

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES  
 BID BY ANOTHER GOVERNMENTAL ENTITY  
 VOLUSIA COUNTY 22-B-41HO  
 PIPE LINING AND REHABILITATION OF STORMWATER STRUCTURES**

**WHEREAS**, Inliner Solutions, LLC, an Indiana limited liability company authorized to do business in the State of Florida (the “Vendor”), entered into an agreement dated September 20, 2022, with Volusia County, a political subdivision of the State of Florida, for services procured pursuant to F.S. §287.057 (the “Contract”) and specifically described as: Volusia County 22-B-41HO Pipe Lining and Rehabilitation of Stormwater Structures; and

**WHEREAS**, Bay County, a political subdivision of the State of Florida (“County”) has the legal authority under Bay County Code Section 2-107 adopted by the Bay County Board of County Commissioners to “piggyback” onto a contract of another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

**WHEREAS**, the County desires to “piggyback” onto the above referenced Contract between the Vendor and Volusia County for utilization of the same or similar services specifically described in the Contract (the “Services”) and the Vendor consents to the aforesaid “piggybacking”.

**NOW THEREFORE**, having found it to be in the public interest,

1. The Vendor affirms and ratifies the terms and conditions of the Contract and agrees to provide the services to the County in accordance with the terms of the Contract as the “Vendor” referenced in the Contract, subject to the amendments contained herein. The Contract is attached hereto and incorporated herein as **Exhibit 1**.
2. The County agrees to purchase the services upon the terms and conditions as set forth in the Contract with Volusia County, as amended herein, as the “County” referenced in the Contract.
3. This Contract shall commence upon execution by the County and continue in effect through September 19, 2025.
4. Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:  
 Bay County Engineering Division  
 Attn: Jim Faulkner  
 840 W. 11<sup>th</sup> Street  
 Panama City, FL 32401

For the Vendor:  
 Inliner Solutions LLC  
 Attn: Michael Cannon  
 2531 Jewett Lane  
 Sanford, FL 32771

The Vendor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Vendor's notification of address change is sufficient if sent by email or facsimile.

#### **5. Public Records Law:**

The County is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

- a. Keep and maintain public records required by the County in order to perform the service;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Vendor, or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.
- e. The Vendor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

#### **6. Public Records Custodian**

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, [publicrecords@baycountyfl.gov](mailto:publicrecords@baycountyfl.gov) or 840 W. 11th Street, Panama City, Florida 32401

7. The Vendor represents that it has obtained and will maintain at its expense for the duration of the Agreement, those insurance coverage requirements set forth in the attached hereto and incorporated herein **Exhibit 2**.

8. The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

9. All provisions of the Contract not specifically modified by this Contract shall remain in full force and effect. In the event of any conflict between a provision in the Contract and this Contract, the terms of this Contract shall prevail.

10. This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Executed by:

**BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA**

By: \_\_\_\_\_  
Tommy Hamm, Chairman

Attest:

\_\_\_\_\_  
Bill Kinsaul, Clerk of Court

Approved as to form

\_\_\_\_\_  
Office of Bay County Attorney

**INLINER SOLUTIONS, LLC**

By: \_\_\_\_\_  
(Authorized Representative)

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This Contract was acknowledged and subscribed before me the undersigned notary this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and with proper authority, and who is personally known by me or produced identification of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBITS:**

- 1. Volusia County Contract and Bid Documents
- 2. Insurance Requirements

**EXHIBIT 1  
VOLUSIA COUNTY  
CONTRACT AND BID DOCUMENTS**

# Master Agreement

NO. 750 4140 - 2

TERM: 2022-09-20 to 2025-09-19

Page 1 of 2

Date Issued: 11/30/2022

<b>Vendor contact:</b> <b>Name:</b> Michael Cannon <b>Phone:</b> 407-260-9668 <b>Ext.:</b> <b>E-mail:</b> mcannon@reynoldsinliner.com	<b>County contact:</b> <b>Name:</b> LORI KOONTZ <b>Phone:</b> 386-822-6422 <b>Ext.:</b> 20455 <b>E-mail:</b> lkoontz@volusia.org	<b>Bill To:</b> <b>County of Volusia</b> AS REQUIRED BY USING DEPARTMENT  VOLUSIA COUNTY, FL 32720
<b>Vendor Name:</b> GRANITE INLINER LLC INLINER SOLUTIONS LLC 2531 JEWETT LANE  SANFORD, FL 32771	<b>Vendor No.</b> VS0000000057	<b>Ship To:</b> AS REQUIRED BY USING DEPARTMENT  VOLUSIA COUNTY, FL 32720
<b>Solicitation Number:</b> 22-B-41HO  <b>Award Date:</b> 2022-09-20  <b>Award Authorization:</b> COUNCIL	<b>Purchasing Phone:</b> HEIDI OTT 386-626-6626 <b>Ext:</b> 16626 <b>E-mail:</b> hott@volusia.org  <b>Payment Terms:</b> Net 45 Days, FOB Dest, Freight allowed	
<b>Document Description:</b> Pipe Lining		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	65951	EA	Pipe lining - In accordance with 22-B-41HO	0.000000

Pam Wilsky, CPPO, CPPB  
Purchasing & Contracts Director

County of Volusia  
Sales Tax Exemption Number  
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.  
Volusia County 22-B-41HO Piggyback Agreement  
If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

# Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.  
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/ods/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or [purchasing@volusia.org](mailto:purchasing@volusia.org).

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing). After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



ALL PROPOSALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY RESPONDENTS MAY BE REJECTED AND MAY HAVE NO FORCE AND EFFECT. SOLICITATION BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, IS HEREBY REJECTED AS LATE.

**Recommendation of Award**

Bid Number: 22-B-41HO  
 Bid Title: Pipe Lining and Rehabilitation of Stormwater Structures  
 Opening Date: 6/29/2022 3:00 p.m.

	Atlantic Pipe Services, LLC 1420 Martin Luther King Jr. Blvd. Sanford, FL 32771 Allan Cagle 407-792-1360	Hinterland Group, Inc 5580 State Road 524 Cocoa, FL 32926 Chase Rogers 321-633-7066	Inliner Solutions, LLC* 2531 Jewett Lane Sanford, FL 32771 Daniel Banken 407-472-0014	LMR Construction, Inc. 997 Dawes Road Frostproof, FL 33843 Luis Montanez 863-635-4651	Shenandoah General Construction, LLC 1888 NW 22nd Street Pompano Beach, FL 33069 Daniel DiMura 954-975-0098	Vortex Services, LLC 5910 Hartford Street Tampa, FL 33619 Patrick G. LeClair 813-626-0700 NON-RESPONSIVE**
RICIPP Point Repair, Purchase and Install	\$396,850 \$384,944.50*	No Bid	No Bid	\$359,450.00	No Bid	
RICIPP Lining - Purchase & Install Repair length 0-1000 ft.	\$47,830 \$46,395.10*	\$36,419.00	\$36,043 \$34,961.71*	\$41,295.00	\$35,440.75	
Rehabilitation of Concrete Masonry	\$69.00 \$66.93*	\$36.00	\$44.00 \$42.68*	No Bid	No Bid	
Stormwater By-pass Pumping	\$9,250 \$8,972.50*	\$3,800.00	\$5,850 \$5,674.50*	\$2,450.00	\$400.00	
Maintenance of Traffic	\$7,850 \$7,614.50*	\$24,600.00	\$7,275 \$7,056.75	\$32,700.00	12,900.00	

\*Local Preference Applied

Opened by: Heidi Ott, Purchasing Analyst II & Meghan Chestnut, Purchasing Analyst II  
 Tabulated by: Heidi Ott, Purchasing Analyst II

Recommendation of Award (ROA): LMR is lowest responsive and responsible bidder including Point Repair Services  
 Inliner Solutions – lowest responsive and responsible bidder for all services excluding Point Repair Services.

\* Vortex Services deemed non-responsive due to failure to provide pricing for Stormwater By-pass Pumping.

