WE HEREBY INVITE YOUR COMPANY TO SUBMIT A FORMAL QUOTATION FOR SEWER LINING FOR THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, PER THE ATTACHED SPECIFICATIONS.

SUBMIT COPIES OF YOUR QUOTES BY MAIL, FAX, E-MAIL OR HAND DELIVERING TO:

Utilities Commission
City of New Smyrna Beach
Attn: Caleb Fisher, CPPB
Purchasing Agent
(386) 424-3045
(386) 424-2748 Facsimile
cfisher@ucnsb.org

Mailing Address:
200 Canal Street
New Smyrna Beach, FL 32168

Walk in Delivery Address:
200 Canal Street
New Smyrna Beach, FL 32168

Quotations due prior to: Friday June 26, 2020 at 2:30 P.M.
UTILITIES COMMISSION
City of New Smyrna Beach, Florida
Request for Quotation
20-581

SCHEDULE

Distribution of the Request for Quotation
June 17, 2020

RFQ Return Deadline by 2:30PM
Location: UCNSB Finance Office
200 Canal St. New Smyrna Beach
FL, 32168
June 26, 2020
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Attachments:
Spec 02750 Manhole Liner
Spec 02740 CIPP
Service Agreement (to be completed after award)
GENERAL INSTRUCTIONS AND CONDITIONS

1. The term COMMISSION used herein refers to the Utilities Commission, City of New Smyrna Beach, Florida, or its duly authorized representative.

2. The term VENDOR used herein refers to the dealer/manufacturer or business organization submitting a bid to the COMMISSION in response to this solicitation.

3. VENDORS are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.

4. No material, labor or facilities will be furnished by the COMMISSION unless specifically stated.

5. The VENDOR hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.

6. The VENDOR warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida.

7. The VENDOR agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COMMISSION by any other provision of this award.

8. A duly authorized representative of the COMMISSION will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

9. All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.

10. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Bidders are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the Bidder. In the event of an extension error(s), the unit price will prevail. Written amounts shall take precedence over numerical amounts.

11. **Public Entity Crimes:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, for Category two for a period of 36 months from the date of being placed on the convicted vendor list.

12. Quotes shall be **addressed and mailed or delivered as specified on page 1.**

13. The **Commission** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
14. Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Authority or failure to make replacements of rejected articles as directed, shall permit the Purchasing Authority to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the Utilities Commission, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the Utilities Commission may be withheld until reimbursement is received.

15. When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at no charge to the Utilities Commission. The UTILITIES COMMISSION reserves the right to determine if bid goods are equivalent to specified goods.

16. Awards shall be made as required for the best interest of the Commission. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

17. **INDEPENDENT CONTRACTORS:** Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be its employees and not employees of Commission in any respect.

18. **INSURANCE:** The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Commission.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amounts and Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Worker's Compensation</td>
<td>Statutory requirements at location of work</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$100,000 Each occurrence</td>
</tr>
<tr>
<td></td>
<td>$300,000 Disease, aggregate</td>
</tr>
<tr>
<td></td>
<td>$100,000 Disease, each employee</td>
</tr>
<tr>
<td>(b) General Liability</td>
<td>$1,000,000 General Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Products – Comp Ops Agg</td>
</tr>
<tr>
<td></td>
<td>$500,000 Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>$50,000 Fire Damage</td>
</tr>
<tr>
<td></td>
<td>$5,000 Medical Expense</td>
</tr>
<tr>
<td>(c) Automobile Liability</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>(owned, hired and non-owned)</td>
<td></td>
</tr>
<tr>
<td>Option of Split Limits:</td>
<td></td>
</tr>
<tr>
<td>(1.) Bodily Injury</td>
<td>$500,000 Per Person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Per Accident</td>
</tr>
<tr>
<td>(2.) Property Damage</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Coverage shall apply to the indemnity agreement and shall include the UTILITIES COMMISSION their officers and employees, each as additional insured but only as regards to their liability arising out of Contractor's performance of the work or out of operations performed by others on behalf of Contractor under this Contract. The insurance as afforded to such additional insured shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to commencing performance of any work or site mobilization, Contractor shall furnish Commission with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall provide for thirty (30) days written notice to Commission prior to cancellation thereof.

Commission is not maintaining any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor unless otherwise specifically set forth herein.
None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Commission.

Notices, in original and one copy, of cancellation, termination and alternation of such policies shall also be provided to the agent of the Commission.

19. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:**

   The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

   No officer, employee or agent of the Utilities Commission acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

   The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

   To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission.

   Provided, however, if the contract between the Utilities Commission and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Utilities Commission, shall be limited to an obligation to indemnify or hold harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

20. **WARRANTY AND ACCEPTANCE:** All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by Commission. Contractor guarantees its work hereunder.
for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event Commission discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from Commission, repair or replace at its sole expense any such defects. Commission may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by Commission nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

21. **LAWS, REGULATIONS, PERMITS AND TAXES:** Contractor shall comply with Commission's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract.

22. **WORK RULES, SECURITY:** For work performed on Commission premises, Contractor shall strictly observe Commission work rules and security requirements. All work shall be carried out during normal Commission working hours unless specifically agreed to in writing by Commission. Contractor shall, at Commission's request remove from site any employee whom Commission deems to be incompetent, dishonest or uncooperative.

23. **CHANGES:** Commission may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such change causes an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

24. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the work hereunder. Commission may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, Commission may withhold any payment until Contractor has furnished such evidence of payment and release.

25. **ASSIGNMENT:** Any assignment by Contractor of this Contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of Commission shall be voided.

26. **SAFETY AND FIRE PREVENTION:** Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

27. **SUSPENSION OF WORK AND TERMINATION**  
**Utilities Commission May Suspend Work** - The Utilities Commission may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time or both, if directly attributable to any suspension. However, no change to the contract price will be allowed on claims for suspended work or delays, whatever the course or reason. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new work, reassigning resources to other contracts, etc.

**Utilities Commission May Terminate for Cause** - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without Utilities Commission approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project Schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he
Where the Contractor's services have been so terminated by the Utilities Commission, said termination shall not affect any rights of the Utilities Commission against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Utilities Commission due the Contractor will not release the Contractor from liability.

Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work.

If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of the Utilities Commission. In such event the Contractor may recover from the Utilities Commission payment for Work completed and reasonable termination costs as provided in the following paragraph.

Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the Utilities Commission may, without cause and without prejudice to 'any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the Utilities Commission may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed by the Contractor and subcontractors at the time of termination provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, the Utilities Commission shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers which the Utilities Commission selects, and prosecute the Work to completion by contract or as the Utilities Commission may deem expedient.

