

AGREEMENT FOR CURED IN PLACE PIPE FOR PIPELINE REHABILITATION

(Piggy-Backing the Local Government Purchasing Cooperative BuyBoard Contract, Proposal No. 555-18, for Cured in Place Pipe for Pipeline Rehabilitation)

THIS AGREEMENT ("Agreement" hereafter) is made as of the _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and **INSITUFORM TECHNOLOGIES, LLC**, 17988 Edison Avenue Chesterfield, MO 63005, a company authorized to do business in the State of Florida with a local address at 9001 NW 97 Terrace, Suite F-1, Miami, FL 33178 ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY's Water Utility is in need of a qualified CONTRACTOR for Water Main Subaqueous Crossing Rehabilitation Services; and,

WHEREAS, on February 8, 2018, the Local Government Purchasing Cooperative (the "Cooperative") awarded a BuyBoard® contract for Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Proposal No. 555-18, to the CONTRACTOR (the "BuyBoard Contract"); and,

WHEREAS, the BuyBoard Contract has been extended through February 28, 2021; and

WHEREAS, the CITY is a member of the Cooperative and may utilize awarded BuyBoard contracts; and

WHEREAS, the CITY has reviewed the unit pricing from the BuyBoard Contract and determined that prices are competitive and will result in the best value to the CITY.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. BuyBoard Contract. The BuyBoard Contract (which includes all incorporated terms and conditions and all amendments executed by the Cooperative and the CONTRACTOR) is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.
3. Term. The term of this Agreement shall be consistent with the term of the BuyBoard Contract valid until February 28, 2021. If the BuyBoard Contract is extended beyond February 28, 2021, the CITY and CONTRACTOR may extend the term of this Agreement commensurate with that of the BuyBoard extension and the CITY Manager may execute such extension, provided the prices remain the same.
4. Work Orders.
 - A. The CITY's ordering mechanism for the work under this Agreement shall be a CITY issued Work Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the BuyBoard Contract shall take precedence over the terms and conditions stated in the CITY issued Work Order. The CONTRACTOR shall not provide any work under this Agreement without a

CITY issued Work Order specifically for this purpose, which shall include the applicable statement of work. The CONTRACTOR shall not perform work which is outside the scope of an issued Work Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Work Order to be paid to the CONTRACTOR. The pricing in each Work Order shall be consistent with the pricing set forth in the BuyBoard Contract. Each issued Work Order shall be incorporated into this Agreement and made a part hereof.

- B. This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the CONTRACTOR's proposal and shall be based on the unit pricing from the BuyBoard Contract, which are attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONTRACTOR's proposed work order and proposal, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. Depending on the lump sum amount of each work order, the work order may be awarded by the CITY Manager, if within their purchasing authority (currently not to exceed \$50,000), or the CITY Commission. If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the work order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement;
- b. The BuyBoard Contract; and,
- c. The CITY issued Work Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. INDEMNITY, INSURANCE AND BOND.
1. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature,

including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. Prior to commencing any services under an approved Work Order, the CONTRACTOR shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the CITY and CONTRACTOR. All such insurance policies may not be modified or terminated without the express written authorization of the CITY.

Type of Coverage

Amount of Coverage

Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
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Automobile (owned, non-owned, & hired)

\$ 1,000,000 single limits

Worker's Compensation

\$ statutory limits

The commercial general liability and automobile liability policies will name the CITY as an additional insured on a primary, non-contributory basis and proof of all insurance coverage shall be furnished to the CITY by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Agreement.

3. The CONTRACTOR shall provide a public construction bond in accordance with the provisions of section 255.05, Florida Statutes. The bond shall conform with the bond form attached hereto as **Exhibit "C"** or be in such substantially similar form as approved by the CITY. The bond shall be in an amount not less than the total approved Work Order price by a Surety Company acceptable to the CITY. The CONTRACTOR must provide the CITY with a fully executed, certified recorded copy (in the Official Records of Palm Beach County) of the bond prior to commencing any services under an approved Work Order. To be acceptable to the CITY as the Owner, a Surety Company shall comply with the following provisions:

- a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- b) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.
- e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- f) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - i. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - ii. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

K. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records or designee, provide the CITY 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY 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 CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

L. SCRUTINIZED COMPANIES.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in

business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

M. TIME AND TERMINATION.

1. Time for Completion. Time is of the essence in the performance of this Agreement. The CONTRACTOR shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in an approved Work Order.

2. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Agreement or an approved Work Order as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONTRACTOR or CITY shall resume its performance as soon as is reasonably possible. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the services and, if the CONTRACTOR's failure to perform was without its or its subcontractor's fault or negligence, the schedule and/or any other affected provision of this Agreement or Work Order may be revised accordingly, subject to the CITY's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary. CONTRACTOR shall only be entitled to an extension of time for a force majeure event.

3. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

4. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If

such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

5. Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONTRACTOR shall:

- a) Stop services on the date and to the extent specified including without limitation services of any subcontractors.
- b) Transfer all work in progress, completed work, and other materials related to the terminated services to the CITY in the format acceptable to CITY.
- c) Continue and complete all parts of the services that have not been terminated.

6. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the CITY is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify CONTRACTOR of such occurrence and either the CITY or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, CITY shall pay CONTRACTOR for all services performed under this Agreement through the date of termination.

- N. COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.
- O. FEDERAL AND STATE TAX. The CITY is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the CITY's Tax Exemption Number.
- P. NONDISCRIMINATION. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- Q. AUTHORITY TO PRACTICE. The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request.
- R. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than

those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- S. PUBLIC ENTITY CRIMES. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.
- T. NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to the CONTRACTOR, shall be sent to:

Insituform Technologies, LLC
9001 NW 97 Terrace, Suite F-1
Miami, FL 33178

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

- U. ENTIRETY OF AGREEMENT. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
- V. WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- W. PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the CITY reserves the right to contract with individuals or firms to provide the same or similar services.
- X. LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the CITY Commission. The Effective Date is the date this Agreement is executed by the CITY.

- Y. NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.
- Z. SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- AA. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The CITY may digitally sign this Agreement.
- BB. PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- CC. OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONTRACTOR in an approved CITY work order shall become the property of the CITY. The CONTRACTOR may keep copies or samples thereof and shall have the right to use the same for its own purposes. The CITY accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.
- DD. REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONTRACTOR, the undersigned hereby represents to the CITY that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONTRACTOR for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.
- EE. CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.
- FF. EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item,

service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

GG. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

HH. COPYRIGHTS AND/OR PATENT RIGHTS. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the CITY harmless from any and all liability, loss, or expense occasioned by any such violation.

