTM-D3681
- ASTM-D5813



### **3.19. CIPP Repair/Replacement**

Occasionally installations will result in the need to repair or replace a defective CIPP. If requested by the County, the Contractor shall outline specific repair or replacement procedures for identified defects that have occurred in the installed CIPP.

Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor, including a detail step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

Unrepairable defects that may occur to the CIPP shall be clearly defined by the Contractor, including a recommended procedure for the removal and replacement of the CIPP.

### **3.20. Products - General**

Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, and flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations shall be approved by the County. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

#### **Fabric Tube**

The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813, & ASTM F2019. The fabric tube shall be capable of absorbing and carry resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.

The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installations. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe section and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the length in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field to ordering liner so that the liner can be installed in a tight-fitted condition.

The outside and /or inside layer of the fabric tube (before inversion/pull-in as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, the vacuum impregnation (wet-out) procedure.

No material shall be included in the fabric tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and activated resin containing a colorant.

The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully saturated felt fabric and dry resin lean areas.

Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the termination manhole or access point, plus that amount required to run-in and run-out for the installation process.

### **Resins**

The resins shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019. The resin shall produce CIPP which will comply with or exceed the structural requirements of these specifications.

The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.

### **Structural Requirements**

The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein.

The CIPP shall be designed as per ASTM F1216 Appendixes. The CIPP design shall assume no bonding to the original pipe wall.

The Engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design fixture modulus as determined by ASTM D-790 test methods. This value shall be used unless the Engineer submits long term test data (ASTM D-2990) to substantiate a higher retention factor.

The CIPP material shall, at a minimum, meet or exceed the structural properties that are listed below.

### **Minimum Physical Properties**

Property: Flexural Modulus of Elasticity

Test Method: ASTM D-790

Cured Composite per ASTM F1216: 250,000 psi

Cured Composite per Design: Contractor value

Property: Flexural Strength

**Test Method: ASTM D-790**

Cured Composite per ASTM F1216: 4,500 psi

Cured Composite per Design: Contractor value

The required structural CIPP wall thickness shall be based, at a minimum, on the physical properties of the cured composite and per the design of a Professional Engineer and in accordance with the design equations contained in the appendix of the ASTM standards, and the following parameters:

Design Safety Factor: 2.0 (1.5 for pipes 36" or larger)

Creep Retention Factor: 50%

Ovality: 2% or as measured by field inspection

Constrained Soil Modulus: Per AASHTO LRFD Section 12 and AWWA Manual M45

Groundwater Depth: As determined by field investigation

Soil Depth (Above the crown): As determined by field investigation

Live Load: Highway, railroad, or airport as applicable

Soil Load (assumed): 120 lb/cu ft

Minimum Service Life: 50 years

The Contractor shall submit, prior to installation of lining materials, certification of compliance with these specifications. Certified material test reports shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.

The design soil modulus may be adjusted based on data determined from detailed project soil testing results.

### **3.21. Installation**

#### **Construction Requirements**

The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions that will affect the installation and the final CIPP product shall be removed and disposed of at the Contractor's expense. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed.

The Contractor shall perform a detailed closed circuit television inspection in accordance with ASTM standards of the existing pipe prior to installation of the CIPP.

The CIPP liner shall be constructed of materials and methods that, when installed, shall provide a jointless and continuous structurally sound CIPP able to withstand all imposed static and dynamic loads on a long-term basis.

Bypass pumping of existing base flows and stormwater flows: The Contractor shall provide for the flow of existing base flows and stormwater flows around the section or sections of pipe designated for CIPP installation. The Contractor shall provide a dewatering plan prior to construction.

### **Installation of Liner**

The CIPP liner shall be installed and cured in the host pipe per the manufacturer's specifications.

CIPP installation shall be in accordance with the applicable ASTM standards.

The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube during installation. The tube should be pulled in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperature during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during the cure of the liner.

To monitor the temperature of the liner wall and to verify correct curing, temperature sensors can be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout its length to monitor the temperature on the outside of the liner during the curing process. The temperature sensors can be placed at intervals as recommended by the sensor manufacturer.

Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles if applicable. The manufacturer's recommended cure method and schedule shall be used for each line segment installed.

For heat cured liners, if any temperature sensor or multiple sensors do not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations. The system computer should have an output report that specifically identifies each installed sensor station in the length of pipe, indicates the maximum temperature achieved and sustained temperature time. Each sensor should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturer's recommendations.

### **3.22. Cool Down**

The Contractor shall cool the CIPP in accordance with the CIPP manufacturer's recommendations. Temperatures and cooling data shall be monitored and recorded by the Contractor throughout the installation process to ensure that each phase of the process is achieved in accordance with the CIPP manufacturer's recommendations.