28. MAINTENANCE OF RECORDS
The Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this Contract. The Utilities Commission and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Utilities Commission deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The Utilities Commission during the period of time defined by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

29. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials
No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the Utilities Commission who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

30. Employee Conflict of Interest- It shall be unethical for any Utilities Commission employee to participate directly or indirectly in a procurement contract when the Utilities Commission employee knows that:
(1) The Utilities Commission employee or any member of the Utilities Commission employee's immediate family has a financial interest in the procurement contract; or

(2) any other person, business, or organization with whom the Utilities Commission employee or any member of a Utilities Commission employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A Utilities Commission employee or any member of a Utilities Commission employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

31. **Gratuites and Kickbacks.**

(1) Gratuites. It shall be unethical for any person to offer, give, or agree to give any Utilities Commission employee or former Utilities Commission employee, or for any Utilities Commission employee or former Utilities Commission employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity Utilities.

The Commission in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.
REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in this RFQ. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: ___________________________________
   Address: ____________________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided:________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

2. Name of Company: ___________________________________
   Address: ____________________________________________
   Point of Contact: ______________________
   Phone Number: _______________________
   Dates of Service: ______________________
   Service(s)Provided:________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

3. Name of Company: _______________________________
   Address: ____________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided:________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
VENDOR INFORMATION

In addition to General Conditions, your quote may be disqualified if the following vendor information is not returned with your quote.

Vendor is:

(  ) Corporation
(  ) Partnership
(  ) Sole Proprietorship
(  ) Other________________________________________(Explain)

Federal Employer Identification Number or Social Security Number: ________________________________

Do you collect Florida State Sales Tax? (  )Yes (  )No

Firm Name:_______________________________________________________

Mailing Address:  ______________________________________________

Telephone Number: _______________________________________________

Facsimile Number: _______________________________________________

E-mail: _______________________Web Address: ________________________

If vendor is bidding as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the bidder, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name:________________________________________________________

Mailing Address: __________________________________________________
W-9  
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/described entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate

   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner under the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
   - Exempt payer code (if any)

   Exemption from FATCA reporting code (if any)

   (Applies to accounts maintained solely by the U.S.)

5. Address (number, street, apt. or suite no.) See Instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Or

Employer identification number

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest, 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X
Form W-9 (Rev. 10-2018)
GENERAL INFORMATION:
The Utilities Commission, City of New Smyrna Beach, Florida ("COMMISSION") is seeking a quote from a Licensed, Insured Underground Utility Contractor for the Following:

The Utilities Commission is seeking quotations for CIPP Lining for an approximate 810 feet of Vitrified Clay. Including 7 service laterals. Along with five manholes to be lined

Contractor to provide all material and labor to perform the following tasks for the attached details.

Oleander Street

MH-14-041/MH-14-066 =205 FT 0 Laterals
MH-14-066/MH-14-067 =30 FT 0 Laterals
MH-14-067/MH-14-068 =275 FT 4 Laterals
MH-14-068/MH-14-069 =300 FT 3 Laterals

Manhole Depths

<table>
<thead>
<tr>
<th>Manhole ID</th>
<th>Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-041</td>
<td>8’ 3”</td>
</tr>
<tr>
<td>14-067</td>
<td>8’ 1”</td>
</tr>
<tr>
<td>14-069</td>
<td>7’ 11”</td>
</tr>
</tbody>
</table>

Jet Cleaning 8” Line
Tv Inspection Post Cleaning
Tv Inspection Post Lining
8” CIPP Lining (6 mm)
Reinstall Service Laterals
Maintenance of Traffic
Manhole Lining

Contractor shall provide insurance, materials, tools, labor, equipment and supervision to perform all work necessary to complete this scope of work.

If you have any questions or would like to schedule a site visit, please contact Caleb Fisher 386-424-3045 or cfisher@ucnsb.org

Quotes are due on or before Friday June 26, 2:30PM

Quotes can be faxed to 386-424-2748 or email to cfisher@ucnsb.org

Thank you

The COMMISSION reserves the right to waive informalities in any bid, to reject any and all bids in whole or part, with or without cause, and/or accept the bids or portions thereof that in its judgment will be for the best interest of the COMMISSION
## UTILITIES COMMISSION
City of New Smyrna Beach, Florida
Request for Quotation
20-581

### QUOTE TABULATION

**VENDOR NAME:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$________</td>
<td>$______</td>
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<tr>
<td>2</td>
<td>Jet Cleaning</td>
<td>810</td>
<td>LF</td>
<td>$________</td>
<td>______</td>
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<tr>
<td>3</td>
<td>Tv Inspection Post Cleaning</td>
<td>810</td>
<td>LF</td>
<td>$________</td>
<td>______</td>
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<td>Tv Inspection Post Lining</td>
<td>810</td>
<td>LF</td>
<td>$________</td>
<td>______</td>
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<tr>
<td>5</td>
<td>Furnish &amp; Installation of 8” CIPP</td>
<td>810</td>
<td>LF</td>
<td>$________</td>
<td>______</td>
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<td>6</td>
<td>Maintenance of Traffic</td>
<td>1</td>
<td>Day</td>
<td>$________</td>
<td>______</td>
</tr>
<tr>
<td>7</td>
<td>Reinstatement of Service Lateral</td>
<td>7</td>
<td>EA</td>
<td>$________</td>
<td>______</td>
</tr>
<tr>
<td>8</td>
<td>Manhole Lining</td>
<td>40</td>
<td>VF</td>
<td>$________</td>
<td>______</td>
</tr>
<tr>
<td>9</td>
<td>Manhole Bench / Channel/Invert Rehabilitation (if required)</td>
<td>5</td>
<td>EA</td>
<td>$________</td>
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Total Base Cost Written in Words _________________________________________________

Lead-Time____________________________________________________________________

Proposed Start Date ____________________________________________________________

RFQ 20-581 Oleander CIPP and Manhole Lining 15
Proposed Date of Completion

The Utilities Commission reserves the right to waive informalities in any quotation, to reject any and all quotations in whole or in part, with or without cause, and/or accept the quotations or portions thereof that in its judgment will be in the best interest of the Utilities Commission. The quotation shall be valid for award within sixty (60) days from the date of opening unless specified otherwise.

Submitted By:
Name of Company: ____________________________ Please Print

Name & Title: ____________________________ Please Print

Signature: ____________________________

Telephone No. ____________________________ Facsimile No. ____________________________

E-Mail: ____________________________
PART I – GENERAL
A. DESCRIPTION OF WORK
B. REFERENCE SPECIFICATIONS AND STANDARDS
C. PERFORMANCE WORK STATEMENT (PWS)

PART 2 – PRODUCTS
A. GENERAL
B. ACRYLIC OR ACRYLATE BASE GROUT
C. URETHANE BASE GROUT
D. CEMENTITIOUS RECONSTRUCTION FOR MANHOLE RESTORATION
E. HYDRAULIC WATER PLUGS
F. SPRAY ON EPOXY LINER
G. STRUCTURAL REQUIREMENTS
H. PRODUCT SUBMITTALS

PART 3 – LINER INSTALLATION
A. GENERAL
B. PREPARATION AND CLEANING
C. BY-PASS PUMPING
D. GROUT
E. CEMENTITIOUS RECONSTRUCTION
F. EPOXY LINER
G. MANHOLE INVERT RECONSTRUCTION
H. MANHOLE BENCH/CHANNEL REHABILITATION
I. MANHOLE LINER REPAIR/REPLACEMENT

PART 4 – FINAL COMPLETION
A. TESTING
B. INSPECTIONS
C. AS-BUILTS
D. WARRANTY
PART 1 – GENERAL

A. DESCRIPTION OF WORK

1) This specification covers all work necessary for sanitary sewer manhole rehabilitation. The Contractor shall provide all labor, materials and equipment necessary for sanitary sewer manhole rehabilitation, to include but not limited to, cleaning, surface preparation/repair and final coat/liner.