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IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Cured in Place Pipe for Pipeline Rehabilitation utilizing BuyBoard Contract No. 555-18 as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **INSITUFORM TECHNOLOGIES, LLC**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who was physically present, as _____ (title), of **INSITUFORM TECHNOLOGIES, LLC**, a company, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT "A"
SAMPLE WORK ORDER

**AGREEMENT FOR CURED IN PLACE PIPE FOR PIPELINE REHABILITATION
(UTILIZING THE BUYBOARD NATIONAL PURCHASING COOPERATIVE
CONTRACT 555-18 CURED IN PLACE PIPE FOR PIPELINE REHABILITATION)**

WORK ORDER NO. _____

THIS WORK ORDER for General Contractor Related Services for Water Main Subaqueous Crossing Rehabilitation Services ("Work Order" hereafter) is made on the _____ between the **City of Lake Worth Beach**, a Florida municipal corporation ("City" hereafter) and **INSITUFORM TECHNOLOGIES, LLC**, a Company authorized to do business in Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to Water Main Subaqueous Crossing Rehabilitation project generally described as:

_____ (the "Project").

The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the CITY of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the CITY's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and

extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City _____ hundred dollars (\$_____.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$_____ (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the CITY:

_____.

5.0 Project Manager

The Project Manager for the Contractor is _____,
phone:_____; email: _____; and, the Project Manager
for _____ the _____ City is _____,
phone:_____; email:_____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the Agreement for Cured in Place Pipe (CIPP) for Pipeline Rehabilitation (utilizing the Local Government Purchasing Cooperative awarded BuyBoard Contract, Proposal No. 555-18) between the City of Lake Worth Beach and the Contractor, dated [REDACTED], 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____ DO NOT SIGN SAMPLE _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **INSITUFORM TECHNOLOGIES, LLC**

By: _____ DO NOT SIGN SAMPLE _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who was physically present, as _____ (title), of **INSITUFORM TECHNOLOGIES, LLC**, A Company, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “B”
Unit Pricing

555-18 Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Price Listing
Insituform Technologies, LLC

Section A - CIPP Mainline Rehabilitation Gravity Applications		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
1	6" x 4.5mm	1	LF	\$35.00	\$35.00
2	8" x 6.0mm	1	LF	\$30.00	\$30.00
3	10" x 6.0mm	1	LF	\$34.00	\$34.00
4	12" x 6.0mm	1	LF	\$45.00	\$45.00
5	15" x 7.5mm	1	LF	\$55.00	\$55.00
6	18" x 9.0mm	1	LF	\$65.00	\$65.00
7	21" x 9.0mm	1	LF	\$85.00	\$85.00
8	24" x 10.5mm	1	LF	\$105.00	\$105.00
9	27" x 10.5mm	1	LF	\$125.00	\$125.00
10	30" x 12.0mm	1	LF	\$135.00	\$135.00
11	33" x 12.0mm	1	LF	\$150.00	\$150.00
12	36" x 12.0mm	1	LF	\$180.00	\$180.00
13	42" x 13.5mm	1	LF	\$210.00	\$210.00
14	48" x 15.0mm	1	LF	\$310.00	\$310.00
15	54" x 18.0mm	1	LF	\$390.00	\$390.00
16	6" & 8" Additional 1.5mm	1	LF	\$1.00	\$1.00
17	10" & 12" Additional 1.5mm	1	LF	\$5.00	\$5.00
18	15" & 18" Additional 1.5mm	1	LF	\$15.00	\$15.00
19	21" & 24" Additional 1.5mm	1	LF	\$16.00	\$16.00
20	27" Additional 1.5mm	1	LF	\$20.00	\$20.00
21	30" Additional 1.5mm	1	LF	\$23.00	\$23.00
22	33" Additional 1.5mm	1	LF	\$26.00	\$26.00
23	36" Additional 1.5mm	1	LF	\$29.00	\$29.00
24	42" Additional 1.5mm	1	LF	\$33.00	\$33.00
25	48" Additional 1.5mm	1	LF	\$39.00	\$39.00
26	54" Additional 1.5mm	1	LF	\$46.00	\$46.00
27	6" - 12" CIPP Setup Charge Per Install Length	1	LF	\$15.00	\$15.00
28	15" - 21" CIPP Setup Charge Per Install Length	1	LF	\$25.00	\$25.00
29	24" - 36" CIPP Setup Charge Per Install Length	1	LF	\$35.00	\$35.00
30	36" or Larger CIPP Setup Charge Per Install Length	1	LF	\$50.00	\$50.00
31	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$3.00	\$3.00
32	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$5.00	\$5.00
33	Timber Matting for Large Diameter Setup	1	SY	\$10.00	\$10.00
34	CIPP Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$20.00	\$20.00
35	Non-Standard Resin System Add-On	1	IN/DIA/FT	\$20.00	\$20.00

Note: Any CIPP over 54" will be on an individual quote basis.

SUM TOTAL SECTION A: \$2,390.00

Section B - Pipebursting Rehabilitation		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
36	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	1	LF	\$55.00	\$55.00
37	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	1	LF	\$60.00	\$60.00
38	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	1	LF	\$60.00	\$60.00
39	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	1	LF	\$65.00	\$65.00
40	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	1	LF	\$75.00	\$75.00
41	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	1	LF	\$80.00	\$80.00
42	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	1	LF	\$85.00	\$85.00
43	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	1	LF	\$95.00	\$95.00
44	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	1	LF	\$100.00	\$100.00
45	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	1	LF	\$110.00	\$110.00
46	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	1	LF	\$130.00	\$130.00
47	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	1	LF	\$145.00	\$145.00
48	8" - 12" Pipeburst Setup Charge Per Install Length	1	LF	\$15.00	\$15.00
49	16" - 22" Pipeburst Setup Charge Per Install Length	1	LF	\$25.00	\$25.00
50	Pipeburst Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$20.00	\$20.00
51	Change Pipeburst Pipe to Potable Water Grade or Non-Standard Pipe Type Add-On	1	IN/DIA/FT	\$20.00	\$20.00
52	Pipeburst Lateral Setup Charge	1	EA	\$1,500.00	\$1,500.00
53	Pipeburst Lateral	1	LF	\$80.00	\$80.00

Note: Any pipebursting over 22", greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.