County Council: September 20, 2022

Approved by: \_\_\_\_\_  
 Pam Wilsky, NIGP-CPP, CCPB, CPPO  
 Director of Purchasing and Contracts

Description	Unit Price for 0' to 2' Pipe Cover	Unit Price for 2' to 4' Pipe Cover	Unit Price for 4' to 6' Pipe Cover	Unit Price for 6' to 8' Pipe Cover	Unit Price for 8' to >10' Pipe Cover	Total
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 12 in Diameter Pipe	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 360.00
RICIPP -LF- Lining - Purchase & Install Repair length 0 - 100 feet 15 in Diameter Pipe	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00	\$ 415.00
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 18 in Diameter Pipe	\$ 100.00	\$ 100.00	\$ 100.00	\$ 103.00	\$ 103.00	\$ 506.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 21 in Diameter Pipe	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 675.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 24 in Diameter Pipe	\$ 150.00	\$ 150.00	\$ 150.00	\$ 155.00	\$ 155.00	\$ 760.00
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 30 in Diameter Pipe	\$ 180.00	\$ 183.00	\$ 183.00	\$ 187.00	\$ 187.00	\$ 920.00
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 36 in Diameter Pipe	\$ 240.00	\$ 248.00	\$ 248.00	\$ 251.00	\$ 251.00	\$ 1,238.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 42 in Diameter Pipe	\$ 300.00	\$ 300.00	\$ 308.00	\$ 315.00	\$ 315.00	\$ 1,538.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 48 in Diameter Pipe	\$ 400.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 2,030.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 54 in Diameter Pipe	\$ 450.00	\$ 450.00	\$ 450.00	\$ 465.00	\$ 465.00	\$ 2,280.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 60 in Diameter Pipe	\$ 560.00	\$ 560.00	\$ 560.00	\$ 570.00	\$ 570.00	\$ 2,820.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 12 in Diameter Pipe	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 300.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 15 in Diameter Pipe	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 360.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 18 in Diameter Pipe	\$ 90.00	\$ 90.00	\$ 90.00	\$ 93.00	\$ 93.00	\$ 456.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 21 in Diameter Pipe	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 575.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 24 in Diameter Pipe	\$ 135.00	\$ 135.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 685.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 30 in Diameter Pipe	\$ 150.00	\$ 150.00	\$ 150.00	\$ 154.00	\$ 154.00	\$ 758.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 36 in Diameter Pipe	\$ 220.00	\$ 220.00	\$ 220.00	\$ 223.00	\$ 223.00	\$ 1,106.00

Description	Unit Price for 0' to 2' Pipe Cover	Unit Price for 2' to 4' Pipe Cover	Unit Price for 4' to 6' Pipe Cover	Unit Price for 6' to 8' Pipe Cover	Unit Price for 8' to >10' Pipe Cover	Total
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 42 in Diameter Pipe	\$ 275.00	\$ 275.00	\$ 283.00	\$ 290.00	\$ 290.00	\$ 1,413.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 48 in Diameter Pipe	\$ 350.00	\$ 350.00	\$ 350.00	\$ 365.00	\$ 365.00	\$ 1,780.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 54 in Diameter Pipe	\$ 400.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 2,030.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 60 in Diameter Pipe	\$ 500.00	\$ 500.00	\$ 500.00	\$ 510.00	\$ 510.00	\$ 2,520.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 12 in Diameter Pipe	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 250.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 15 in Diameter Pipe	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 300.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 18 in Diameter Pipe	\$ 75.00	\$ 75.00	\$ 75.00	\$ 78.00	\$ 78.00	\$ 381.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 21 in Diameter Pipe	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 500.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 24 in Diameter Pipe	\$ 110.00	\$ 110.00	\$ 110.00	\$ 115.00	\$ 115.00	\$ 560.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 30 in Diameter Pipe	\$ 125.00	\$ 125.00	\$ 125.00	\$ 129.00	\$ 129.00	\$ 633.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 36 in Diameter Pipe	\$ 180.00	\$ 180.00	\$ 180.00	\$ 183.00	\$ 183.00	\$ 906.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 42 in Diameter Pipe	\$ 225.00	\$ 225.00	\$ 228.00	\$ 240.00	\$ 240.00	\$ 1,158.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 48 in Diameter Pipe	\$ 300.00	\$ 300.00	\$ 300.00	\$ 315.00	\$ 315.00	\$ 1,530.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 54 in Diameter Pipe	\$ 350.00	\$ 350.00	\$ 350.00	\$ 365.00	\$ 365.00	\$ 1,780.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 60 in Diameter Pipe	\$ 500.00	\$ 500.00	\$ 500.00	\$ 510.00	\$ 510.00	\$ 2,520.00
						\$ -
						\$ 36,043.00

Description	Price	
Day - Low Volume Pumping	\$	<b>1,950.00</b>
Day - High Volume Pumping	\$	<b>3,900.00</b>
	\$	<b>5,850.00</b>

Maintenance of Traffic	Price	
Day - Light Traffic - 2 lane road - 1 lane operation	\$	<b>375.00</b>
Day - Heavy Traffic - 2 lane road - 1 lane operation	\$	<b>700.00</b>
Day - Light Traffic - 3 + lane road - Work in One (1) Lane	\$	<b>1,200.00</b>
Day - Heavy Traffic - 3+ lane road - Work in One (1) Lane	\$	<b>1,500.00</b>
Day - Close Road - Short Detour	\$	<b>1,700.00</b>
Day - Close Road - Long Detour	\$	<b>1,800.00</b>
	\$	<b>7,275.00</b>

Description	Price	
Cost per Square Foot	\$	<b>44.00</b>
	\$	<b>44.00</b>

1.1. Terms and Conditions

Group - 7 Questions - 7/7

1.1.1. Special Conditions

**A. Bid Closing Date**

Bids must be received through the Merrell platform before the posted close date/time. Bids received after this time will not be considered.

**B. Authorized Official**

The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

**C. Definition of Responsive and Responsible for this Bid**

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
  - 2.1. Total Cost; (Section 2.0)
  - 2.2. Warranty; In compliance with the minimum warranty ( Section 1.8. & Section 2.3 & Section 4.7)
  - 2.3. Past Performance; In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference; (Section 1.7.1)
  - 2.4. All technical specifications associated with this Bid; (Section 1.2.0)
  - 2.5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. (Section 1.5.3)

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

**D. Local Preference Availability**

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

**E. Payment Terms**

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

**F. Award Term.** The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

**G. Price Redeterminations**

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

1. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved

for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.

3. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor’s employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers’ Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

3.1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers’ Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

3.2. If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

4. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the Contractor’s operations in connection with the Contractor’s performance of the Agreement.

5. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “All Other Plastic Produce manufacturing – WPU072A01012 , as published by the Bureau of Labor Statistics.

6. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

6.1. *Example:* Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	=	.....	\$200.50
Base index PPI	=	.....	- \$179.20
PPI increase dollars	=	.....	\$21.30
PPI increase percentage (\$21.30 , \$179.20 = .1189).....			11.9%
Unit cost of the service is.....			\$100.00
30% of \$100.00 is directly attributed to the redetermination category....			\$30.00
\$30.00 × 11.9%	=	.....	\$3.57
New unit price for the product/service is (\$100 + \$3.57).....			\$103.57

7. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

**H. Termination**

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
2. Contractor may terminate this Agreement upon at least ninety (90) days prior written notice to County.
3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
  - 3.1. Stop work under the Agreement on the date and to the extent specified in County’s Notice of Termination;
  - 3.2. Inform County of the extent to which performance is completed;
  - 3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,
  - 3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of

the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.
7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

**I. New Material**

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

**J. Damages**

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

**By checking yes, the vendor agrees to the special conditions as contained in this section.**

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

**1.1.2. Compliance with E-Verify Federal Requirements**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

**By checking yes, the vendor agrees to comply with the E-verify requirements as described in this section.**

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

### 1.1.3. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

**By checking yes, the vendor agrees to comply with the FEMA federal contract provisions as described in this section.**

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

### 1.1.4. FEMA Federal Contract Provisions - Documentation

Please fill out and submit the attached **Federal Contract Provisions**.