2) The Contractor shall install a continuous, jointless and structurally sound liner specialty coating or lining for the interior surfaces of sanitary sewer manholes.

3) The Contractor shall provide necessary maintenance of traffic and by-pass pumping per the Contract Bid Tabulation.

4) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.

5) The COMMISSION requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor’s responsibility to make said Customer notifications.

6) The COMMISSION will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.

7) All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.


B. REFERENCE SPECIFICATIONS AND STANDARDS

1) The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated.

   • American Society for Testing and Materials (ASTM)
   • C78, Standard Test Method for Flexural Strength of Concrete
   • C109, Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
   • C157, Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
   • C307, Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacings
   • C580, Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes
   • C596, Standard Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement
   • C882, Standard Test Method for Bond Strength of Epoxy-Resin Systems
SECTION 02750 – MANHOLE LINER SPECIFICATION

Used with Concrete By Slant Shear

- D638, Standard Test Method for Tensile Properties of Plastics
- D792, Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement
- D4787, Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates
- D4833, Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
- F2414, Standard Practice for Sealing Sewer Manholes Using Chemical Grouting

C. PERFORMANCE WORK STATEMENT (PWS)

1) The Contractor shall submit, to the COMMISSION, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the Manhole Liner product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the COMMISSION, the PWS shall at a minimum contain the following:

a. Clearly indicate that the Manhole Liner will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.

b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, quality control, testing to be performed, final video inspection, warranties furnished and all else necessary and appropriate for a complete the Manhole Liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.

c. Contractor’s description of the proposed Manhole Liner technology, including a detailed plan for maintaining all wastewater service to COMMISSION Customers during installation.

d. A description of the Manhole Liner materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.

e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.
SECTION 02750 – MANHOLE LINER SPECIFICATION

f. Proposed manufacturers technology data shall be submitted for all Manhole Liner products and all associated technologies to be furnished.

g. A detailed description of the Contractor’s proposed procedures to patch/repair manhole from Infiltration/Inflow in the manhole that may be encountered during the cleaning process.

h. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the Manhole Liner installation.

PART 2 – PRODUCTS

A. GENERAL

1) The materials to be utilized in the lining of concrete structures shall be designed and manufactured to withstand the severe effects of hydrogen sulfide in a wastewater environment.

2) The Manhole Liner must meet the chemical resistance requirements of these contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled accordance with the Manhole Liner manufacturer’s recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the COMMISSION. 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.

B. ACRYLIC OR ACRYLATE BASE GROUT

- Follow ASTM F2414 and as specified herein.
- Two-part chemical grout mixed at point of injection.
- Minimum 25% acrylic or acrylate base material by volume.
- To increase strength or offset dilution during injection period, use higher concentration of base material as directed by the Manufacturer.
- Controllable reaction time: 30 seconds to 1 hour.
- Viscosity: 1.5 centipoises water.
  - May be increased maximum of 2.5 centipoises water if approved by the COMMISSION
  - Remain constant throughout injection period.
- Tolerates dilution and reacts in moving water.
SECTION 02750 – MANHOLE LINER SPECIFICATION

- Final reaction:
  - Continuous irreversible, impermeable, non-porous still gel in pure form.
  - Stabilized soil in ground that will not become brittle or rigid.
- Gel does not bleed water under stress.
- Dehydrated gel returns to 90% of its original volume and form after prolonged period of low ground water.
- Do not use catalyst containing dimethyl amino propionitrile (DMAPM).
- Use root inhibitor (50% active dichlobenil) when roots are present in manholes.
- Use latex additive for increased tensile strength.
- Tinted to allow detection of grout in drill holes or at leakage locations.

C. URETHANE BASE GROUT

- Follow ASTM F2414 and as specified herein.
- Ratio: One part urethane prepolymer to 1 to 10 parts water by volume (10% to 50% prepolymer).
- Liquid prepolymer:
  - Solids content: 77% to 83%
  - Specific Gravity: 1.04
  - Flash Point: 20 degrees F.
  - Viscosity: 200 to 1,200 centipoises water at 70 degrees F.
- Water for reacting prepolymer: pH of 5 to 9.
- Use manufacturer recommended gel control agent to control cure time as required.
- Final Reaction:
  - Chemically stable, non-biodegradable, flexible gel, impermeable to water at pressures up to 15psi.
- Dehydrated gel returns to 90% of its original volume and form after prolonged period of low ground water.
- Use root inhibitor (50% active dichlobenil) when roots are present in manholes.
- Use latex additive for increased tensile strength.
- Tinted to allow detection of grout in drill holes or at leakage locations.

D. CEMENTITIOUS RECONSTRUCTION FOR MANHOLE RESTORATION

- Quick setting (under 20 minutes), high strength, sulfide resistant, calcium aluminate-based or portland cement material.
- Suitable for troweling or rotary spray application to inside of manhole.
- Use additives to increase corrosion resistance or bond strength at manufacturer’s direction and with COMMISSION approval.
- Initial set time per manufacturer’s recommendation and per project conditions.
- Density when applied: 135 lb/cf +/- 5 lb/cf.
SECTION 02750 – MANHOLE LINER SPECIFICATION

- Compressive strength (ASTM C109) at 1 day.
  - Per manufacturer’s recommendation.
  - Minimum acceptable: 2,000 psi.
- Compressive strength (ASTM C109) at 28 days.
  - Per manufacturer’s recommendation.
  - Minimum acceptable: 5,500 psi.
- Bond Strength (ASTM C882) at 28 days.
  - Per manufacturer’s recommendation.
  - Minimum acceptable: 1,640 psi.
- Flexural Strength (ASTM C78) at 28 days.
  - Per manufacturer’s recommendation.
  - Minimum acceptable: 1,500 psi.
- Shrinkage (ASTM C596) at 28 days: 0 %.

E. HYDRAULIC WATER PLUGS

- Rapid setting to plug active leaks prior to other rehabilitation work.
- Initial Set Time at 70 degrees F: 60 to 90 seconds.
- Final Set Time at 70 degrees F: One hour.
- Compressive Strength (ASTM C109) at 28 days:
  - Per manufacturer’s recommendation.
  - Minimum acceptable: 4,000 psi.
- Length Change (ASTM C157): 0 %.