SUM TOTAL SECTION B: \$2,720.00

Section C - Bypass for Gravity Pipelines and Associated Items		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
54	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	\$15,000.00	\$15,000.00
55	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	\$25,000.00	\$25,000.00
56	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	\$50,000.00	\$50,000.00
57	Set Up 4" Pump (Per Pump)	1	EA	\$500.00	\$500.00
58	Set Up 6" Pump (Per Pump)	1	EA	\$1,250.00	\$1,250.00
59	Set Up 8" Pump (Per Pump)	1	EA	\$2,000.00	\$2,000.00
60	Set Up 12" Pump (Per Pump)	1	EA	\$3,000.00	\$3,000.00
61	Set Up 4" Piping	1	LF	\$8.00	\$8.00
62	Set Up 6" Piping	1	LF	\$20.00	\$20.00
63	Set Up 8" Piping	1	LF	\$30.00	\$30.00
64	Set Up 12" Piping	1	LF	\$40.00	\$40.00
65	Set Up 18" Piping	1	LF	\$55.00	\$55.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

66	Set Up >18" up to 30" Piping	1	LF	\$100.00	\$100.00
67	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	\$250.00	\$250.00
68	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	\$650.00	\$650.00
69	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	\$1,000.00	\$1,000.00
70	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	\$1,200.00	\$1,200.00
71	Bypass Pump watch labor	1	DAY	\$2,250.00	\$2,250.00
72	Bypass Line watch labor	1	DAY	\$2,000.00	\$2,000.00
73	Plug rental 8" - 15"	1	DAY	\$350.00	\$350.00
74	Plug rental 18" - 30"	1	DAY	\$750.00	\$750.00
75	Plug rental >30"	1	DAY	\$1,000.00	\$1,000.00
76	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	\$500.00	\$500.00
77	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	\$500.00	\$500.00
78	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$75.00	\$75.00
79	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$100.00	\$100.00
80	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$125.00	\$125.00
81	Bypass Plan (3rd Party Certified)	1	EA	\$2,800.00	\$2,800.00

SUM TOTAL SECTION C: \$20,553.00

Section D - Clean/TV & Evaluation for Gravity Pipelines

		Quantity	Unit	Unit Price	Extension
82	6" Clean and TV	1	LF	\$5.00	\$5.00
83	8" Clean and TV	1	LF	\$5.00	\$5.00
84	10" Clean and TV	1	LF	\$6.00	\$6.00
85	12" Clean and TV	1	LF	\$6.00	\$6.00
86	15" Clean and TV	1	LF	\$8.00	\$8.00
87	18" Clean and TV	1	LF	\$11.00	\$11.00
88	21" Clean and TV	1	LF	\$13.00	\$13.00
89	24" Clean and TV	1	LF	\$14.00	\$14.00
90	27" Clean and TV sanitary sewer	1	LF	\$16.00	\$16.00
91	30" Clean and TV sanitary sewer	1	LF	\$20.00	\$20.00
92	33" Clean and TV sanitary sewer	1	LF	\$24.00	\$24.00
93	36" Clean and TV sanitary sewer	1	LF	\$29.00	\$29.00
94	42" Clean and TV sanitary sewer	1	LF	\$36.00	\$36.00
95	48" Clean and TV sanitary sewer	1	LF	\$45.00	\$45.00
96	54" Clean and TV sanitary sewer	1	LF	\$54.00	\$54.00
97	6" - 18" Post TV Inspection After Rehabilitation	1	LF	\$2.00	\$2.00
98	21" - 36" Post TV Inspection After Rehabilitation	1	LF	\$3.00	\$3.00
99	42" or Larger Post TV Inspection After Rehabilitation	1	LF	\$5.00	\$5.00
100	Re-setup for TV Due to Point Repairs	1	EA	\$150.00	\$150.00
101	Root/Grease removal 6" - 12"	1	LF	\$5.00	\$5.00
102	Root/Grease removal 13" - 18"	1	LF	\$10.00	\$10.00
103	Root/Grease removal 18" - 24"	1	LF	\$15.00	\$15.00
104	Other Remote Obstruction removal (max. 3 lf)	1	EA	\$1,500.00	\$1,500.00
105	Above Ground Physical Inspection	1	LF	\$2.00	\$2.00
106	Smoke Testing	1	LF	\$1.50	\$1.50
107	Manhole/Cleanout & Sewer Line Visual Inspection	1	EA	\$200.00	\$200.00
108	GPS Survey of Manholes & Cleanouts	1	EA	\$250.00	\$250.00
109	Dyed Water Flooding/Leak Quantification & Evaluation	1	EA	\$100.00	\$100.00
110	Investigative Float TV - All Sizes	1	LF	\$15.00	\$15.00

SUM TOTAL SECTION D: \$2,550.50

Section E - Excavation

		Quantity	Unit	Unit Price	Extension
111	8" - 12" Point repair (0'- 8' deep)	1	EA	\$4,250.00	\$4,250.00
112	8" - 12" Point repair (8'- 12' deep)	1	EA	\$4,750.00	\$4,750.00
113	15" - 18" Point repair (0'-8' deep)	1	EA	\$5,200.00	\$5,200.00
114	15" - 18" Point repair (8'-12' deep)	1	EA	\$5,950.00	\$5,950.00
115	21" - 24" Point repair (0'-8' deep)	1	EA	\$6,500.00	\$6,500.00
116	21" - 24" Point repair (8'-12' deep)	1	EA	\$7,500.00	\$7,500.00
117	8" - 12" Point repair extra length	1	LF	\$150.00	\$150.00
118	15" - 18" Point repair extra length	1	LF	\$250.00	\$250.00
119	21" - 24" Point repair extra length	1	LF	\$400.00	\$400.00
120	External reconnect (0'- 8' deep)	1	EA	\$1,250.00	\$1,250.00
121	External reconnect (8'- 12' deep)	1	EA	\$1,750.00	\$1,750.00
122	Extra length service over 5' long	1	LF	\$45.00	\$45.00
123	Access Pit (0'-8' deep)	1	EA	\$2,500.00	\$2,500.00
124	Access Pit (8'-12' deep)	1	EA	\$4,000.00	\$4,000.00
125	Access Pit (>12'-15' deep)	1	EA	\$25,000.00	\$25,000.00
126	Access Pit (>15'-20' deep)	1	EA	\$40,000.00	\$40,000.00
127	Extra Depth Access Pit (>20VF)	1	VF	\$5,000.00	\$5,000.00
128	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	\$1,500.00	\$1,500.00
129	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	\$2,000.00	\$2,000.00
130	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	\$3,000.00	\$3,000.00
131	Trench safety	1	LF	\$10.00	\$10.00
132	Modified Trench safety (other than conventional shore boxes)	1	VF	\$500.00	\$500.00
133	Install New 4' DIA manhole 0' - 6' deep	1	EA	\$5,000.00	\$5,000.00
134	Extra depth 4' DIA manhole over 6' deep	1	VF	\$450.00	\$450.00
135	Install WW Access Chamber	1	EA	\$5,000.00	\$5,000.00
136	Remove existing MH 0'-6' deep	1	EA	\$2,500.00	\$2,500.00
137	Extra depth Remove existing MH >6' deep	1	VF	\$500.00	\$500.00