Document upload Mandatory Requirement

**Granite Inliner, LLC:**

[Updated Federal Contract Provisions\(464700\).pdf](#)

### 1.1.5. General Terms and Conditions

**A. Submission of Offers:** All offers shall be submitted through the Merrell Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

**B. Bidder's Responsibility:** The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,
4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

**C. Execution of Offer:** Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

**D. Opening:** Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to [www.volusia.org/purchasing](http://www.volusia.org/purchasing) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of the following link:

Join from your computer, tablet or smartphone.

<https://www.gotomeet.me/VolusiaCountyPurchasing>

You can also dial in using your phone.

United States: +1 (646) 749-3112

Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA

Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf). Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

**E. Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, [purchasing@volusia.org](mailto:purchasing@volusia.org), by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.**

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

**F. Clarification/Correction of Entry/Minor Irregularities:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

**G. Revisions, Addenda, Questions & Answers:**

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Mercell Source-to-Contract is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Mercell Source-to-Contract.
2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Mercell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the Mercell web site for any posted answers, and/or solicitation changes at <https://app.negometrix.com/today>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.
3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

**H. Incurred Expenses:** This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to

the execution of a purchase order or Contract/Agreement.

**I. Disadvantaged Businesses:** The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

**J. Local Preference:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

**K. Pricing:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

**L. Unusual Costs:** The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

**M. Additional Terms & Conditions:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

**N. Taxes:** County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing). After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

**O. Payment Terms:** Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

**P. Discounts:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

**Q. Meets/Minimum Specifications:** The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

**R. Brand Name or Equal:** If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

**S. Samples:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

**T. Silence of Specifications:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

**U. Change in Scope of Work/Service:**

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

**V. Governing Laws/Venue:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

**W. Assignment:** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

**X. Content of Invitation/Response:** The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

**Y. Disclosure of Bid Content:** All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

**Z. Limitation of Liability/Indemnification:** The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

**AA. Infringement Claim:** For all licensed software or derivative works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

**BB. Sovereign Immunity:** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the

legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**CC. Patents, Copyright, and Royalties:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

**DD. Use of County Logo:** The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

**EE. Training:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

**FF. Acceptance:** Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

**GG. Safety Warranty:** Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

**HH. Safety:** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

**II. Warranty:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

**JJ. Award:** The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

**KK. Other Agencies:** All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

**LL. FOB Destination:** The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

**MM. Special Conditions:** County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

**NN. Licenses, Certificates, and Permits:**

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at [www.sunbiz.org](http://www.sunbiz.org), AND;
2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Agreement.
3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be

performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

**OO. Records & Right to Audit:** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

**PP. Claim Notice:** The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida  
Human Resources/Risk Management Division  
Address: 125 W. New York Avenue, Suite 141  
DeLand, Florida 32720  
Telephone: 386-736-5963  
Fax: 386-822-5006

**QQ. Waiver of Claims:** Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

**RR. Compliance with Laws and Regulations:** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

**SS. For Internet/Web Services:** For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

**TT. Scrutinized Companies-FL Statute Section 287.135 and 215.473:** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**UU. Modifications Due to Public Welfare or Change in Law:** The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

## **VV. Right to Require Performance:**

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

**WW. Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

**XX. Contractor's Personnel:** During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and
9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

**YY. County/Contractor Relationship:**

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by

the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

**ZZ. Disqualification of Bidders:** One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

**AAA. Debarment: Purpose and Intent.** The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

**BBB.** For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**CCC. Dispute Resolution:**

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

- 3.1. County Work Days: **10** Contractor's Representative: **Contractor's Project Manager**  
County Representative: **County's Project Manager**
- 3.2. County Work Days: **10** Contractor's Representative: **Contractor's Sr. Vice President of Sales**  
County Representative: **Director of Purchasing and Contracts**
- 3.3. County Work Days: **20** Contractor's Representative: **Contractor's COO or President**  
County Representative: **Deputy County Manager**

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

**By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.**

**By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.**

Yes/No response Mandatory Requirement

- Yes
- No  
MR missed

**Granite Inliner, LLC:**

- Yes

1.1.6. **Content of Invitation/Response:**

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

**Submission of Offers**

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Mercell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Mercell, at <https://app.negometrix.com/today>.

Do not submit confidential information, proprietary information and/or trade secrets.

**By checking yes, the vendor acknowledges the information provided above regarding offer submission.**

Yes/No response Mandatory Requirement

- Yes
- No  
MR missed

**Granite Inliner, LLC:**

- Yes

1.1.7. **Authorized Signatory**

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

**Complete Name and Title below, which shall indicate acknowledgment. (Click Fill Out)**

Open text response Mandatory Requirement

**Granite Inliner, LLC:**

Daniel Banken, Area Director

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**1.2. Scope of Work**

Group - 2 Questions - 2/2

1.2.1. **A. Technical Specifications/Scope of Work**

**TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR PIPE LINING AND REHABILITATION OF STORMWATER STRUCTURES**

**1.0 SCOPE OF WORK**

Bidders may bid on any one or all of the following parts of this Invitation to Bid:

- Purchase and Installation of Resin Impregnated Cured-In-Place Pipe (RICIPP) Lining and Point Repair

- Purchase and Installation of Polyethylene Pipe Lining
- Rehabilitation of Concrete/Masonry Stormwater Structures

The contractor shall provide a complete job, including all labor, materials and equipment; including but not limited to: water supply and traffic control.

Award may be to one vendor or to multiple vendors, whichever is deemed to be in the best interest of the County.

Any reference to lines contained in this ITB refers to stormwater or sewer lines.

### 1.1 Quality Assurance

All service provided as a result of this ITB shall be the product of a Contractor who is fully experienced, reputable and qualified in the processes requested. The Contractor shall be experienced with the means and methods of each process on which they are submitting a bid.

### 1.2 Site Conditions and Safety

A. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.

B. Particular attention shall be paid to those safety requirements involving entering confined spaces. Contractor shall maintain a robust confined space entry program and other required safety training certifications to perform such work.

C. Flow diversion and/or bypass plans shall be submitted by Contractor to County as necessary to perform the specified work.

### 1.3 Maintenance of Traffic

The Contractor shall be responsible for implementing traffic control procedures in accordance with County standards. Maintenance of Traffic (MOT) closure plans, as well as any field changes, must be processed and approved through Road and Bridge Division Traffic Operations staff prior to any lane closures and shall adhere to the following schedule:

- Allow a minimum of seven (7) week days (non-holiday) for submitted MOT/Traffic Control plan County review and approval.
- Provide a minimum of five (5) week days (non-holiday) for County to dispatch advanced notification announcement processing and agency notification. Volusia County Traffic Operations will dispatch advance notification to Emergency Response Agencies and local Governments.

### 1.4 Bypassing Procedure

A. The Contractor, when required, shall provide for the flow of water around or through the section or sections of pipe designated for service. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line.

B. The Contractor shall be responsible for continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims and shall restore property to its original condition, prior to damage.

### 1.5 Disposal of Debris

A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.

B. The contractor shall remove all solids or semi-solids resulting from the operations from the site. Any truck hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage shall occur.

C. Disposal shall be at a suitable Volusia County owned landfill and all disposal fees shall be the responsibility of the Contractor. Any alternate disposal locations shall require the prior approval of the County Project Manager.

### 1.6 Operating Procedures

Hours of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding county recognized holidays as listed at <https://www.volusia.org/about-us/holidays.shtml>. The pumps shall be in whisper mode at all times when the project is in the vicinity of any hospital, school, daycare, or senior/rehab post-surgery facilities.

### 1.7 Damages

In the event that any property is damaged as a result of actions of the Contractor, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims. The Contractor shall restore the damaged property to its pre-damaged condition.

### 1.8 Warranty

A. Installation: The Contractor shall provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the County.

B. Liner: The Contractor shall provide Manufacturer's standard warranty

### 1.9 Reference

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

## 2.0 RESIN IMPREGNATED CURED-IN-PLACE PIPE (RICIPP) LINING AND POINT REPAIR

### 2.1 Scope of Work

A. The Contractor shall furnish all labor, materials (including water supply), equipment, permitting and tools necessary for the point repair or full reconstruction of the lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing

conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method shall be acceptable.

B. While cleaning, inversion or discharging of resins, a turbidity barrier shall be used at all discharge points and Micro Sort may be used to neutralize the resins. Disposal shall be the responsibility of the Contractor.