F. SPRAY ON EPOXY LINER

- Two or three part epoxy coating to protect mason or concrete from chemical attack.
- Minimum Thickness: 125 mils
- Working Time at 70 degrees F: 30 minutes.
- Initial Set time at 70 degrees F: 17 hours.

G. STRUCTURAL REQUIREMENTS

1) 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 Manhole Liner which meets or exceeds the minimum properties specified herein.
SECTION 02750 – MANHOLE LINER SPECIFICATION

2) The required structural Manhole Liner total thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards.

3) The Contractor shall submit, prior to installation of the Manhole Liner, certification of compliance with these specifications and/or the requirements of the pre-approved Manhole Liner. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

H. PRODUCT SUBMITTALS

1) The Contractor shall submit the following information:
   - Manufacturer’s certification that the materials to be used meet the referenced standards and these specifications.
   - License or certificate verifying Manufacturer’s/Licensor’s approval of the installer.
   - Proposed equipment and procedures for accomplishing the work.
   - A complete description and manufacturer’s recommended cure method. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.

PART 3 – LINER INSTALLATION

A. GENERAL

1) Neither the Liner material, nor its installation, shall cause adverse effects to any of the COMMISSION’s processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the COMMISSION and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.

2) Manhole Liner installation shall not commence until the Cured-In-Place Pipe liner is installed and fully cured.

3) Product shall be spray applied using specialty application equipment.

4) When applying the coating to a manhole interior with small voids, pits or surface abnormalities present, use a resurfacing 10-20 mil application of the specified coating and then a back trowel method to fill and level the surface. Once the resurfacing application has been applied the application of the remaining amount of the specified minimum coating mil thickness can continue.

5) For manhole interiors that have undergone mild surface deterioration use a resurfacing application of 20%-25% of the specified coatings required minimum
SECTION 02750 – MANHOLE LINER SPECIFICATION

mil thickness and then a back trowel method to fill and level the surface. Once the resurfacing application has reached a tack-free state the application of the full amount of the specified minimum coating mil thickness can be applied.

6) For manhole interiors that have undergone severe surface deterioration, the Contractor shall resurface/rebuild the structure with polymer modified cement or cementitious products suggested by the Liner manufacturer.

B. PREPARATION AND CLEANING

1) Contractor shall perform a pre-video inspection of all sewer manholes to be lined. The Contractor shall provide the COMMISSION a copy of the video in digital format for review and approval.

2) The pre-video shall be after the manhole is cleaned.

3) The Contractor is responsible to clear the manhole of obstructions that will interfere with the installation and long-term performance of the Manhole Liner.

4) If the pre-video inspection reveals a deteriorated manhole not identified as part of the original scope of work which will prohibit proper installation of the Manhole Liner, the Contractor may be directed by the COMMISSION to correct the problem(s) prior to lining. The Contractor shall be compensated for this work under a Contract Bid Alternate Bid Item.

5) The Contractor shall be responsible for confirming the locations of all inverts prior to installing and curing the Manhole Liner.

6) Abrasive blasting, shot blasting, high pressure water cleaning, water jetting, or a combination of methods and equipment shall remove all loose mortar, unsound concrete, brick, hard contaminants, localized micro-organisms and gas contaminants from the interior manhole walls, floor and ceiling. Final product shall be cleaned and exposed ready for rehabilitation material.

7) Prior to coating, the manhole must be prepared in a manner that provides a uniform, clean, sound, neutralized surface suitable for the specified coating. The manhole must be free of all contaminants, such as oil, grease, rust, scale or deposits. In general, coating performance is proportional to the degree of surface preparation.

8) Concrete and masonry surfaces must be sound and contaminant-free.
9) After surface preparation is completed, Contractor and the COMMISSION must perform an inspection to identify any manhole deficiencies, if any, for the items listed below:
   - Leaks
   - Cracks
   - Holes
   - Missing Bricks
   - Exposed Rebar
   - Ring and Cover Condition
   - Bench/Channel Condition
   - Invert Condition

10) If any defects are identified, repairs to correct all found deficiencies shall be approved by the COMMISSION.
11) Repair all leaks with a chemical or hydraulic sealant per the Manhole Liner manufacturer’s recommendation.
12) Repair all leaks with non-shrink grout designed for use in field sealing of ground water.
13) Severe cracks shall be repaired using urethane based chemical sealant.
14) Grout and Sealant product to be utilized shall be approved by the COMMISSION prior to installation.
15) Equipment for installation of lining materials shall be high quality grade as recommended by the manufacturer.
16) Re-blasting may be required to remove all abrasive materials after repairs are completed.
17) The Contractor is responsible for construction water. The COMMISSION can supply the Contractor with a Temporary Construction Water Meter (with proper backflow prevention) provided an account is applied and paid for by the Contractor with the COMMISSION’s Billing Department.

C. BY-PASS PUMPING
1) See Specification 02730.
SECTION 02750 – MANHOLE LINER SPECIFICATION

D. GROUT
   1) Do not block pipes entering/exiting manhole with grout.
   2) Prevent material from entering gravity sanitary sewer collection system.

E. CEMENTITIOUS RECONSTRUCTION
   1) Following approved submittals and as specified herein.
   2) Mix and handle materials.
   3) Apply materials using rotary spray equipment or spray gun.
   4) Seal around pipe connections.
   5) Prevent material from entering gravity sanitary sewer collection system.
   6) Apply material a minimum of ½ inch thick.
   7) Trowel and brush for smooth finish.
   8) Cure using curing compound when recommended by manufacturer.
   9) Do not allow flow in manhole or traffic over manhole, until manufacturer’s minimum cure times have been achieved.

F. EPOXY LINER
   1) Mix and apply material.
   2) Sagging of material is not permitted.
   3) Seal around pipe connections.
   4) Cure.
   5) The final Manhole Liner shall be a continuous, jointless and structurally sound and shall be completely free of pinholes or voids.
   6) Total thickness of the liner shall be a minimum of 125 mils.
   7) All defects identified such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.
   8) A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.

G. MANHOLE INVERT RECONSTRUCTION
   1) The Contractor shall be compensated for this work under a Contract Bid
H. MANHOLE BENCH / CHANNEL REHABILITATION

1) The Contractor shall be compensated for this work under a Contract Bid Alternate Bid Item.

I. MANHOLE LINER REPAIR/REPLACEMENT

1) Occasionally installation of will result in the need to repair or replace a defective Manhole Liner. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the Manhole Liner. Repair/replacement procedures shall be accordance with the Manhole Liner manufacturer’s recommendations and shall be submitted as part of the PWS.

2) Defects in the installed Manhole Liner that will not affect the operation and long term life of the product shall be identified and defined.

3) Repairable defects that may occur in the installed Manhole Liner shall be specifically defined by the Contractor based on manufacturer’s recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

4) Un-repairable defects that may occur to the Manhole Liner shall be clearly defined by the Contractor based on the manufacturer’s recommendations, including a recommended procedure for the removal and replacement of the Manhole Liner.