138	Reconstruct external MH drop	1	EA	\$7,500.00	\$7,500.00
139	Cement stabilized sand	1	Ton	\$50.00	\$50.00
140	Granular backfill	1	Ton	\$45.00	\$45.00
141	Flowable Fill	1	CY	\$125.00	\$125.00
142	Select backfill as designated by Owner	1	Ton	\$75.00	\$75.00
143	Dewatering setup (well pointing)	1	EA	\$10,000.00	\$10,000.00
144	Well point	1	LF	\$750.00	\$750.00
145	Construction entrance	1	EA	\$5,000.00	\$5,000.00
146	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	\$75.00	\$75.00
147	Extra hand excavation	1	CY	\$75.00	\$75.00
148	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	\$200.00	\$200.00
149	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	\$250.00	\$250.00
150	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	\$325.00	\$325.00
151	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	\$400.00	\$400.00
152	Open Cut Extra Depth Add-On	1	LF	\$200.00	\$200.00

Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.

SUM TOTAL SECTION E: \$160,025.00

Section F - Additional Associated Items

		Quantity	Unit	Unit Price	Extension
153	Internal reconnects	1	EA	\$275.00	\$275.00
154	Man Entry Internal reconnects	1	EA	\$750.00	\$750.00
155	Remove and replace cleanout	1	EA	\$3,000.00	\$3,000.00
156	Repair/Rehab 2" Asphalt pavement	1	SY	\$150.00	\$150.00
157	Repair/Rehab 8" Flex base	1	SY	\$75.00	\$75.00
158	Repair/Rehab 8" Concrete pavement	1	SY	\$275.00	\$275.00
159	Repair/Rehab 6" Concrete driveway	1	SF	\$50.00	\$50.00
160	Repair/Rehab 4" Concrete sidewalk	1	SF	\$30.00	\$30.00
161	Repair/Rehab Concrete curb and gutter	1	LF	\$50.00	\$50.00
162	Sod	1	SY	\$20.00	\$20.00
163	Repair/Rehab chain link fence with new	1	LF	\$50.00	\$50.00
164	Repair/Rehab wooden fence with new	1	LF	\$50.00	\$50.00
165	Traffic control	1	Day	\$1,000.00	\$1,000.00
166	Traffic control - TXDOT or other State governed agency	1	Day	\$2,500.00	\$2,500.00
167	Flagmen	1	HR	\$40.00	\$40.00
168	Traffic Guard - Shadow Vehicle	1	Day	\$1,500.00	\$1,500.00
169	Lighted Arrow Board (Per Arrow Board)	1	Day	\$250.00	\$250.00
170	Traffic Control Plan (3rd Party Certified)	1	EA	\$3,000.00	\$3,000.00
171	Crane w/ Operator	1	Day	\$5,000.00	\$5,000.00

SUM TOTAL SECTION F: \$18,065.00

Section G - HDPE Tight Fitting Liner (IPS diameters)

		Quantity	Unit	Unit Price	Extension
172	2" x DR 32.5 Installation of pipe	1	LF	\$14.00	\$14.00
173	4" x DR 32.5 Installation of pipe	1	LF	\$18.00	\$18.00
174	6" x DR 32.5 Installation of pipe	1	LF	\$27.00	\$27.00
175	8" x DR 32.5 Installation of pipe	1	LF	\$36.00	\$36.00
176	10" x DR 32.5 Installation of pipe	1	LF	\$49.00	\$49.00
177	12" x DR 32.5 Installation of pipe	1	LF	\$63.00	\$63.00
178	15" x DR 32.5 Installation of pipe	1	LF	\$76.00	\$76.00
179	18" x DR 32.5 Installation of pipe	1	LF	\$81.00	\$81.00
180	21" x DR 32.5 Installation of pipe	1	LF	\$93.00	\$93.00
181	24" x DR 32.5 Installation of pipe	1	LF	\$103.00	\$103.00
182	27" x DR 32.5 Installation of pipe	1	LF	\$117.00	\$117.00
183	30" x DR 32.5 Installation of pipe	1	LF	\$134.00	\$134.00
184	33" x DR 32.5 Installation of pipe	1	LF	\$147.00	\$147.00
185	36" x DR 32.5 Installation of pipe	1	LF	\$156.00	\$156.00
186	42" x DR 32.5 Installation of pipe	1	LF	\$179.00	\$179.00
187	48" x DR 32.5 Installation of pipe	1	LF	\$206.00	\$206.00
188	2" to 4" DR standard drop increment (wall increase) PE80 grade	1	LF	\$1.00	\$1.00
189	2" to 4" DR standard drop increment (wall increase) PE100 grade	1	LF	\$1.00	\$1.00
190	5" to 8" DR standard drop increment (wall increase) PE80 grade	1	LF	\$1.00	\$1.00
191	5" to 8" DR standard drop increment (wall increase) PE100 grade	1	LF	\$1.00	\$1.00
192	10" & 12" DR standard drop increment (wall increase) PE80 grade	1	LF	\$1.00	\$1.00
193	10" & 12" DR standard drop increment (wall increase) PE100 grade	1	LF	\$2.00	\$2.00
194	13" to 16" DR standard drop increment (wall increase) PE80 grade	1	LF	\$3.00	\$3.00
195	13" to 16" DR standard drop increment (wall increase) PE100 grade	1	LF	\$3.00	\$3.00
196	18" to 20" DR standard drop increment (wall increase) PE80 grade	1	LF	\$3.00	\$3.00
197	18" to 20" DR standard drop increment (wall increase) PE100 grade	1	LF	\$5.00	\$5.00
198	21" to 24" DR standard drop increment (wall increase) PE80 grade	1	LF	\$5.00	\$5.00
199	21" to 24" DR standard drop increment (wall increase) PE100 grade	1	LF	\$7.00	\$7.00
200	26" to 30" DR standard drop increment (wall increase) PE80 grade	1	LF	\$8.00	\$8.00
201	26" to 30" DR standard drop increment (wall increase) PE100 grade	1	LF	\$11.00	\$11.00
202	32" to 36" DR standard drop increment (wall increase) PE80 grade	1	LF	\$12.00	\$12.00
203	32" to 36" DR standard drop increment (wall increase) PE100 grade	1	LF	\$16.00	\$16.00
204	42" to 48" DR standard drop increment (wall increase) PE80 grade	1	LF	\$22.00	\$22.00
205	42" to 48" DR standard drop increment (wall increase) PE100 grade	1	LF	\$32.00	\$32.00
206	2" to 4" Polyethylene flange	1	EA	\$89.00	\$89.00
207	5" to 8" Polyethylene flange	1	EA	\$179.00	\$179.00
208	10" & 12" Polyethylene flange	1	EA	\$268.00	\$268.00