C. Curing shall be accomplished by circulating hot water within the liner tube to cure the encapsulated resin system. Any other method of curing shall require prior approval of the County Project Manager.

D. When cured, the finished pipe shall be continuous, watertight and formed to the original conduit.

E. Cleaning and inspection of conduits, bypass pumping, line obstruction removal, re-establishment of services, pre-installation video recording, installation of Resin Impregnated Cured-In-Place Pipe (RICIPP) including installation, television inspection, post-installation video recording, connections, reconnections, testing and final inspections shall all be included as part of this work.

## 2.2 Quality Assurance / Qualifications

A. The Contractor shall have a minimum of three (3) years experience with the means and methods utilized in installing RICIPP to include 100,000 feet minimum installed of eight (8) inch to sixty (60) inch liner in the state of Florida.

B. During the inversion/installation of the RICIPP, the Contractor shall conduct television inspection of the work to verify that the liner installation is acceptable as defined herein. The lines shall be thoroughly cleaned prior to performing the television inspections. The installation television inspections shall be performed such that the lining can be clearly seen. The camera shall be panned, tilted and rotated at all pipe defects and at service lateral connections for the complete video documentation assuring no material drain-down/loss. If required, the Contractor shall halt inversion in order to video close-up viewing.

C. The Contractor shall submit a sample television inspection after the first liner is installed so that the Contractor and the County Project Manager (or designee) can agree on performance and quality of the inspections, which shall be met throughout any resulting contract. Lines not inspected to the County Project Manager's satisfaction shall be re-inspected by the Contractor, at no additional cost to the County, prior to payment.

D. The County has determined that modified polyester resins are critical to the successful rehabilitation of these pipelines and the bidder must have experience wetting-out and installing RICIPP liner tubes using modified polyester resin.

## 2.3 Warranty

A. Installation: The Contractor shall provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the County.

B. Liner: The Contractor shall provide the manufacturer's standard warranty.

## 2.4 Submittals After Bid Opening, Upon Request

A. The Contractor shall submit, upon request, the following information regarding quality:

1. A signed and notarized certification from the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for this project shall not mix with stormwater, lake water or moisture on inversion/insertion.
2. A viscosity profile and procedure showing that the resins to be supplied on this project shall not absorb/mix with water.
3. County will provide the testing services. Contractor shall assist the County in obtaining a small sample of catalyzed resin from the saturated liner tube on site prior to installation. The County shall conduct a water-mixing test (proof of the resin and water not mixing) and the Contractor shall receive and dispose of the sample according to Federal, State and Local Regulations. Failing tests shall be reimbursed by the Contractor.
4. A certification from the felt manufacturer that states the coating shall not be effected by styrene at 100 degrees F.

B. The Contractor shall submit, upon request, a statement by the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for each project contains no fumed silica, fillers or solid modifying agents. In addition, the statement shall include an IR Spectrum fingerprint for each batch of resin and thickener along with a certification from the manufacturer that the detailed resin shall have a viscosity of 1.5 million centipoises or greater when the liner is installed. The resin manufacturer must agree to furnish notarized Certificates of Authenticity with the IR Spectrum fingerprint for each batch of resin and thickener for each project. An estimate of the pounds of resin and thickener to be used on each project is to be included in the letter with the number of shipments anticipated.

## 2.5 Products

### A. Materials

1. The RICIPP shall be fabricated to a size that, when installed, will fit the internal circumference of the conduit specified. Allowance shall be made for circumference/ radial stretching during insertion.
2. The finished RICIPP shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to contaminants associated with stormwater.
3. The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
4. The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
5. The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.
6. The resin system shall be a corrosion resistant polyester resin, modified to contain no fumed silica, fillers or solid theology modifying agents, with a suitable catalyst system and thickening agent that when properly cured within the tube composites meets the requirements of American Society for Testing and Materials (ASTM) F- 1216 and other requirements of this specification. The resin manufacturer shall certify that the resin described above will have viscosity 1.5 million centipoises or greater when installed, or the manufacturer shall certify that the resin will not drain, form slugs and mix with water.

7. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.

8. The bidder shall submit liner thickness calculations to the County Project Manger for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions and shall meet the following design conditions;

- AASHTO H-20 Live Load with two trucks passing for RICIPP in streets.
- A soil modulus of elasticity of 700 psi shall be used. A soil weight 120 pounds per cubic foot and a coefficient of friction of  $Ku'=0.130r$  shall be used for the installed depths.
- The long-term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short-term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
- Safety factor of 2.0 shall be use
- Groundwater levels shall be estimated to be at the ground surfac
- Service temperature range shall be 40 to 140 degrees F.
- Maximum long-term deflection shall be 5 percent. Contractor will provide a deflection information graph with the materials submittal for approval by County Project Manager or designee.

9. The minimum length shall be that deemed necessary to effectively span the footage that is requiring repair.

10. The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness. The minimum installed liner thickness with the pre-determined resin / felt ratio shall be as follows: **See Exhibit A**

**2.6 Structural Requirements**

A. The RICIPP shall be designed per ASTM-1216, with the following additional requirements:

1. The design shall assume no bonding to the original pipe wall.
2. External hydraulic design based on acceptable third party testing and verification of the enhancement factor, K, shall be submitted for review.
3. The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, shall form one homogeneous structural pipe wall with no part of the tube left unsaturated.
4. The cured pipe material (RICIPP) shall conform to the following structural properties:

<u>Property Results</u>	<u>Test Method</u>	<u>Minimum Test Result</u>
Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi

5. Design parameters shall be in accordance with ASTM F-1216. Design parameters shall be for a fully deteriorated pipe with a long-term flexural modulus of 50% of the short-term modulus and the design safety factor for two (2) remaining unchanged.

B. If required by the County, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20 inches in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the County shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in-ground curing cycle.

**2.7 Execution**

A. Prior to Liner Installation –

1. Cleaning of lines – It shall be the responsibility of the Contractor to remove all internal debris / sediments from the lines, unless the Contractor is directed otherwise by the County Project Manager. The Contractor shall clear the line of obstruction such as solids, dropped joints or collapsed pipe that will prevent the insertion of RICIPP.

2. Television Inspection – The Contractor shall perform video inspection of pipelines prior to lining. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of the RICIPP into the pipelines, and it shall be noted so that these conditions can be corrected. Pipe Video (on thumb drive) and a suitable log of inspection shall be provided to the County Project Manager.

**2.8 Installation**

A. The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the County Project Manager or designee.

B. The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminating.

C. The County shall locate and designate all manhole access points for the work and provide rights of access to these points.

D. The pipeline to be rehabilitated with the RICIPP liner shall be rendered free of accumulated debris. If cleaning of the pipe is required, refer to section 1.4. Any hazardous waste material encountered during this contract shall be considered as a changed condition.

E. The Contractor, when required, shall provide for the flow around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair and property damage costs and claims.

F. The pipe to be RICIPP lined shall be video inspected. The inspection shall verify that the pipe is ready to be lined and a copy of the Pipe Video of the pipe condition shall be retained for review and given to the County. If any condition is found to exist that prevents the

lining of the pipe, or that cannot be removed with conventional line cleaning equipment, the contractor shall notify the County of the condition and review the Pipe Video with the County Project Manager. If an excavated point repair is necessary, the County shall make the appropriate repair or the County shall issue written authorization to the contractor to make the necessary repairs and the work shall be paid for as a separate item.

G. The Contractor shall be responsible for contacting each home or business in close proximity to the sewer to be RICIPP lined. They will be informed of the work to be conducted and the projected length of time for the lining. The Contractor shall provide a copy to the County for review and approval prior to neighborhood contact. The contact shall be by approved letter or door hanger forty-eight (48) hours prior to work beginning on the affected section of pipe. A personal contact shall be made twenty-four (24) hours prior to work beginning.

H. Resin Impregnation – The quality of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.

I. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the County at the end of each lining. For every five installations, the County Project Manager or designee shall perform a miscibility test demonstrating that water will not mix with the resin system.