PART 4 – FINAL COMPLETION

A. TESTING

1) The Contractor shall supply the COMMISSION with certification that the installed Manhole Liner material has been sampled and tested by the manufacturer in accordance with the provisions of this specifications.

2) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the COMMISSION.
SECTION 02750 – MANHOLE LINER SPECIFICATION

3) The installed liner thickness shall be measured for manhole liner installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the UTILITIES COMMISSION. The liner thickness shall have tolerance of minus 5% plus 10%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

4) The Contractor shall furnish liner samples, when applicable.

5) All testing and repairs shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

1) Contractor shall perform a post-video inspection of each lined manhole. The Contractor shall provide the UTILITIES COMMISSION a copy of the video in digital format for review and approval.

2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.

3) The post-video will visual inspect the finished liner as follows:
   a. 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.
   a. Shall maintain the overall hydraulic capacity of the original manhole. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

2) The post-video shall be submitted to the UTILITIES COMMISSION within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.

3) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the UTILITIES COMMISSION may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.

4) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video inspection.

5) Where leakage is observed, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the UTILITIES COMMISSION.
SECTION 02750 – MANHOLE LINER SPECIFICATION

C. AS-BUILTS

1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the COMMISSION for review and approval for Final Completion contract date. As-Built drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the COMMISSION and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.

2) The Manhole Liner manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the COMMISSION.

3) The Contractor shall warrant the Manhole Liner installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the COMMISSION.

4) During the Manhole Liner manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the manhole shall be repaired at the Contractor’s expense in accordance with procedures included in Part 3, I. Manhole Liner Repair/Replacement at no cost to the COMMISSION.

5) The COMMISSION may inspect all or portions of the lined manholes during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, I. Manhole Liner Repair/Replacement at no cost to the COMMISSION.

END OF SECTION
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

PART 1 – GENERAL
A. DESCRIPTION OF WORK
B. REFERENCE SPECIFICATIONS AND STANDARDS
C. PERFORMANCE WORK STATEMENT (PWS)

PART 2 – PRODUCTS
A. MATERIALS
B. FABRIC TUBE
C. RESIN
D. STRUCTURAL REQUIREMENTS
E. PRODUCT SUBMITTALS

PART 3 – CONSTRUCTION
A. PREPARATION AND CLEANING
B. BY-PASS PUMPING
C. INSTALLATION OF LINER
D. COOL DOWN
E. FINISH
F. MANHOLE AND LATERAL CONNECTIONS
G. CIPP REPAIR/REPLACEMENT

PART 4 – FINAL COMPLETION
A. TESTING
B. INSPECTIONS
C. AS-BUILTS
D. WARRANTY
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

A. DESCRIPTION OF WORK

1) This specification covers all work necessary to furnish and install CIPP to rehabilitate sanitary sewer pipe. The Contractor shall provide all labor, materials and equipment necessary, including but not limited to, pipe cleaning, pipe preparation, root removal, removal & disposal of material(s) generated from pipe cleaning/preparation/root removal, manhole connections, pre-lining video (after pipe is cleaned/prepped), reinstatement of all existing lateral connections, sealing all manhole wall and lateral reinstatement connections, post-lining video (after lining and lateral reinstatements), testing and clean-up.

2) The Contractor shall provide necessary maintenance of traffic and by-pass pumping per the Contract Bid Tabulation.

3) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herin.

4) The COMMISSION requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor’s responsibility to make said Customer notifications.

5) The CIPP shall be continuous, jointless and structurally sound liner from manhole to manhole. All existing and confirmed lateral connections shall be internally reinstated/re-opened. The Contractor will be responsible for sealing all manhole wall and lateral reinstatement connections.

6) The COMMISSION will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.

7) All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.


B. REFERENCE SPECIFICATIONS AND STANDARDS

1) This specification references the following American Society for Testing and Materials (ASTM) Standard Specifications, American Water Works Association (AWWA) Specifications and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standards unless specifically stated otherwise in this Specification.

- ASTM D5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe
- ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

- ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
- ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by displacement
- ASTM F2019-03 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-In-Place Thermosetting Resin Pipe (CIPP)

C. PERFORMANCE WORK STATEMENT (PWS)

1) The Contractor shall submit, to the COMMISSION, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the COMMISSION, the PWS shall at a minimum contain the following:
   a. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
   b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, lateral reinstatement, quality control, testing to be performed, final video inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
   c. Contractor’s description of the proposed CIPP lining technology, including a detailed plan for identifying all existing lateral connections and maintaining all Customer sewer service during CIPP installation.
   d. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
   e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.
   f. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a, qualified, Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the COMMISSION.

g. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.

h. A detailed description of the Contractor’s proposed procedures for removal of roots/blockages in the pipe that may be encountered during the cleaning process.

i. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the CIPP installation.

PART 2 – PRODUCTS

A. MATERIALS

1) The CIPP System must meet the chemical resistance requirements of theses contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled accordance with the CIPP manufacturer’s recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the COMMISSION. 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.
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

B. FABRIC TUBE

1) 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.

2) The fabric tube shall be capable of absorbing and carrying 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 Contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.

3) 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.

4) 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 installation. 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 sections 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 lengths 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 pipe in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.

5) 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, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

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

7) 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 resin saturated felt fabric and dry or resin lean areas.

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

9) The outside of the fabric tube shall be marked every 5 feet with the name of the CIPP manufacturer, manufacturing lot and production footage.
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

10) 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 terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

11) The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

C. RESIN

1) The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

D. STRUCTURAL REQUIREMENTS

1) 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:

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

b. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

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

MINIMUM PHYSICAL PROPERTIES

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Cured Composite Per ASTM F1216</th>
<th>Cured Composite Per Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexural Modulus of Elasticity</td>
<td>ASTM D790</td>
<td>250,000 psi</td>
<td>Contractor Value</td>
</tr>
<tr>
<td>(Short Term)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flexural Strength</td>
<td>ASTM D790</td>
<td>4,500 psi</td>
<td>Contractor Value</td>
</tr>
<tr>
<td>(Short Term)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- Design Safety Factor - 2.0 (1.5 for pipes 36” or larger)
- Creep Retention Factor - 33%
- Ovality - 2% or as measured by field inspection
- Constrained Soil Modulus Per AASHTO LRFD Section 12 and AWWA Manual M45
- Groundwater Depth - As specified or indicated on the Plans
- Soil Depth (above the crown) - As specified or indicated on the Plans
- Live Load - Highway, railroad or airport as applicable
- Soil Load (assumed) - 120 lb/cu. Ft.
- Minimum service life - 50 years

3) The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

E. PRODUCT SUBMITTALS

1) The Contractor shall submit the following information:
   - Manufacturer’s certification that the materials to be used meet the referenced standards and these specifications.
   - License or certificate verifying Manufacturer’s/Licensor’s approval of the installer.
   - Proposed equipment and procedures for accomplishing the work.
   - Tube wet-out & cure method including:
     - A complete description of the proposed wet-out procedure for the proposed technology.
     - The Manufacturer’s recommended cure method for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
     - Design calculations for wall thickness designs to be completed by an Engineer proficient in the pipe design.