209	13" to 16" Polyethylene flange	1	EA	\$357.00	\$357.00
210	18" to 20" Polyethylene flange	1	EA	\$446.00	\$446.00
211	21" to 24" Polyethylene flange	1	EA	\$536.00	\$536.00
212	26" to 30" Polyethylene flange	1	EA	\$714.00	\$714.00
213	32" to 36" Polyethylene flange	1	EA	\$1,160.00	\$1,160.00
214	42" to 48" Polyethylene flange	1	EA	\$1,428.00	\$1,428.00
215	2" to 12" Tite Liner set-up charge Per Install Length	1	LF	\$14.00	\$14.00
216	13" to 24" Tite Liner set-up charge Per Install Length	1	LF	\$22.00	\$22.00
217	26" to 48" Tite Liner set-up charge Per Install Length	1	LF	\$45.00	\$45.00

SUM TOTAL SECTION G: \$6,891.00

Section H - Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
218	30" Basic Repair	1	LF	\$4,440.00	\$4,440.00
219	30" Additional GFRP Layer	1	LF	\$162.50	\$162.50
220	30" Additional CFRP Layer	1	LF	\$187.50	\$187.50
221	36" Basic Repair	1	LF	\$4,636.00	\$4,636.00
222	36" Additional GFRP Layer	1	LF	\$191.50	\$191.50
223	36" Additional CFRP Layer	1	LF	\$273.00	\$273.00
224	42" Basic Repair	1	LF	\$4,972.00	\$4,972.00
225	42" Additional GFRP Layer	1	LF	\$220.00	\$220.00
226	42" Additional CFRP Layer	1	LF	\$358.50	\$358.50
227	48" Basic Repair	1	LF	\$5,143.00	\$5,143.00
228	48" Additional GFRP Layer	1	LF	\$245.50	\$245.50
229	48" Additional CFRP Layer	1	LF	\$390.50	\$390.50
230	54" Basic Repair	1	LF	\$5,418.00	\$5,418.00
231	54" Additional GFRP Layer	1	LF	\$515.00	\$515.00
232	54" Additional CFRP Layer	1	LF	\$659.50	\$659.50
233	60" Basic Repair	1	LF	\$5,823.00	\$5,823.00
234	60" Additional GFRP Layer	1	LF	\$534.50	\$534.50
235	60" Additional CFRP Layer	1	LF	\$727.50	\$727.50
236	66" Basic Repair	1	LF	\$5,988.00	\$5,988.00
237	66" Additional GFRP Layer	1	LF	\$553.50	\$553.50
238	66" Additional CFRP Layer	1	LF	\$796.00	\$796.00
239	72" Basic Repair	1	LF	\$6,162.00	\$6,162.00
240	72" Additional GFRP Layer	1	LF	\$579.50	\$579.50
241	72" Additional CFRP Layer	1	LF	\$827.00	\$827.00
242	84" Basic Repair	1	LF	\$6,795.50	\$6,795.50
243	84" Additional GFRP Layer	1	LF	\$636.50	\$636.50
244	84" Additional CFRP Layer	1	LF	\$899.00	\$899.00
245	96" Basic Repair	1	LF	\$7,209.00	\$7,209.00
246	96" Additional GFRP Layer	1	LF	\$707.00	\$707.00
247	96" Additional CFRP Layer	1	LF	\$965.00	\$965.00

Note: Any FRP pipe repair above 96" is on an individual quote basis.

SUM TOTAL SECTION H: \$67,015.50

Section I - CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipe**Potable Pressure Pipelines**

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
248	6" Installation of Pressure Pipe Lining	1	LF	\$120.00	\$120.00
249	8" Installation of Pressure Pipe Lining	1	LF	\$135.00	\$135.00
250	10" Installation of Pressure Pipe Lining	1	LF	\$150.00	\$150.00
251	12" Installation of Pressure Pipe Lining	1	LF	\$180.00	\$180.00
252	15" Installation of Pressure Pipe Lining	1	LF	\$240.00	\$240.00
253	18" Installation of Pressure Pipe Lining	1	LF	\$270.00	\$270.00
254	21" Installation of Pressure Pipe Lining	1	LF	\$300.00	\$300.00
255	24" Installation of Pressure Pipe Lining	1	LF	\$360.00	\$360.00
256	27" Installation of Pressure Pipe Lining	1	LF	\$420.00	\$420.00
257	30" Installation of Pressure Pipe Lining	1	LF	\$450.00	\$450.00
258	36" Installation of Pressure Pipe Lining	1	LF	\$550.00	\$550.00

Non-Potable Pressure Pipelines

259	6" Reinforced Pressure Pipe Lining	1	LF	\$105.00	\$105.00
260	8" Reinforced Pressure Pipe Lining	1	LF	\$120.00	\$120.00
261	10" Reinforced Pressure Pipe Lining	1	LF	\$135.00	\$135.00
262	12" Reinforced Pressure Pipe Lining	1	LF	\$165.00	\$165.00
263	15" Reinforced Pressure Pipe Lining	1	LF	\$225.00	\$225.00
264	18" Reinforced Pressure Pipe Lining	1	LF	\$245.00	\$245.00
265	21" Reinforced Pressure Pipe Lining	1	LF	\$270.00	\$270.00
266	24" Reinforced Pressure Pipe Lining	1	LF	\$325.00	\$325.00
267	27" Reinforced Pressure Pipe Lining	1	LF	\$375.00	\$375.00
268	30" Reinforced Pressure Pipe Lining	1	LF	\$430.00	\$430.00
269	36" Reinforced Pressure Pipe Lining	1	LF	\$540.00	\$540.00
269	6" Installation of End Seal	1	EA	\$2,000.00	\$2,000.00
270	8" Installation of End Seal	1	EA	\$2,000.00	\$2,000.00
271	10" Installation of End Seal	1	EA	\$2,000.00	\$2,000.00
272	12" Installation of End Seal	1	EA	\$2,000.00	\$2,000.00
273	15" Installation of End Seal	1	EA	\$2,500.00	\$2,500.00
274	18" Installation of End Seal	1	EA	\$2,500.00	\$2,500.00
275	21" Installation of End Seal	1	EA	\$2,500.00	\$2,500.00
276	24" Installation of End Seal	1	EA	\$3,000.00	\$3,000.00
277	27" Installation of End Seal	1	EA	\$3,000.00	\$3,000.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