J. A Contractor's representative shall remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the County Project Manager prior to inversion. The material shall exhibit the characteristic of an elastic gel. A water mix test shall be performed on site, catalyzed resin shall be placed in a jar and equal amount of water added, the jar sealed and shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube shall be rejected and shall be removed from the site. The rejected liner shall be disposed of in accordance with Federal, State and Local requirements. A pre-liner shall be required and the thickness of the entire circumference of the line shall have to meet or exceed the minimum thickness required by the County.

K. At the County's request, no more than five (5) times per 10 inversions, a video camera shall be inserted into the pipe to be lined and positioned within one to two (1–2) feet of the inverting tube in the presence of the County Project Manager. The County Project Manager shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed the Contractor shall immediately stop the inversion and remove the tube from the pipe. The rejected liner shall be removed from the site and disposed of in accordance with Federal, State and Local requirements.

L. Reforming – After insertion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.

M. Cool down shall be accomplished by the introduction of cool water and air or other approved method.

N. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

## 2.9 Sealing RICIPP at Manholes/Inlets

A. Leakage testing of the pipe shall be accomplished during the cure while under positive head.

B. If the RICIPP fails to make a water tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP.

C. There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense.

## 2.10 Inspection

A. The Contractor shall inspect all piping to ensure that the RICIPP is free from defects in materials and workmanship.

B. A pipe video (on thumb drive) shall be provided to the County showing the completed work. The pipe video shall include the pre-installation footage, the inversion / installation footage (when required) and the post-installation footage. **NO INVOICE SHALL BE APPROVED FOR PAYMENT WITHOUT ACCOMPANYING VIDEO.**

C. RICIPP samples shall meet or exceed the specified structural properties of:

<b>Property Results</b>	<b>Test Method</b>	<b>Minimum Test Result</b>
Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi

D. Visual inspection of wet out facility and process parameters noted/inspected (i.e., gap setting).

E. Visual inspection of the RICIPP shall be in accordance with ASTM F-1216, section 8.6.

F. IR Spectrum fingerprints shall be submitted and approved prior to payment.

G. At least one (1) Miscibility Test shall be performed on-site for each five installations.

H. No payments shall be made for rejected liner tubes or for liner tubes not meeting these specification requirements, including testing

## 2.11 Chemical Thickened System Miscibility Guidelines

A. The purpose shall be to define properties that the resin / resin-impregnated flexible tube must have to perform effectively and consistently in all field conditions.

B. All resin / resin-impregnated flexible tube materials used shall have the following properties (greater than 1.5 million centipoises):

1. Must react/perform in the presence of water;

2. Must withstand submergence in water without degradation (pre-cure and post-cure);
3. Must prevent the passage of water through the sewer pipe joint (infiltration);
4. Must stay at a constant viscosity during reaction period;
5. Must stay in the confines of the host pipe being rehabilitated;
6. Must not produce slugs that require excavation;
7. Shall meet liner thickness per contract/design specifications (0% to +10%) measured eight times around the perimeter;
8. Residual must not impede on downstream lines or water tables;
9. Must withstand internal exposure to sewage/chemical specified.

### 2.12 Miscibility Test Procedure

A. Resin + Chemical Thickener + premixed at wet-out facility. Test tube/glass-pint jars shall be filled half full with material. When mixed in the proper proportions and stored at temperatures above 40 degrees F, thickening shall be complete in 18-24 hours. Once thickening is complete (invert test tube/jar: non-flowing). The container shall be filled with water. The lid shall be replaced and the contents shall be mixed by shaking. Resin system shall be immiscible.

B. Resin + Chemical Thickener. Mix a 50/50, by volume, mixture of resin + thickener in a glass test tube/glass jar. The mixture shall thicken to 1.5MM cps in short time (approximately 15 minutes). Once thickening is complete (invert test tube/jar: non-flowing), fill the container full with water, replace lid/seal top and mix by shaking. Resin system shall be immiscible.

All samples / waste shall be disposed of properly and in accordance with Federal, State and Local requirements. For a more scientific approach – quantifying rate of thickening, see Time-Test Viscosity Method (ASTM D-1545).

## 3.0 POLYETHYLENE PIPELINING

### 3.1 Scope of Work

The Contractor shall furnish all labor, materials, equipment, and tools necessary for the installation of a deformed polyethylene line into existing lines.

### 3.2 Submittals After Bid Opening, Upon Request

Bidders shall submit three (3) copies of manufacturer's technical literature and recommended installation procedures.

### 3.3 Materials

A. The liner pipe shall be fabricated from materials (i.e. polyethylene) which are chemically resistant to withstand internal exposure to domestic sewage.

B. The following material is approved for installation in lines:

The line pipe and fittings shall be manufactured from high density polyethylene pipe compound which meets the performance requirements of ASTM F15333 – Standard Specifications for Deformed Polyethylene Liner.

C. Tests for compliance with this specification shall be made according to the applicable ASTM specifications. A certificate of compliance with this specification for all material furnished under the contract shall be provided by the manufacturer upon request.

D. The outside diameter shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit. The outside diameter of the liner shall be at least equal, preferably larger than the inside diameter of the conduit. Allowance shall be made for misaligned and missing conduit. The standard dimension ration (SDR) of liner shall be based on the evaluation of the design considerations.

E. These considerations normally include an evaluation of:

1. Flow capacity
2. External loads (hydrostatic pressure and/or static and dynamic earth loads)

Internal pressure, if applicable. The Contractor shall recommend liner SDR based on an evaluation of these conditions.

F. The Contractor shall determine the minimum length for each section to provide at least two (2) feet excess at both ends of the liner pipe section to be processed. The Contractor shall verify the lengths in the field before insertion. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the County Project Manager.

### 3.4 Preparation

A. Prior to Installation

1. Cleaning of line

Line sections shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.

2. Close Circuit Television Inspection

a. Line sections to be lined shall be CCTV inspected with a video recording by the Contractor, noting locations of all obstructions. Any other obstructions encountered that will prevent proper liner installation or damage the liner during installation shall be called to the attention of the County so the County can determine the method for their removal or repair.

b. No lining shall be performed until the line has been properly prepared. If the line is unacceptable for lining, the Contractor shall review the TV inspection report and determine the location(s) where spot repairs or additional cleaning is required.

### 3.5 Installation

A. The polyethylene liner shall be inserted into the existing line with a power winch and steel cable connected to the end of the liner by use of an appropriate pulling header or other approved pulling method. A second pulling head may be attached to the other end of the

liner for attachment of a tag line to pull the liner back out of the line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and winching power available and consideration of the size and condition of the sewer.

B. After insertion is completed, the Contractor shall supply a suitable heat/pressure source. The equipment shall be capable of delivering steam or hot fluid and pressure throughout the section to uniformly raise the plastic temperature of the mass of plastic to the temperature required to form the liner.

C. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the fluid injected.

D. Cool-down may be accomplished by the introduction of cool water and air or other approved method.

E. The finished liner shall be continuous over the entire length of the insertion and be as free as practicable from visual defects such as splits, creases or foreign inclusions. It shall all meet the pressure test specified below.

F. During the warranty period, defects which will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

### **3.6 Sealing Liner at Manholes / Securing liner at Manholes**

A. For a leak tight seal between the liner and the manhole wall, the Contractor shall apply a sealing material at that point. The sealing materials and methods shall be approved by the County prior to installation and shall be performed at no additional cost.

B. All liner ends in manholes shall be secured to help eliminated contraction, expansion and other movement of liner pipe. Liner pipe ends shall be secured by either inserting two stainless steel bolts/nuts with washers or two 2" x 2" x 1/2" blocks of polyethylene heat welded at 10:00 and 2:00 position on the liner ends that are protruding into manholes.

### **3.7 Inspecting**

After the work is completed the Contractor shall provide the County with a video (on thumb drive) showing the completed work.

## **4.0 REHABILITATION OF CONCRETE/MASONRY STORMWATER STRUCTURES**

### **4.1 Summary**

This specification covers all labor, materials, equipment, and services necessary to complete the installation of corrosion protection for concrete and masonry stormwater structures as herein specified.

### **4.2 References**

A. ACI – The published standards of the American Concrete Institute, Farmington Hills, MI.

1. ACI 506.2-77 – Specifications for Materials, Proportioning, and Application of Shotcrete.

B. ASCE – The published Manuals and Reports on Engineering Practices of the American Society of Civil Engineers, Reston, VA.