### **3.23. Finish**

The installed CIPP shall be continuous over the entire length of the pipe section and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles, and delamination. The CIPP

shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

Any defect which will or could affect the structural integrity or strength of the lining shall be repaired at the Contractor's expense.

The beginning and the end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.

If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacturer of the CIPP.

### 3.24. Manhole Connections

A seal, consisting of resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP manufacturer's recommendation.

### 3.25. Final Acceptance

Bypass pumping or plugging from the upstream manhole shall be utilized to minimize storm water from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

### 3.26. Completion of Work

When all Work is complete and the Contractor is ready for a final inspection, the Contractor shall notify the Designated Clay County Project Manager, who shall make final inspection of the Work and determine if the Work is complete and in full accordance with this Bid. Then the Designated Clay County Project Manager shall review and approve the final invoice for payment.

Acceptance of final payment shall constitute a waiver of all claims against the owner 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.

### 3.27. Project Administration

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

With reasonable promptness on request of the Contractor, the Designated Clay County Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work or project.

The Designated Clay County Project Manager shall be the initial interpreter of the requirements of any job and shall be the judge of the performance of the Contractor.

### 3.28. Claims by the Contractor

Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the work, the Contractor shall stop work immediately, contact the

Clay County Designated Project Manager for the project for a determination of how to proceed. The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor.

### 3.29. Supplemental Conditions

Upon the completion and submittal of all required pre-award documents, the prices resultant from this bid solicitation shall prevail for the full duration of the initial term unless otherwise indicated elsewhere in this document. The performance period of the Bid shall remain in effect for two (2) years, and then the Bid will remain in effect until completion of any expressed and/or implied warranty period. The County specifically reserves the right to increase or decrease any or all of the authorized tasks.

Additional charges for fuel and bituminous indexes, environmental surcharges, disposal of waste, landfill costs, rental equipment, delivery charges, or employment of additional personnel to accomplish a task will not be authorized. These costs are considered to be included in the Bid proposal for each line item and category.

The Contractor shall be liable for the actions of the Contractor's work force, which shall remain under the direct supervision of the Contractor.

The Contractor shall keep the Designated Clay County Project Manager apprised of the progress of any project or work, working conditions, changes in service or scope, or any actions associated with the contract.

### 3.30. Project Quotes and Work Orders

This bid is for rehabilitation of storm water pipelines by CIPP lining for multiple project work orders at various locations throughout the County. The project work order locations can be anywhere within Clay County.

The County will perform a preliminary estimate for each project using the unit prices from the two low bids and provide the preliminary estimate to each respective Contractor. The two Contractors will finalize their estimates with site specific Lump Sum Cost that do not have established unit prices. These site-specific costs are: (1) Maintenance of Traffic (2) Mobilization (3) Dewatering and (4) Miscellaneous Bid Items. Pricing for Mobilization, Maintenance of Traffic, Dewatering, and Miscellaneous Bid Items will be bid on a per-project basis at the time the project scope of work has been developed between the two successful low bidders. The Contractors' final estimates will be provided to the County within the time established by the Designated Clay County Project Manager. The County shall review the final estimates. A purchase order will be issued to the Contractor chosen for their final estimate and availability to perform the project in an acceptable timeframe. The Contractor shall provide a proposed start date and a construction schedule within seven (7) calendar days of receipt of the purchase order. Once the County agrees to the schedule provided a Notice to Proceed will be issued. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.

The approved quote amount on any individual purchase order shall be the maximum compensation payable to the Contractor for the project. The purchase order may only be changed for altered quantities authorized by the County. If the Contractor desires to make a claim for a change in quantity



or schedule for a project such claim shall be submitted to the Designated Clay County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

### 3.31. Project Schedule

Installation of CIPP for each project shall be initiated, executed, and completed no later than sixty (60) calendar days after a purchase order is issued by the County.

Upon receipt of a purchase order the Contractor shall submit the construction start date and the estimated construction duration.

### 3.32. Suspension or Stoppage of Work by the Contractor

During the progress of the work, the Contractor shall keep the site and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminants resulting the work.

Following completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the site as well as all tools, appliances, equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at final completion of the work.

### 3.33. Payment

The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or Lump Sum Prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

Payment shall be based on completed and accepted work by the County.

### 3.34. Withheld Payment

The 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:

- Defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
- Claims of third parties against the County or County property;
- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Persistent failure to carry out the Work in accordance with the Bid;

- Damage to the County or a third party to whom the County may be liable.

### 3.35. [Term](#)

The bid shall remain in effect for two (2) years from the date of award by the Board, with the County reserving the right and option to extend the bid for an additional two (2) twelve month periods.