PART 3 – CONSTRUCTION

A. PREPARATION AND CLEANING

1) Contractor shall perform pre-video inspection of the pipe to be lined. The Contractor shall provide the COMMISSION a copy of the video in digital format for review and approval.

2) The pre-video shall be after the pipe is cleaned.

3) The Contractor is responsible to clear the pipe of obstructions that will interfere with the installation and long-term performance of the CIPP.

4) If the pre-video inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the COMMISSION to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a Contract Bid Alternate Bid Item.

5) The Contractor shall be responsible for confirming the locations of all lateral connections prior to installing and curing the CIPP.

6) In the event the status of a lateral connection cannot be adequately defined, the COMMISSION will make the final decision, prior to installation and curing of the liner, as to the status.
ITB #06-19 Cured-in-Place-Pipe (CIPP) Specification - 9
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

4) The CIPP liner shall be installed and cured in the host pipe accordance with the CIPP manufacturer’s recommendations as described and submitted in the PWS.

5) The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a continuous, jointless and structurally sound liner from manhole to manhole able to withstand all imposed static and/or dynamic loads, and free of all defects that will affect the long term life and operation of the pipe.

6) CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
   a. The wet-out tube shall be positioned in the pipe using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of 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.

7) Prior to installation and in accordance with the CIPP manufacturer’s recommendations remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.

8) Curing shall be accomplished by utilizing the appropriate medium in accordance with the CIPP manufacturer’s recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The CIPP manufacturer’s recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.

9) The CIPP liner shall not be installed through a manhole. Each liner shall begin and end at a manhole.

D. COOL DOWN

1) The Contractor shall cool the liner in accordance with the CIPP manufacturer’s recommendations as described and outlined in the PWS.

2) Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP manufacturer’s recommendations.
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

E. FINISH

1) The installed CIPP shall be continuous over the entire length of a pipe section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and de-lamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.

2) Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor’s expense, in accordance with the procedures submitted under Part 3, G. CIPP Repair/Replacement.

3) The beginning and 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.

4) If any of the lateral connection leak water between the host pipe and the installed liner, the connection at the host pipe interface shall be sealed to provide a watertight seal.

5) If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight liner in accordance with the CIPP manufacturer’s recommendations.

F. MANHOLE AND LATERAL CONNECTIONS

1) A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls and at lateral connections in accordance with the CIPP manufacturer’s recommendations.

2) The maximum a lateral can be plugged is 8 hours. Lateral connections may not remain plugged overnight.

3) Laterals shall be internally reinstated unless indicated otherwise in the contract documents.

4) Lateral reinstatement shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor’s responsibility to make sure that all lateral connections are reinstated.

5) All existing and confirmed lateral connections shall be internally reinstated/re-opened to their original shape and capacity (minimum 95%) using a CCTV camera and remote cutting tool. Lateral connections shall not be cut more than 100% of the original shape or capacity.

6) In the event that lateral reinstatements result in openings that are greater than 100% of the original opening, the Contractor shall install a CIPP type repair, sufficiently in size, to repair the over-cut lateral opening, at no additional charge to the COMMISSION.
SECTIO\N 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

7) The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. All over-cut lateral connections will be properly repaired to meet the requirements of these specifications.

8) Pipe coupons resulting from lateral reinstatements shall be collected at the downstream manhole prior to leaving the site. At no time shall coupons be left in the gravity sanitary sewer system.

G. CIPP REPAIR/REPLACEMENT

1) Occasionally installation of will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be accordance with the CIPP manufacturer’s recommendations and shall be submitted as part of the PWS.

2) Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.

3) Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer’s recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

4) Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer’s recommendations, including a recommended procedure for the removal and replacement of the CIPP.

PART 4 – FINAL COMPLETION

A. TESTING

1) The Contractor shall have an independent testing lab analyze finished liner regarding the ASTM standards for Tensile Properties, Flexural Modulus, Chemical Resistance and wall thickness (or as specified by the COMMISSION). Samples shall be taken from manhole cutoffs and lateral coupons.

2) A minimum of 1 sample shall be taken of the first segment installed at each location specified in the Contract Bid Documents.

3) A minimum of 2 samples shall be taken for each 2,500 linear feet of liner installed or for each manufacturing lot.

4) The laboratory results shall identify the test sample location as referenced to the nearest manhole and station.
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

5) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the COMMISSION.

6) The installed liner thickness shall be measured for each line section installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the COMMISSION. The liner thickness shall have tolerance of minus 5% plus 10%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

7) The Contractor shall furnish removable sizing sleeves, when possible, to collect liner samples, which accurately replicate the hose pipe diameter.

8) All liner testing and repairs to the installed CIPP shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

1) Contractor shall perform a post-video inspection of the lined pipe. The Contractor shall provide the COMMISSION a copy of the video in digital format for review and approval.

2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.

3) The post-video shall be after the installation of the CIPP and all laterals are reinstated.

4) The post-video will visual inspect the finished liner as follows:
   a. 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.
   a. Shall maintain the overall hydraulic capacity of the original pipe diameter. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

2) The post-video shall be submitted to the COMMISSION within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

3) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the COMMISSION may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.

4) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video 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.

5) Where leakage is observed through the wall of the pipe, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the COMMISSION.

C. AS-BUILTS

1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the COMMISSION for review and approval for Final Completion contract date. As-Built drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the COMMISSION and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.

2) The CIPP manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the COMMISSION.

3) The Contractor shall warrant the CIPP installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the COMMISSION.
SECTION 02740 – CURED-IN-PLACE PIPE (CIPP) SPECIFICATION

4) During the CIPP manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the pipe shall be repaired at the Contractor’s expense in accordance with procedures included in Part 3, G. CIPP Repair/Replacement at no cost to the COMMISSION.

5) The COMMISSION may inspect all or portions of the lined pipe during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, G. CIPP Repair/Replacement at no cost to the COMMISSION.

END OF SECTION
AGREEMENT FOR SEWER LINING SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into this __________ day of _________________, 20__, by and between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, (hereafter "COMMISSION"), located at 200 Canal Street, New Smyrna Beach, Florida 32168, and ________________________________, (hereafter SERVICE PROVIDER"), located at ________________________________.

RECITALS

1. The COMMISSION was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts.

2. The COMMISSION wishes to obtain Sewer Lining services.

3. The SERVICE PROVIDER is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to become effective upon execution by both parties. The initial term shall be for One Time Services per Scope of Work.