1. ASCE Manual No. 92 – Manuals and Reports on Engineering Practice; Manhole Inspection and Rehabilitation (2008

Update).

C. ASTM – The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

1. ASTM D638 – Tensile Properties of Plastics.

2. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics.

3. ASTM D695 – Compressive Properties of Rigid Plastics.

4. ASTM D4541 – Pull-off Strength of Coatings Using a Portable Adhesion Tester.

5. ASTM D7234 – Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.

6. ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.

7. ASTM D2584 – Volatile Matter Content.

8. ASTM D543 – Resistance of Plastics to Chemical Reagents.

9. ASTM D4258 – Standard Practice for Surface Cleaning Concrete

10. ASTM D4259 – Standard Practice for Abrading Concrete

11. ASTM C109 – Compressive Strength Hydraulic Cement Mortars.

12. ASTM C579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

D. ICRI – The published standards of the International Concrete Repair Institute, Des Plaines, IL.

1. ICRI Technical Guideline No. 310.2-1997 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

E. NACE – The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

1. NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates

F. SSPC – The published standards of the Society of Protective Coatings, Pittsburgh, PA.

1. SSPC-SP 1 – Solvent Cleaning

2. SSPC-SP 5 – White Metal Blast Cleaning

3. SSPC-SP 10 – Near White Metal Blast Cleaning

4. SSPC-SP 12 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.

5. SSPC SP-13/NACE No. 6 – Surface Preparation of Concrete.

6. SSPC-PA 9 – Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.

G. SSPWC – Standard Specifications for Public Works Construction “Greenbook”, 2009.

1. SSPWC 210-2.3.3 & 211-2 – Chemical Resistance Test (Pickle Jar Test).

2. SSPWC 500-2 – Manhole and Structure Rehabilitation.

#### 4.3 Submittals

A. Product Data:

1. Technical data sheet for each repair and coating product to be used; including application, cure time, surface preparation procedures, and certification from coating product manufacturer as to the compatibility of the repair material(s) and coating system.
2. Material Safety Data Sheet (MSDS) for each product to be used.
3. Copies of independent testing performed on the coating product indicating the product meets the requirements as specified herein. Coating product physical properties shall be substantiated through submittal of testing results as documented by an accredited third party laboratory and shall be representative of the actual field applied product including cure mechanism(s) as to be employed in the field.
4. Five (5) references of manufacturer indicating successful coating system performance greater than five (5) years in age of the submitted coating product(s) within the municipal stormwater environment.

B. Contractor Data:

1. Current documentation from repair and coating product manufacturer(s) certifying Contractor's training and equipment complies with the Quality Assurance requirements specified herein.
2. Five (5) references of Contractor indicating successful coating system installation performance greater than five years in age of coating product(s) of the same material type as specified herein, applied by spray application within the municipal stormwater environment.
3. Documentation of requirements of stated within.

#### 4.4 Quality Assurance

A. Coating and repair product(s) shall be capable of being installed and curing properly within the specified environment(s).

B. Coating and Repair product(s) shall be fully compatible; including ability to bond effectively (as tested for in Section 3.5 C.) to each other and/or the host substrate, forming a composite system.

C. Contractor shall utilize equipment for the application of the coating and repair product(s) which has been approved by the product manufacturer; and Contractor shall have received training on the operation and maintenance of said equipment from the product manufacturer. Written certification of such approval(s) and training shall be submitted by the coating and repair product manufacturer(s).

D. Contractor and contractor personnel shall be certified by, or have their training approved and certified by, the coating and repair product(s) manufacturer(s) for the handling, mixing, application and inspection of the product(s) to be used as specified herein. Written certification of such training shall be submitted by the coating and repair product manufacturer(s) and shall include the individual contractor personnel to be employed on the project.

E. Inspectors shall be trained in the use of testing or inspection instrumentation and knowledgeable of the proper use, preparation and installation of the product(s) to be used as specified herein.

F. Contractor shall initiate and enforce quality control procedures consistent with the coating product(s) manufacturer recommendations and applicable NACE, SSPC, ICRI or other standards as referenced herein.

#### 4.5 Delivery, Storage, and Handling

A. Materials are to be kept dry, protected from weather, and stored under cover.

B. Coating and repair materials are to be stored between 50 deg F and 90 deg F. Do not store near flame, heat, or strong oxidants.

C. All materials are to be handled according to their material safety data sheets.

#### 4.6 Site Conditions and Safety

A. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.

B. Particular attention shall be paid to those safety requirements involving entering confined spaces. Contractor shall maintain a robust confined space entry program and other required safety training certifications to perform such work.

C. Flow diversion and/or bypass plans shall be submitted by Contractor to Owner as necessary to perform the specified work.

#### 4.7 Warranty

A. Contractor shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Contractor shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

B. Coating and repair product supplier(s) shall warrant all coating materials for a period of one (1) year from the date of final acceptance, unless otherwise noted, to be free of manufacturing defects; and products will meet current published physical properties when applied and tested in accordance with the manufacturer's standards. If, within said one (1) year period, any product does not meet the physical properties or is defective in manufacture the manufacturer will either replace the defective product or refund the purchase price.

#### 4.8 Existing Products

A. Standard Portland cement or new concrete must cured a minimum of 28 days prior to application of the coating product(s) or surfaces must be prepared and coating materials applied according to the coating product manufacturer's recommendations for such conditions.

B. Existing coatings shall be removed which may affect the performance and adhesion of the specified coating product(s). Contractor is to maintain strict adherence to the protective coatings manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.

C. Thoroughly clean and prepare existing products/surfaces to effect a seal with and promote the adhesion of the coating product(s).

#### 4.9 Repair Products

A. Repair products shall be used to fill voids or bugholes, smooth transitions between components, replace lost mortar in masonry structures, smooth rough surfaces, and rebuild severely deteriorated substrates and/or to remediate infiltration prior to the installation of the coating product(s).

1. Repair materials must be supplied by the coating product(s) manufacturer or shall be expressly approved by the coating product(s) manufacturer in writing for compatible with the specified coating product(s).
2. All materials shall be mixed, applied, and cured in accordance with the manufacturer's recommendations.
3. Repair product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.

B. 100% solids, solvent-free epoxy grout; specifically the specified coating product(s) (Section 2.3 C.) enhanced with Raven 200 polyolefin fiber filler or other approved aggregate.

C. Factory blended, rapid setting, high-early strength, non-shrink repair mortar to be trowel or pneumatically spray applied to the entire surface

1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800-324-2810 or 918-6150-140 fax.
2. Product: Raven 755 Cement Mortar having the following characteristics:
  - a. Product Type: Fiber filled high early strength Portland cement mortar
  - b. Tensile Strength, psi (ASTM C496): >800
  - c. Compressive Strength, psi (ASTM C109): >9,000 @ 28 days
  - d. Flexural Strength, psi (ASTM C293): >1500
  - e. Shrinkage @ 90% R. H., % (ASTM C596): 0
  - f. Adhesion to Concrete, psi (ASTM C882): >2000 psi
  - g. Freeze/Thaw (ASTM C666): 100 Cycles, no visible damage
3. Or equal as approved by County representative

D. Factory blended, high strength, non-shrink, cementitious repair mortar to be troweled or otherwise manually applied to repair/fill minor surface defects from featheredge to 1/4" in thickness.

1. Manufacturer: Raven Lining Systems
2. Product: Raven 710 – Cement Mortar having the following characteristics
  - a. Product Type: Calcium aluminate mortar
  - b. Compressive Strength, psi (ASTM C109): >5,000 @ 28 days
  - c. Shrinkage @ 90% R. H., % (ASTM C596): 0
  - d. Adhesion to Concrete, psi (ASTM C882): >1600 psi
  - e. Adhesion to Concrete, psi (ASTM D7234): >150 psi
3. Or equal as approved by County representative

E. Factory blended, high-early strength, non-shrink, cementitious repair mortar to be trowel applied to fill large voids or repair bench and inverts.