### 3.36. [Additional Services](#)

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

### 3.37. [Performance Evaluation](#)

A work performance evaluation will be conducted periodically and at the completion of each various project.

### 3.38. [Warranty](#)

The Contractor shall warrant against all defects in material and workmanship for a period of two years after acceptance of the work.



# **ATTACHMENT B BID PRICE TABLES**

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*Please Note: Responses to this question may be publicly displayed after the due date has passed.*

**22. Compliance with ARPA Federal Guidelines \***

Pass

Please download the below documents, complete, and upload.

- [COMPLIANCE WITH ARPA FEDERA...](#)

COMPLIANCE\_WITH\_ARPA\_FEDERAL\_GUIDELINES\_signed.pdf

*Please Note: Responses to this question may be publicly displayed after the due date has passed.*

**23. Conflict of Interest Disclosure Form \***

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST DISCLO...](#)

CONFLICT\_OF\_INTEREST\_DISCLOSURE\_FORM\_signed.pdf

*Please Note: Responses to this question may be publicly displayed after the due date has passed.*

**PRICE TABLES**

Pricing for Mobilization, Maintenance of Traffic, Dewatering, and other Misc. Non-Bid Items shall be negotiated on a per Project basis at the time the Project Scope of Work has been developed.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	0" - 18" Diameter Pipe Bypass	10	EA	\$150.00	\$1,500.00

PROPOSAL DOCUMENT REPORT

RFB No. 22/23-021

Cured-In Place Pipe Services for American Rescue Plan Act Projects

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	24" – 30" Diameter Pipe Bypass	6	EA	\$350.00	\$2,100.00
3	36" Diameter Pipe Bypass	2	EA	\$700.00	\$1,400.00
4	42" Diameter Pipe Bypass	2	EA	\$2,500.00	\$5,000.00
5	48" Diameter Pipe Bypass	2	EA	\$2,800.00	\$5,600.00
6	54" Diameter Pipe Bypass	2	EA	\$3,500.00	\$7,000.00
7	60" Diameter Pipe Bypass	1	EA	\$4,500.00	\$4,500.00
8	72" Diameter Pipe Bypass	1	EA	\$5,100.00	\$5,100.00
9	Pre-Lining Inspection	1,400	LF	\$3.00	\$4,200.00
10	Post-Lining Inspection	1,400	LF	\$1.00	\$1,400.00
11	0" – 24" Desilting Existing Pipe	700	LF	\$4.00	\$2,800.00
12	25" - 36" Desilting Existing Pipe	300	LF	\$8.00	\$2,400.00
13	37" – 48" Desilting Existing Pipe	200	LF	\$13.00	\$2,600.00
14	49" – 60" Desilting Existing Pipe	150	LF	\$23.00	\$3,450.00
15	Greater than 60" Desilting Existing Pipe	50	LF	\$40.00	\$2,000.00
16	Furnish & Install 15" CIPP Lining (7.5 mm)	200	LF	\$80.00	\$16,000.00
17	15" CIPP Thickness Variance 1.5 mm	200	LF	\$3.00	\$600.00

PROPOSAL DOCUMENT REPORT

Invitation For Bid - Cured-In Place Pipe Services for American Rescue Plan Act Projects

PROPOSAL DOCUMENT REPORT  
RFB No. 22/23-021  
Cured-In Place Pipe Services for American Rescue Plan Act Projects

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Furnish & Install 18" CIPP Lining (9 mm)	300	LF	\$90.00	\$27,000.00
19	18" CIPP Thickness Variance 1.5 mm	300	LF	\$4.00	\$1,200.00
20	Furnish & Install 24" CIPP Lining (10.5 mm)	200	LF	\$120.00	\$24,000.00
21	24" CIPP Thickness Variance 1.5 mm	200	LF	\$4.00	\$800.00
22	Furnish & Install 30" CIPP Lining (12 mm)	150	LF	\$170.00	\$25,500.00
23	30" CIPP Thickness Variance 1.5 mm	150	LF	\$6.00	\$900.00
24	Furnish & Install 36" CIPP Lining (15 mm)	150	LF	\$225.00	\$33,750.00
25	36" CIPP Thickness Variance 1.5 mm	150	LF	\$9.00	\$1,350.00
26	Furnish & Install 42" CIPP Lining (16.5 mm)	100	LF	\$350.00	\$35,000.00
27	42" CIPP Thickness Variance 1.5 mm	100	LF	\$9.00	\$900.00
28	Furnish & Install 48" CIPP Lining (19.5 mm)	100	LF	\$400.00	\$40,000.00
29	48" CIPP Thickness Variance 1.5 mm	100	LF	\$9.00	\$900.00
30	Furnish & Install 54" CIPP Lining (27 mm)	100	LF	\$525.00	\$52,500.00
31	54" CIPP Thickness Variance 1.5 mm	100	LF	\$12.00	\$1,200.00
32	Furnish & Install 60" CIPP Lining (28.5 mm)	50	LF	\$650.00	\$32,500.00
33	60" CIPP Thickness Variance 1.5 mm	50	LF	\$12.00	\$600.00