278	30" Installation of End Seal	1	EA	\$3,000.00	\$3,000.00
279	36" Installation of End Seal	1	EA	\$4,500.00	\$4,500.00
280	6" to 12" System set-up charge Per Install Length	1	LF	\$20.00	\$20.00
281	15" to 24" System set-up charge Per Install Length	1	LF	\$30.00	\$30.00
282	24" to 30" System set-up charge Per Install Length	1	LF	\$50.00	\$50.00
283	Internal Reconnect for CIPP Pressure Pipe	1	EA	\$1,000.00	\$1,000.00
284	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	\$5,000.00	\$5,000.00
285	15" to 21" Install Spool Piece for Pressure Pipe	1	EA	\$7,500.00	\$7,500.00
286	24" to 30" Install Spool Piece for Pressure Pipe	1	EA	\$10,000.00	\$10,000.00
287	36" Install Spool Piece for Pressure Pipe (up to 20LF)	1	EA	\$30,000.00	\$30,000.00

Note: Any pressure pipe lining above 36" is on an individual quote basis.

SUM TOTAL SECTION I: \$58,710.00

Section J - Pressure Pipeline Bypass

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
288	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	1	LF	\$37.00	\$37.00
289	Connection of each service from 2"- 4" AWWA approved bypass	1	EA	\$430.00	\$430.00
290	Operation of 2"- 4" AWWA approved bypass	1	Day	\$468.00	\$468.00
291	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	1	LF	\$47.00	\$47.00
292	Connection of each service from 6"- 8" AWWA approved bypass	1	EA	\$468.00	\$468.00
293	Operation of 6"- 8" AWWA approved bypass	1	Day	\$702.00	\$702.00
294	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	1	LF	\$56.00	\$56.00
295	Connection of each service from 10"- 12" AWWA approved bypass	1	EA	\$468.00	\$468.00
296	Operation of 10"- 12" AWWA approved bypass	1	Day	\$1,169.00	\$1,169.00
297	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	1	LF	\$141.00	\$141.00
298	Connection of each service from 13"- 19" AWWA approved bypass	1	EA	\$468.00	\$468.00
299	Operation of 13"- 19" AWWA approved bypass	1	Day	\$1,403.00	\$1,403.00
300	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	1	EA	\$187.00	\$187.00
301	Connection of each service from 20"- 24" AWWA approved bypass	1	EA	\$655.00	\$655.00
302	Operation of 20"- 24" AWWA approved bypass	1	Day	\$1,403.00	\$1,403.00

SUM TOTAL SECTION J: \$8,102.00

Section K - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
303	6" Cleaning with pressure propelled pigs	1	LF	\$13.00	\$13.00
304	8" Cleaning with pressure propelled pigs	1	LF	\$13.00	\$13.00
305	10" Cleaning with pressure propelled pigs	1	LF	\$13.00	\$13.00
306	12" Cleaning with pressure propelled pigs	1	LF	\$13.00	\$13.00
307	15" Cleaning with pressure propelled pigs	1	LF	\$17.00	\$17.00
308	18" Cleaning with pressure propelled pigs	1	LF	\$17.00	\$17.00
309	21" Cleaning with pressure propelled pigs	1	LF	\$17.00	\$17.00
310	24" Cleaning with pressure propelled pigs	1	LF	\$21.00	\$21.00
301	30" Cleaning with pressure propelled pigs	1	LF	\$25.00	\$25.00
302	36" Cleaning with pressure propelled pigs	1	LF	\$30.00	\$30.00
302	6" Set up, Install and Remove Pig Launcher	1	EA	\$5,000.00	\$5,000.00
303	8" Set up, Install and Remove Pig Launcher	1	EA	\$5,000.00	\$5,000.00
304	10" Set up, Install and Remove Pig Launcher	1	EA	\$5,000.00	\$5,000.00
305	12" Set up, Install and Remove Pig Launcher	1	EA	\$5,000.00	\$5,000.00
306	15" Set up, Install and Remove Pig Launcher	1	EA	\$10,000.00	\$10,000.00
307	18" Set up, Install and Remove Pig Launcher	1	EA	\$10,000.00	\$10,000.00
308	21" Set up, Install and Remove Pig Launcher	1	EA	\$18,000.00	\$18,000.00
309	24" Set up, Install and Remove Pig Launcher	1	EA	\$18,000.00	\$18,000.00
310	30" Set up, Install and Remove Pig Launcher	1	EA	\$18,000.00	\$18,000.00
311	36" Set up, Install and Remove Pig Launcher	1	EA	\$25,000.00	\$25,000.00
312	6" Cleaning with scrapers or other attached tools	1	LF	\$21.00	\$21.00
313	8" Cleaning with scrapers or other attached tools	1	LF	\$21.00	\$21.00
314	10" Cleaning with scrapers or other attached tools	1	LF	\$21.00	\$21.00
315	12" Cleaning with scrapers or other attached tools	1	LF	\$21.00	\$21.00
316	15" Cleaning with scrapers or other attached tools	1	LF	\$26.00	\$26.00
317	18" Cleaning with scrapers or other attached tools	1	LF	\$26.00	\$26.00
318	21" Cleaning with scrapers or other attached tools	1	LF	\$26.00	\$26.00
319	24" Cleaning with scrapers or other attached tools	1	LF	\$34.00	\$34.00
320	30" Cleaning with scrapers or other attached tools	1	LF	\$40.00	\$40.00
321	36" Cleaning with scrapers or other attached tools	1	LF	\$50.00	\$50.00
322	6" Pressure pipe inspection	1	LF	\$3.00	\$3.00
323	8" Pressure pipe inspection	1	LF	\$3.00	\$3.00
324	10" Pressure pipe inspection	1	LF	\$4.00	\$4.00
325	12" Pressure pipe inspection	1	LF	\$4.00	\$4.00
326	15" Pressure pipe inspection	1	LF	\$4.00	\$4.00
327	18" Pressure pipe inspection	1	LF	\$6.00	\$6.00
328	21" Pressure pipe inspection	1	LF	\$6.00	\$6.00
329	24" Pressure pipe inspection	1	LF	\$6.00	\$6.00
330	30" Pressure pipe inspection	1	LF	\$8.00	\$8.00
331	36" Pressure pipe inspection	1	LF	\$10.00	\$10.00
332	Tuberculation Removal (Pressure & Gravity Pipelines)	1	IN/DIA/LF	\$4.00	\$4.00

Note: Any line cleaning and inspection of pressure pipe over 36" is on an individual quote basis.