1. Manufacturer: Raven Lining Systems
2. Product: Raven 700 Cement Mortar having the following characteristics:
  - a. Product Type: Calcium aluminate mortar
  - b. Compressive Strength, psi (ASTM C109): >1,800 @ 24 hours
  - c. Adhesion to Concrete, psi (ASTM C882): >1600 psi
  - d. Adhesion to Concrete, psi (ASTM D7234): >150 psi
  - e. Density of wet mix: 100 – 110 lbs./ft<sup>3</sup>.
3. Or equal as approved by County representative

F. Factory blended, non-shrink, hydraulic cement to be used for infiltration remediation.

1. Manufacturer: As applicable

2. Product: Hydraulic cement having the following characteristics:

- a. Product Type: Hydraulic cement
- b. Compressive Strength, psi (ASTM C109): >1,000 @ 1 hour, >2500 psi @ 24 hours
- c. Shrinkage @ 90% R. H., % (ASTM C596): 0

G. Hydrophobic or Hydrophilic injectable urethane chemical grout to be used for the remediation of high volume infiltration or crack repair and/or soil stabilization and void filling.

- 1. Manufacturer: As applicable
- 2. Product: Urethane chemical grout as appropriate for infiltration, crack repair and soil stabilization.

H. (OPTIONAL) Fiberglass woven roving cloth using E-Glass, 9 oz/yd<sup>2</sup> minimum weight; typical of Hexcel or BFG Industries style #7500.

#### 4.10 Coating Products

A. Coating product shall be applied to all interior surfaces to impart a degree of structural enhancement.

B. Coating product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.

C. 100% Solids, Solvent-Free, Ultra-High Build Epoxy Coating to be spray applied to all interior surfaces of exposed concrete above the spring line or as otherwise detailed.

1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800-324-2810 or 918-6150-140 fax or equal as approved by County representative.

2. Product: Raven 405 – 100% solids, solvent-free ultra high-build epoxy system exhibiting the following characteristics:

- a. Product Type: amine cured epoxy OC Content (ASTM D2584):
- b. VOC Content (ASTM D2584): 0%
- c. Compressive Strength, psi (ASTM D695): 18,000 (minimum)
- d. Tensile Strength, psi (ASTM D638): 7,500 (minimum)
- e. Flexural Modulus, psi (ASTM D790): 700,000 (minimum)
- f. Adhesion to Concrete, psi/mode of failure (ASTM D4541/7234): 200 psi (minimum) with substrate (concrete) failure
- g. Product shall be applied at a minimum 125 mils minimum

D. Product primer to be applied as recommended by the coating product manufacturer as installation conditions warrant.

1. Manufacturer: Raven Lining Systems or equal as approved by County representative.

2. Product: Raven 171 – 100% solids epoxy primer having the following characteristics: 100% Solids, Solvent-Free, Ultra-High Build Epoxy Coating to be manually or spray applied to interior surfaces of exposed concrete below the typical flow line; specifically designed for accelerated cure and suitable for release of flow in less than 45 minutes at normal service temperatures or as otherwise detailed.

#### 4.11 Product Application Equipment

A. Cementitious repair products for spot repair may be mixed and applied using hand and/or power tools

B. Cementitious repair products to be spray applied shall be mixed and applied using manufacturer approved batch mixing and low velocity spray devices.

C. Coating product primer may be applied using hand tools or other convention/airless spray application device(s).

D. Coating product to be spray applied shall be mixed and applied using manufacturer approved heated plural component spray equipment.

E. Coating product application to hard to reach areas or for touch-up may be performed using hand tools.

#### 4.12 Examination

A. Appropriate actions shall be taken by Contractor to comply with local, state, and federal regulatory and other applicable agencies with regard to environment, health, and safety during work.

B. All structures to be coated shall be readily accessible to Contractor.

C. New Portland cement concrete structures shall have endured a minimum of 28 days since manufacture prior to commencing coating installation. Should earlier coating be required, coating product manufacturer shall recommend specifications including appropriate cure assessment testing and use of specialty primers and sealers such as Raven 171.

D. Any active flows shall be dammed, plugged, or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated until final applications are cured as recommended by the manufacturer.

E. Temperature of the surface to be coated should be maintained between 40 and 120 deg F.

F. Specified surfaces should be shielded to avoid exposure of direct sunlight, other intense heat source or, where cementitious products are employed, excessive ventilation. Where varying surface temperatures do exist, coating installation should be scheduled when the temperature is falling versus rising.

G. Prior to commencing surface preparation, Contractor shall inspect all surfaces specified to receive the coating and notify Owner, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

#### 4.13 Repairs and Surface Preparation

A. Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.

B. Offset structural components, lids, covers, frames, etc. shall be repaired, replaced, or reset prior to the commencement of surface preparation.

C. External soil/fill voids shall be remediated and/or stabilized by replacement or injection of stabilizing grout as determined appropriate by the County representative.

D. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be removed in accordance with SSPC-SP 1 – Solvent Cleaning. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or coating product(s).

E. Surface preparation method, or combination of methods, that may be used include high-pressure water cleaning, water jetting, abrasive blasting, shotblasting, grinding, scarifying, detergent water cleaning, hot water cleaning and others as referenced in industry accepted standards such as:

1. SSPC SP-13/NACE No. 6 Surface Preparation of Concrete,
2. ASTM D-4258 Standard Practice for Surface Cleaning Concrete for Coating and ASTM-D-4259 Standard Practice for Abrading Concrete,
3. ICRI Technical Guideline No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
4. NACE/SSPC Standards for the surface preparation of steel.

F. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound, clean, and neutralized surface suitable for the specified coating product(s).

1. Resulting concrete surface profile (CSP) of the prepared concrete substrate shall be (as described in ICRI Technical Guideline No. 310.2-1997):

- a. For application of cementitious materials; at least a CSP-2
- b. For application of coating products: at least a CSP-2.

2. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that sound substrate remains,

a. In conditions where severe chemical/microbiological attack has occurred the prepared substrate shall exhibit a pH of 8-12. Additional cleaning and/or contaminated substrate removal may be required to achieve the specified pH level.

3. Steel surfaces to be coated shall be abrasive blast cleaned.

a. Blast air shall be free of oil and water.

b. Abrasive shall be as required to produce the specified level of cleanliness and profile in an efficient and uniform manner. Abrasive shall not be recycled.

c. Abrasive blasting shall not be performed when the air or steel temperature is below 40 deg F, when the relative humidity exceeds 80%, or when the steel is less than 5 deg F warmer than the dew point. The Contractor will provide dehumidification, and/or temperature control as necessary to meet these conditions.

d. Blast cleaning shall be in accordance with SSPC-SP 5, White Metal Blast Cleaning for immersion service of the coated areas. Blast cleaning for other surfaces shall be in accordance with SSPC-SP 10, Near White Blast Cleaning. Anchor profile shall be 2.5-5.0 mils and relative to the coating thickness specified.

e. Alternatively, surfaces to be recoated may be cleaned according to SSPC-SP 12/NACE No. 5 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.

f. Preparation shall be to SSPC-SP 12, WJ-1, Clean to Bare Substrate using a minimum of High-Pressure Water Jetting (10,000 psi-30,000 psi).

g. Water jetting does not produce an etch or profile of the magnitude currently recognized by the coatings industry. Rather, it exposes the original abrasive-blasted surface profile if one exists. An anchor profile of at least 2.5 mils is required to be exposed. If sufficient profile does not exist, abrasive blasting shall be performed as specified in section 3.2 D.

h. At the time of the recoating, the amount of flash rust shall be no greater than "No Flash Rust" as defined in SSPC-SP 12.

i. If inhibitors are to be used with the standard jetting water, the coatings manufacturer shall be consulted to ensure the compatibility of inhibitors with the coatings.

G. Prior to the application of the coating product repairs shall be completed to ensure the following:

1. All inflow and infiltration shall be eliminated by use of appropriate repair material(s), such as hydraulic cements and/or chemical grouts as described in Section 2.2.