SECTION 3. DESCRIPTION OF SERVICES. SERVICE PROVIDER agrees to perform Sewer Lining services as specified in Exhibit “A” attached to and incorporated into this Agreement.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 COMMISSION may make changes in the services at any time by giving written notice to SERVICE PROVIDER. If such changes increase, decrease or eliminate any amount of work, COMMISSION and SERVICE PROVIDER will negotiate any change in total cost or schedule modifications. If COMMISSION approves, COMMISSION shall amend the Scope of Services to reflect the modifications; and SERVICE PROVIDER shall be compensated for said services in accordance with the terms of Section 5 herein. All change orders shall be in writing and executed by both COMMISSION’S designated representative and the SERVICE PROVIDER.
4.2 All of COMMISSION's said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 SERVICE PROVIDER shall perform its services in conformance with the agreed upon schedule. SERVICE PROVIDER shall complete all of said services in a timely manner and will keep COMMISSION apprised of the status of work on a daily basis. Should SERVICE PROVIDER fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to SERVICE PROVIDER without COMMISSION's prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. COMMISSION agrees to compensate SERVICE PROVIDER for services properly performed at the Following rates of

SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for SERVICE PROVIDER'S services shall be submitted to the COMMISSION at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of SERVICE PROVIDER. The bill[s] shall identify the services completed and the amount charged.

7.2 COMMISSION or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of SERVICE PROVIDER insofar as they pertain to the direct charges payable by COMMISSION under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by COMMISSION, subject to COMMISSION'S right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by COMMISSION, but the COMMISSION reserves the right to reject any statement which fails to adequately describe the services rendered by SERVICE PROVIDER. Upon written notice to SERVICE PROVIDER, payment may be withheld, in whole or in part, for SERVICE PROVIDER'S failure to comply with a term, condition or requirement of this Agreement. SERVICE PROVIDER will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon SERVICE PROVIDER'S satisfactory demonstration of compliance to the COMMISSION. Amounts not questioned by COMMISSION shall be promptly paid to SERVICE PROVIDER in accordance with the above payment procedures.
SECTION 8. RIGHT TO INSPECTION. COMMISSION or its affiliates shall at all times have the right to review or observe the services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION 9. COMMERCIAL WARRANTY. The SERVICE PROVIDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the SERVICE PROVIDER gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COMMISSION by any other provision of this award.

SECTION 10. INSPECTION AND ACCEPTANCE. A duly authorized representative of COMMISSION will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

SECTION 10. SAFETY. To the extent the COMMISSION’S safety standards do not violate other County, State or Federal standards, SERVICE PROVIDER agrees to comply with COMMISSION’S safety standards while on the property of the COMMISSION. SERVICE PROVIDER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 SERVICE PROVIDER and COMMISSION waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, SERVICE PROVIDERs, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by COMMISSION and shall protect COMMISSION and SERVICE PROVIDER to the same extent. All project contractors shall be required to include COMMISSION and SERVICE PROVIDER as additional insureds on their general liability insurance policies.

SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely
for the SERVICE PROVIDER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The SERVICE PROVIDER covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

12.3 The SERVICE PROVIDER agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The SERVICE PROVIDER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The SERVICE PROVIDER shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The SERVICE PROVIDER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 SERVICE PROVIDER is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 13. SERVICE PROVIDER’S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, SERVICE PROVIDER represents and warrants to the COMMISSION each of the following:

13.1 SERVICE PROVIDER represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

13.2 SERVICE PROVIDER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 SERVICE PROVIDER represents that if SERVICE PROVIDER, through its negligent acts, errors, or omissions, causes any injury to COMMISSION or causes any physical damage to, or destruction of, any of COMMISSION's property during the term of this Agreement,
it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

13.4 SERVICE PROVIDER represents that none of SERVICE PROVIDER’s principals or the immediate family of SERVICE PROVIDER’s principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term “immediate family” shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should SERVICE PROVIDER breach the representations set forth above, COMMISSION shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date SERVICE PROVIDER completes its services hereunder, SERVICE PROVIDER’S services are negligent or erroneous and COMMISSION notifies SERVICE PROVIDER in writing that a negligent error or omission has been discovered in SERVICE PROVIDER’S services, SERVICE PROVIDER shall correctly perform such negligent services at no additional cost to COMMISSION and within a reasonable time period.

SECTION 14. GUARANTEE AGAINST INFRINGEMENT. SERVICE PROVIDER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. SERVICE PROVIDER shall indemnify, hold harmless, and defend COMMISSION, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

SECTION 15. INDEMNIFICATION. SERVICE PROVIDER shall defend, indemnify, and hold harmless the COMMISSION, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with SERVICE PROVIDER’S negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the SERVICE PROVIDER and third parties made pursuant to this Agreement. SERVICE PROVIDER shall reimburse the COMMISSION for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such
claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with SERVICE PROVIDER’S performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars ($10) of the payments made by the COMMISSION constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the SERVICE PROVIDER.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon COMMISSION'S or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, SERVICE PROVIDER shall provide COMMISSION or its designated Project Leader with a copy of all documents prepared by SERVICE PROVIDER under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the COMMISSION is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. SERVICE PROVIDER has been advised the COMMISSION that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. SERVICE PROVIDER agrees to comply with all COMMISSION policies and procedures in observing the requirement of said laws. SERVICE PROVIDER shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the SERVICE PROVIDER in conjunction with this AGREEMENT. Specifically, the SERVICE PROVIDER must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the COMMISSION in order to perform the services being performed by the SERVICE PROVIDER.

(2) Provide the public with access to public records on the same terms and conditions that the COMMISSION would provide the records and 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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the COMMISSION all public records in possession of the SERVICE PROVIDER upon termination of the AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COMMISSION in a format that is compatible with the information technology systems of the COMMISSION.
The SERVICE PROVIDER shall promptly provide the COMMISSION with a copy of any request to inspect or copy public records in possession of the SERVICE PROVIDER and shall promptly provide the COMMISSION a copy of the SERVICE PROVIDER’S response to each such request. Failure to grant such public access will be grounds for immediate termination of this AGREEMENT by the COMMISSION.

16.3 COMMISSION shall have the right to audit the books, records and accounts of SERVICE PROVIDER that are related to the performance of Services pursuant to this Agreement. SERVICE PROVIDER shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. SERVICE PROVIDER shall preserve and make available, at reasonable times for examination and audit by COMMISSION, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COMMISSION to be applicable to SERVICE PROVIDER’S records, SERVICE PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by SERVICE PROVIDER. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for COMMISSION disallowance and/or recovery of any payment upon such entry. The SERVICE PROVIDER shall retain all records relating to this Agreement for five years after the COMMISSION makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COMMISSION. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SERVICE PROVIDER, whether finished or unfinished, shall become the property of COMMISSION and shall be delivered by SERVICE PROVIDER to the COMMISSION within seven (7) days of termination of this Agreement by either party. Any compensation due to SERVICE PROVIDER may be withheld until all documents are received as provided herein.

SECTION 17. ASSIGNMENT

17.1 SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of COMMISSION. All requirements to be observed by the SERVICE PROVIDER shall be observed by all subcontractors.