SUM TOTAL SECTION K: \$119,523.00

Section L - Gravity Sewer Lateral Renewal Systems

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
333	4"-6" Internal installation and cure of "T" shaped structure (from main <12"dia)	1	EA	\$3,400.00	\$3,400.00
334	4"-6" Internal installation and cure of top hat shaped structure (from main <12"dia)	1	EA	\$2,975.00	\$2,975.00

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335	4"-6" Installation and cure of structural lateral liner from main <12" dia.	1	LF	\$425.00	\$425.00
336	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$425.00	\$425.00
337	4"-6" Set-up for installations of <20 each total	1	EA	\$850.00	\$850.00
338	4"-6" Set-up for installations of 20-50 each total	1	EA	\$425.00	\$425.00
339	4"-6" Set-up for installations of 50-150 each total	1	EA	\$1.00	\$1.00
340	4"-6" Set-up for installations of 50-150 each total (>150 no set-up will apply)	1	EA	\$1.00	\$1.00

SUM TOTAL SECTION L: \$8,502.00

Section M - Manhole, Access Portals and Wet Well Renewal Systems

		Quantity	Unit	Unit Price	Extension
341	All Sizes Installation and cure of manhole lining structure depth <10 vf	1	SQFT	\$75.00	\$75.00
342	All Sizes Installation and cure of manhole lining structure depth +10 vf <20 vf	1	SQFT	\$75.00	\$75.00
343	All Sizes Installation and cure of manhole lining structure depth +20 vf <40 vf	1	SQFT	\$75.00	\$75.00
344	All Sizes Set-up for install and cure of manhole lining structure <1000 sq ft	1	SQFT	\$10.00	\$10.00
345	All Sizes Installation of Manhole Chimney Seal	1	EA	\$600.00	\$600.00
346	New manhole frame and cover	1	EA	\$1,000.00	\$1,000.00
347	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)	1	EA	\$1,500.00	\$1,500.00
348	Adjust manhole frame and cover	1	EA	\$1,500.00	\$1,500.00
348.5	Manhole or Structure Surface Prep by Sandblasting	1	SF	\$21.00	\$21.00
349	Manhole Rehabilitation - cementitious	1	SQFT	\$20.00	\$20.00
350	Manhole Rehabilitation - epoxy	1	SQFT	\$30.00	\$30.00
349	Manhole, Pipe or Other Structures - Geo Polymer Rehabilitation	1	SQFT	\$125.00	\$125.00
350	Manhole Rehabilitation - modified polymer	1	SQFT	\$30.00	\$30.00
351	Manhole Bench Rehabilitation - cementitious	1	SQFT	\$35.00	\$35.00
352	Manhole Bench Rehabilitation - epoxy/modified polymer	1	SQFT	\$40.00	\$40.00
353	Manhole Bench Rebuild	1	EA	\$750.00	\$750.00
354	Mechanical Repairs (per person)	1	HR	\$250.00	\$250.00

SUM TOTAL SECTION M: \$6,136.00

Section N - Crew Travel & Mobilization

		Quantity	Unit	Unit Price	Extension
355	Travel and Mobilization- Texas	1	EA	\$7,500.00	\$7,500.00
356	Travel and Mobilization- States Other Than Texas	1	EA	\$10,000.00	\$10,000.00

SUM TOTAL SECTION N: \$17,500.00

Section O - All Other Underground Construction Items and Supplemental Items for This Contract

357	Internal Point Repair CIPP 6"-8" (Up to 8 LF)	1	EA	\$7,000.00	\$7,000.00
358	Internal Point Repair CIPP 10"-12" (Up to 8 LF)	1	EA	\$8,000.00	\$8,000.00
359	Internal Point Repair CIPP 15"-18" (Up to 8 LF)	1	EA	\$10,000.00	\$10,000.00
357	Internal Point Repair CIPP 21"-24" (Up to 8 LF)	1	EA	\$13,000.00	\$13,000.00
358	Internal Point Repair CIPP 27"-33" (Up to 8 LF)	1	EA	\$15,000.00	\$15,000.00
359	Internal Point Repair CIPP 36"- 42" (Up to 8 LF)	1	EA	\$25,000.00	\$25,000.00
360	Internal Point Repair Mechanical 6"-8" (Up to 6 LF)	1	EA	\$3,000.00	\$3,000.00
361	Internal Point Repair Mechanical 10"-12" (Up to 6 LF)	1	EA	\$5,000.00	\$5,000.00
362	Internal Point Repair Mechanical 15"-18" (Up to 6 LF)	1	EA	\$7,500.00	\$7,500.00
363	Internal Point Repair Mechanical 21"-24" (Up to 6 LF)	1	EA	\$10,000.00	\$10,000.00
364	Internal Point Repair Mechanical 27"-33" (Up to 6 LF)	1	EA	\$15,000.00	\$15,000.00
365	Internal Point Repair Mechanical 36"- 42" (Up to 6 LF)	1	EA	\$25,000.00	\$25,000.00
366	Internal Point Repair Mechanical or Other Method up to 108" Nominal Diameter (Up to 6 LF)	1	EA	\$40,000.00	\$40,000.00
367	Large Diameter Invert Repair Interior (Flow Fill or Other Material)	1	CF	\$125.00	\$125.00
368	Void Filling Exterior of Pipe or Structure (Flow Fill or Other Material)	1	CF	\$150.00	\$150.00
369	Pipe or Other Confined Space Man Entry Safety System	1	DAY	\$1,500.00	\$1,500.00
370	Confined Space Man Entry Safety Plan (3rd Party Certified)	1	EA	\$5,000.00	\$5,000.00

SUM TOTAL SECTION O: \$6,500.00

Section P - Fusible PVC Installation by HDD or Other Means

371	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$30.00	\$30.00
372	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$30.00	\$30.00
373	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$50.00	\$50.00
374	2"-4" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$50.00	\$50.00
375	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$8.00	\$8.00
376	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$30.00	\$30.00
377	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$30.00	\$30.00
378	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$50.00	\$50.00
379	6"-8" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$50.00	\$50.00
380	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$10.00	\$10.00
381	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$35.00	\$35.00
382	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$35.00	\$35.00
383	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
384	10"-12" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
385	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$12.00	\$12.00
386	14"-18" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
387	14"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
388	14"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
389	14"-18" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
390	14"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$15.00	\$15.00
391	20"- 24" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
392	20"- 24" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
393	20"- 24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