PROPOSAL DOCUMENT REPORT  
RFB No. 22/23-021  
Cured-In Place Pipe Services for American Rescue Plan Act Projects

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
34	Furnish & Install 72" CIPP Lining (33 mm)	50	LF	\$800.00	\$40,000.00
35	72" CIPP Thickness Variance 1.5 mm	50	LF	\$15.00	\$750.00
TOTAL					\$386,500.00

**ATTACHMENT C**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION,**  
**AND INELIGIBILITY**

## CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY

The Respondent certifies that:

- a. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- b. The Consultant must comply with 2 CFR Part 180, 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 Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- d. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

Insert Name of Company:

Inliner Solutions, LLC



By: 

Daniel Banken

Its Area Director

Date: 03/17/2023

**ATTACHMENT D**  
**ANTI-LOBBYING**  
**CERTIFICATION**



## BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned (Firm) 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 any 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 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 of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, United States Code. 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.

Legal Name of Respondent: Inliner Solutions, LLC

Authorized Representative(s): Daniel Banken

Signature Print Name/Title: Daniel Banken, Area Director

**ATTACHMENT E**  
**CONFLICT OF**  
**INTEREST**  
**DISCLOSURE**  
**FORM**

## CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: \_\_\_\_\_

22/23-021 Cured-In Place Pipe Services for American Rescue Plan Act Projects

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of Clay County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County.

Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light.

Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts. It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

**Inliner Soltuions, LLC**

Authorized Representative(s): \_\_\_\_\_

**Daniel Banken**

Signature Print Name/Title: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read 'Daniel Banken', is written over a horizontal line.

Daniel Banken, Area Director

Date: 03/17/2023

**ATTACHMENT F**  
**ARPA FEDERAL GUIDELINES**

## **COMPLIANCE WITH ARPA FEDERAL GUIDELINES**

1) The Contractor agrees to comply with the requirements of section 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, regulations adopted by the Treasury pursuant to section 603(f) of the Act, and guidance issued by the Treasury regarding the foregoing. To the extent applicable, the Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the Agreement. As used herein, the term "Contractor" means the vendor or other party to the Agreement with the County providing construction, labor, materials, professional services, and/or equipment to the County thereunder.

2) In performance of the Agreement, Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3) Equal Employment Opportunity. The Contractor shall comply with Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 C.F.R. Chapter 60. In accordance with 41 C.F.R. §60-1.4(b), the Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of the Agreement, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.
- b) 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.
- c) 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, sexual orientation, gender identity, or national origin.
- d) 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 a 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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 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.

- i) The Contractor will include provisions (a) through (i) 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.

4) Copeland Anti-Kickback Act. Contractor shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable to the services/work, which are incorporated herein by reference.

5) Davis-Bacon Act. Should the Agreement become subject to the Davis-Bacon Act, the Contractor agrees to comply with 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)).

6) Contract Work Hours and Safety Standards Act. The Contractor, as applied to the employment of mechanics and laborers, shall comply with 40 U.S.C. §§ 3702, as supplemented by the Department of Labor regulations at 29 C.F.R. part 5(b):

a) Overtime requirements: 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.

b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor, its contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, such Contractor, contractor(s) and subcontractor(s) shall be liable to the United States, 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 (a) of this section.



c) Withholding for unpaid wages and liquidated damages: The County or the State 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, contractor(s) or subcontractor(s) 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, contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) Subcontracts: The Contractor, contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7) Clean Air Act and Federal Water Pollution Control 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. 7401et seq. 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.

b) 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. 1251-1387. 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.

8) Energy Efficiency/Conservation (44 C.F.R. §13.36(i)(13)). The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9) Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. 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 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10) Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. 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 who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.

11) Domestic Preferences for Procurements 2 CFR §200.322. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**ATTACHMENT G**  
**APPENDIX II TO PART 200**

## **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to 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. The requirements of [40 U.S.C. 3704](#) are applicable 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

### **DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

\* Appendix II located in Code of Federal Regulations (CFR) Title 2 - Grants and Agreements Subtitle A - Office of Management and Budget Guidance for Grants and Agreements CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F - Audit Requirements Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards










# 2022-2023-193 CIPP Services - ARPA - Inliner Solutions

Final Audit Report

2023-05-08

Created:	2023-05-01
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
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