17.2 If upon receiving written approval from COMMISSION, any part of this Agreement is subcontracted by SERVICE PROVIDER, SERVICE PROVIDER shall be fully responsible to COMMISSION for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
17.3 If COMMISSION determines that any subcontractor is not performing in accordance with this Agreement, COMMISSION shall so notify SERVICE PROVIDER who shall take immediate steps to cancel the subcontract, or correct the deficiency. COMMISSION shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that COMMISSION notifies SERVICE PROVIDER in writing of said communication.

17.4 If any part of this Agreement is subcontracted by SERVICE PROVIDER prior to commencement of any work by the subcontractor, SERVICE PROVIDER shall require the subcontractor to provide COMMISSION with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 18. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that COMMISSION does not agree to use SERVICE PROVIDER exclusively. It is further understood that SERVICE PROVIDER is free to contract for similar services to be performed for others while under contract with COMMISSION. The parties expressly acknowledge that SERVICE PROVIDER is an independent SERVICE PROVIDER, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between COMMISSION and SERVICE PROVIDER or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow COMMISSION, or its agents, representative, or employees, to exercise control or direction over the manner or method by which SERVICE PROVIDER performs any services which are the subject of this Agreement.

SECTION 19. AUTHORIZATION. SERVICE PROVIDER shall not, without authorization first being given by COMMISSION: a) Use or pledge money or credit of the COMMISSION, except in the usual and regular course of business and on account of or for the benefit of the COMMISSION; b) Release or discharge any debt due to COMMISSION without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the COMMISSION’S property; or d) Cause COMMISSION to become a guarantor, surety, or endorser, or give any note which obligates the COMMISSION.

SECTION 20. TAXES. SERVICE PROVIDER shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to SERVICE PROVIDER’S performance of this Agreement.

SECTION 21. DEFAULT. If, during the term of this Agreement, SERVICE PROVIDER shall be in default of any provision of this Agreement, COMMISSION may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until COMMISSION gives notice of the default to SERVICE PROVIDER with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, COMMISSION may, upon fifteen (15) days written notice to SERVICE PROVIDER, terminate this Agreement if: (a) SERVICE PROVIDER is adjudged to be bankrupt; (b) SERVICE
PROVIDER makes a general assignment for the benefit of its creditors; (c) SERVICE PROVIDER fails to comply with any of the conditions or provisions of this Agreement; or (d) SERVICE PROVIDER is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy COMMISSION may have under this Agreement; or (e) when deemed by the COMMISSION (in its sole discretion) is in the best interest of the COMMISSION. In the event of such termination, COMMISSION shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to COMMISSION's generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

SECTION 24. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:

For COMMISSION:

Utilities Commission, City of New Smyrna Beach, Florida
Attention: Materials Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 427-1361

SECTION 25. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 26. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this
Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

**SECTION 27. WAIVER AND ELECTION OF REMEDIES.**

27.1 Waiver by **COMMISSION** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 14, 15 and 16 shall survive the termination or expiration of this Agreement.

**SECTION 28. THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **COMMISSION** and **SERVICE PROVIDER**.

**SECTION 29. LIMITATION OF LIABILITY.** To the fullest extent permitted by law, **SERVICE PROVIDER’S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **SERVICE PROVIDER** under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **SERVICE PROVIDER** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

**SECTION 30. CONSEQUENTIAL DAMAGES.** Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **SERVICE PROVIDER** shall not be liable to **COMMISSION** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

**SECTION 31. ENTIRE AGREEMENT.** This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **COMMISSION** and **SERVICE PROVIDER** with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.
SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of COMMISSION and SERVICE PROVIDER and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMMISSION:

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

By:___________________________________

______________________________
Director of Finance/CFO

ATTEST:______________________________

By:___________________________________

______________________________
Director of Department

SERVICE PROVIDER:

By:______________________________

Its:______________________________

ATTEST:______________________________

By:______________________________

Its:______________________________

(CORPORATE SEAL)
The Utilities Commission, City of New Smyrna Beach, Florida ("COMMISSION") is seeking a quote from a Licensed, Insured Underground Utility Contractor for the Following:

The Utilities Commission is seeking quotations for CIPP Lining for an approximate 800 feet of Vitrified Clay. Including 7 service laterals. Along with five manholes to be lined

Contractor to provide all material and labor to perform the following tasks for the attached details.

Oleander Street

MH-14-041/MH-14-066 =205 FT 0 Laterals
MH-14-066/MH-14-067 =30 FT 0 Laterals
MH-14-067/MH-14-068 =275 FT 4 Laterals
MH-14-068/MH-14-069 =300 FT 3 Laterals

Manhole Depths

<table>
<thead>
<tr>
<th>Manhole Number</th>
<th>Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-041</td>
<td>8’ 3”</td>
</tr>
<tr>
<td>14-067</td>
<td>8’ 1”</td>
</tr>
<tr>
<td>14-069</td>
<td>7’ 11”</td>
</tr>
<tr>
<td>14-066</td>
<td>8” 3”</td>
</tr>
<tr>
<td>14-068</td>
<td>8’ 10”</td>
</tr>
</tbody>
</table>

Jet Cleaning 8” Line
Tv Inspection Post Cleaning
Tv Inspection Post Lining
8” CIPP Lining (6 mm)
Reinstate Service Laterals
Maintenance of Traffic
Manhole Lining

Contractor shall provide insurance, materials, tools, labor, equipment and supervision to perform all work necessary to complete this scope of work.
EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the SERVICE PROVIDER and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the COMMISSION. It shall be the responsibility of the SERVICE PROVIDER and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the SERVICE PROVIDER and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The SERVICE PROVIDER and its subcontractors shall furnish to the COMMISSION such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the COMMISSION as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the COMMISSION and that the carrier should have no less rating than A - X by A.M. Best and Company. COMMISSION reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the SERVICE PROVIDER and its subcontractors shall furnish the COMMISSION with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the COMMISSION in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the SERVICE PROVIDER shall immediately provide written notice to the COMMISSION upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for SERVICE PROVIDER and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the COMMISSION’s office, ATTN: Materials Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDS: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the SERVICE PROVIDER, the COMMISSION and its commissioners, officials, directors, officers, agents, and employees as Additional Insured’s with respect to the activities of the SERVICE PROVIDER and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be
increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The SERVICE PROVIDER and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the COMMISSION, its commissioners, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the SERVICE PROVIDER and its subcontractors and the Additional Insured’s against all claims arising from bodily injury, sickness, disease, or death of any person other than the SERVICE PROVIDER’s employees or damage to property of the COMMISSION or others arising out of the act or omission of the SERVICE PROVIDER or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the SERVICE PROVIDER and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the SERVICE PROVIDER and its subcontractors and the Additional Insured’s against all claims arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY: The insurance shall protect the SERVICE PROVIDER and its subcontractors against all claims under applicable state workers’ compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers’ compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers’ Compensation: Statutory

Employers’ Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.