394	20" - 24" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
395	20" - 24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$18.00	\$18.00
396	27" - 36" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
397	27" - 36" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
398	27" - 36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
399	27" - 36" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
400	27" - 36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$21.00	\$21.00
401	2"-4" Set-up for contiguous lengths <150 lf	1	LS	\$5,000.00	\$5,000.00
402	6"-8" Set-up for contiguous lengths <150 lf	1	LS	\$5,000.00	\$5,000.00
403	10"-12" Set-up for contiguous lengths <150 lf	1	LS	\$7,500.00	\$7,500.00
404	14"-18" Set-up for contiguous lengths <150 lf	1	LS	\$10,000.00	\$10,000.00
405	20"-24" Set-up for contiguous lengths <150 lf	1	LS	\$15,000.00	\$15,000.00
406	27"-36" Set-up for contiguous lengths <150 lf	1	LS	\$20,000.00	\$20,000.00
407	All Sizes Increase for extraordinary drilling conditions (may be applied to each dia.)	1	IN/DIA/LF	\$12.00	\$12.00
408	4" DR 14 DIPS Fusible PVC®	1	LF	\$6.00	\$6.00
409	4" DR 18 DIPS Fusible PVC®	1	LF	\$5.00	\$5.00
410	6" DR 14 DIPS Fusible PVC®	1	LF	\$12.00	\$12.00
411	6" DR 18 DIPS Fusible PVC®	1	LF	\$10.00	\$10.00
412	6" DR 25 DIPS Fusible PVC®	1	LF	\$7.00	\$7.00
413	8" DR 14 DIPS Fusible PVC®	1	LF	\$21.00	\$21.00
414	8" DR 18 DIPS Fusible PVC®	1	LF	\$16.00	\$16.00
415	8" DR 25 DIPS Fusible PVC®	1	LF	\$12.00	\$12.00
416	10" DR 14 DIPS Fusible PVC®	1	LF	\$31.00	\$31.00
417	10" DR 18 DIPS Fusible PVC®	1	LF	\$25.00	\$25.00
418	10" DR 25 DIPS Fusible PVC®	1	LF	\$18.00	\$18.00
419	12" DR 14 DIPS Fusible PVC®	1	LF	\$44.00	\$44.00
420	12" DR 18 DIPS Fusible PVC®	1	LF	\$35.00	\$35.00
421	12" DR 25 DIPS Fusible PVC®	1	LF	\$25.00	\$25.00
422	14" DR 14 DIPS Fusible PVC®	1	LF	\$58.00	\$58.00
423	14" DR 18 DIPS Fusible PVC®	1	LF	\$46.00	\$46.00
424	14" DR 21 DIPS Fusible PVC®	1	LF	\$40.00	\$40.00
425	14" DR 25 DIPS Fusible PVC®	1	LF	\$34.00	\$34.00
426	16" DR 14 DIPS Fusible PVC®	1	LF	\$81.00	\$81.00
427	16" DR 18 DIPS Fusible PVC®	1	LF	\$60.00	\$60.00
428	16" DR 21 DIPS Fusible PVC®	1	LF	\$52.00	\$52.00
429	16" DR 25 DIPS Fusible PVC®	1	LF	\$44.00	\$44.00
430	18" DR 18 DIPS Fusible PVC®	1	LF	\$80.00	\$80.00
431	18" DR 21 DIPS Fusible PVC®	1	LF	\$69.00	\$69.00
432	18" DR 25 DIPS Fusible PVC®	1	LF	\$58.00	\$58.00
433	20" DR 14 DIPS Fusible PVC®	1	LF	\$123.00	\$123.00
434	20" DR 18 DIPS Fusible PVC®	1	LF	\$98.00	\$98.00
435	20" DR 21 DIPS Fusible PVC®	1	LF	\$84.00	\$84.00
436	20" DR 25 DIPS Fusible PVC®	1	LF	\$71.00	\$71.00
437	24" DR 18 DIPS Fusible PVC®	1	LF	\$139.00	\$139.00
438	24" DR 21 DIPS Fusible PVC®	1	LF	\$120.00	\$120.00
439	24" DR 25 DIPS Fusible PVC®	1	LF	\$102.00	\$102.00
440	24" DR 32.5 DIPS Fusible PVC®	1	LF	\$79.00	\$79.00
441	30" DR 21 DIPS Fusible PVC®	1	LF	\$196.00	\$196.00
442	30" DR 25 DIPS Fusible PVC®	1	LF	\$166.00	\$166.00
443	30" DR 32.5 DIPS Fusible PVC®	1	LF	\$129.00	\$129.00
444	36" DR 21 DIPS Fusible PVC®	1	LF	\$281.00	\$281.00
445	36" DR 25 DIPS Fusible PVC®	1	LF	\$238.00	\$238.00
446	36" DR 32.5 DIPS Fusible PVC®	1	LF	\$185.00	\$185.00
447	Freight for Fusible PVC®	1	Per Truck	\$2,500.00	\$2,500.00
448	Mobilization/Demobilization for Fusible PVC®	1	Per Event	\$5,000.00	\$5,000.00
449	Fusion Services for 4"-12" Fusible PVC®	1	Day	\$1,450.00	\$1,450.00
450	Fusion Services for 14"-16" Fusible PVC®	1	Day	\$1,650.00	\$1,650.00
451	Fusion Services for 18"- 24" Fusible PVC®	1	Day	\$1,950.00	\$1,950.00
452	Fusion Services for 30"- 36" Fusible PVC®	1	Day	\$2,500.00	\$2,500.00
SUM TOTAL SECTION P:					\$81,616.00
Section Q - Right-of-Way Maintenance					
453	ROW Clearing - up to 20 feet wide	1	LF	\$20.00	\$20.00
454	ROW Maintenance - up to 20 feet wide	1	LF	\$10.00	\$10.00
455	Install 14' Gate	1	EA	\$5,000.00	\$5,000.00
456	Technical Field Support	1	HR	\$150.00	\$150.00
SUM TOTAL SECTION P:					\$5,180.00
Attachment "A" RS Means Current Edition Facilities Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN					
			Multiplier	1.00	
Attachment "B" RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN					
			Multiplier	1.00	
TOTAL ALL SECTIONS A-P:					\$591,979.00
COMPANY NAME: Insituform Technologies, LLC					

Signature of Authorized Official: _____						
Printed Name of Authorized Official: _____						
Bid Date: <u>8/10/17</u>						

EXHIBIT "C"
CITY OF LAKE WORTH BEACH
PAYMENT AND PERFORMANCE BOND
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
(561) 586-1600

CONTRACT:

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. _____ with the City for the project titled "_____" (the "Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.

2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payment s to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 2015.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)