2. All repairs to joints, pipe seals, steps, mechanical penetrations, benches, inverts, pipes or other appurtenances to be coated shall be completed and repaired surfaces prepared according to this section.

a. Benches or other horizontal surfaces shall have adequate slope (1" rise per lineal foot minimum) to minimize the retention of debris following surcharge.

b. Inverts or flow channels shall be smooth without lips, rough edges or other features which may cause debris to collect; contoured to minimize turbulent flow; and be sloped to promote adequate flow from the inlet(s) to the outlet pipe.

c. All joints, pipe seals, steps or other penetrations shall be sealed against inflow, infiltration and exfiltration and be adequately filled, smoothed and contoured to promote monolithic coating application.

H. Areas where reinforcing steel has been exposed shall be repaired in accordance with the County representative's recommendations

or at the minimum all exposed steel shall be prepared in accordance with Section 3.2 Par G.2 prior to coating with the coating product specified or other approved primer as specified by the coating product manufacturer.

#### 4.14 Application of Repair and Resurfacing Products

A. Repair products as per section 2.2 D shall be used to fill voids, bugholes, and other surface defects which may affect the performance or adhesion of the coating product(s).

B. Repair products as per section 2.2 C and/or D shall be used to repair, smooth or rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the coating product(s) to be applied. These products shall be installed to ½" minimum thickness or as recommended within manufacturers published guidelines. Should structural rebuild be necessary, these products shall be installed to a thickness as specified by the Project Engineer

C. Repair products as per section 2.2 F and/or G shall be used to remediate all active inflow, infiltration, and/or external soil/fill voids.

D. All Repair products shall be handled, mixed, installed, and cured in accordance with manufacturer guidelines.

E. All repaired or resurfaced substrates shall be inspected for cleanliness and suitability to receive the coating product(s). Additional surface preparation may be required prior to coating application as per section 3.2.

F. (OPTIONAL) Fiberglass woven roving cloth may be rolled into the coating for added tensile and flexural strength where desired and/or required.

1. A tack coat of a minimum of 20-30 mils shall be applied and allowed to cure to a tack free state, followed by an additional coat of 20-30 mils of coating into which the fiberglass mat shall be inlaid and rolled while wet, an additional 50-60 mil coat minimum shall be applied over the fiberglass inlay as part of the overall coating application.

2. Fiberglass mat shall be woven roving cloth with an approximate weight of 9 oz/yd<sup>2</sup>. Fiberglass mat shall be rolled into the epoxy tack coat(s) using a notched roller fully relieving trapped air and wrinkles. The final topcoat shall encapsulate all fiberglass strands. Care should be taken to ensure adequate cure time between applications above 100 mils to relieve exothermic heat in order to avoid thermal degradation of the coating.

#### 4.15 Application of Coating Product(s)

A. Application procedures shall conform to the recommendations of the coating product(s) manufacturer, including environmental controls, product handling, mixing, application equipment, and methods.

B. Spray equipment shall be heated plural component specifically designed to accurately ratio and apply the coating product(s) and shall be in proper working order.

C. Contractors qualified in accordance with Section 1.4 of these specifications shall perform all aspects of coating product(s) installation.

D. Prepared surfaces shall be coated via spray application of the coating product(s) described herein unless otherwise recommended by the coating product manufacturer.

E. Coating thickness shall be in relation to the profile of the surface to be coated as recommended by the coating product manufacturer. In all cases the coating product(s) shall be applied to a minimum dry film thickness of 80 mils to surface profiles of CSP-2 to CSP-5 or 125 mils minimum DFT to surface profiles of CSP-6 or greater. For resistance to ground water head pressure the coating shall be a minimum of 80 mils for depths up to 15' and 125 mils minimum for depths from 15' to 80'. For depths greater than 80' consult the coating manufacturer for recommendations.

F. Subsequent topcoating or additional coats of the coating product(s) shall occur within the product's recoat window or 24 hours whichever is less. Additional surface preparation procedures will be required if this recoat window is exceeded. Coating product(s) shall interface with adjoining construction materials/components throughout the manhole structure to effectively seal and protect substrates from attack by corrosive elements and to ensure the effective elimination of infiltration into the drainage system. Procedures and materials necessary to effect the interface between dissimilar materials and the coating product shall be as recommended by the coating product(s) manufacturer.

G. Termination points of the coating product(s) shall be made at the manhole frame and chimney joint (or other man way as is present), 1" below normal flow levels at the bench or within the invert [unless invert is specified to receive coating], and a minimum of 1" interfacing within each pipe penetration.

H. Stormwater flow shall be stopped, bypassed, or diverted as necessary for application of the coating product(s) to the invert and interface with pipe materials.

#### 4.16 Testing and Inspection

A. Coating system thickness shall be inspected to ensure compliance with the specifications herein. During application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, documented, and attested to by Contractor for submission to Owner. After the coating product(s) have cured in accordance with manufacturer recommendations, coating system thickness may be measured according to SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.

B. High voltage holiday detection for coating systems installed in corrosive environments, when it can be safely and effectively employed, shall be performed to ensure monolithic protection of the substrate. After the coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays in accordance with NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates or ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer's recommendations.

1. Test voltage shall be a minimum of 100 volts per mil of coating system thickness.

2. Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.

3. All areas repaired shall be retested following cure of the repair material(s).
4. In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted and all possible holidays shall be marked and repaired as described above.
5. Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the Owner/Engineer by Contractor.

C. Visual inspection shall be made by the Project Engineer and/or Inspector. Any deficiencies in the finished coating affecting the performance of the coating system or the operational functionality of the structure shall be marked and repaired according to the recommendations of the coating product(s) manufacturer.

D. The drainage system may be returned to full operational service as soon as the final inspection has taken place and all coating materials have been adequately cured according to the coating product(s) manufacturer's recommendations.

**By checking yes, vendor acknowledges the above Scope of Work / Technical Specifications and will furnish said product or services according to the specifications or scope of work detailed within this ITB if awarded.**

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

1.2.2. Exhibit A - Line Thickness Chart (Ground Cover in Feet)

Please responded yes that you have reviewed this chart.

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

**1.3. Revisions/ Addenda/ Questions & Answers**

Group - 1 Questions - 1/1

**1.3.1. REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

**By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.**

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

## 1.4. Insurance Requirements

Group - 4 Questions - 4/4

- 1.4.1. **By checking yes, vendor agrees to the insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No response Mandatory Requirement

- Yes
- No  
MR missed

**Granite Inliner, LLC:**

- Yes

### 1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

**A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.**

**B. Subcontractors and Independent Contractors.** All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

**C. Claims Made Basis Insurance Policies.** All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

**D. Risk Retention Groups and Pools.** Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

**E. Minimum Required Policies and Limits.** Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

**F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.** Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

**G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.**

**H. Workers’ Compensation.** Workers’ Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers’ Compensation Law (Chapter 440, Florida Statutes, Workers’ Compensation Insurance) and include Employers’ Liability Insurance with limits no less than the

statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

**I. Commercial General Liability Insurance.** The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

**J. Motor Vehicle Liability.** The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

**AA. Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.

## **2. Insurance Requirements**

### **A. General Insurance Requirements:**

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

### **3. Proof of Insurance**

**A.** The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

**B.** The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

**C.** All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

**D.** The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

**E.** The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

1.4.2. **Damages to Rental Equipment**

Rental Contractor(s) agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this Agreement for rental of equipment. Rental Contractor(s) also agree that the County shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of either the County or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Contractor(s) further understand and agree that no employee of the County other than the Director of Purchasing and Contracts is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a County employee other than the Director of Purchasing and Contracts shall be interpreted as the County's acknowledgement of delivery only.

**By checking yes, the vendor acknowledges and agrees to the terms and conditions regarding damages to rental equipment as described in this section.**

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

1.4.3. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

Document upload

**Granite Inliner, LLC:**

[COI Inliner Solutions, LLC - 2531 Je..\(464701\).pdf](#)

1.4.4. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached **Hold Harmless Agreement**.

Document upload

**Granite Inliner, LLC:**

[Hold Harmless Agreement\(464702\).pdf](#)

---

**1.5. Forms**

Group - 12 Questions - 12/12

1.5.1. **Bid Submittal Form**

Please fill out and submit the attached **Bid Submittal Form**.

Document upload Mandatory Requirement

**Granite Inliner, LLC:**

[Bid Submittal Form\(464703\).pdf](#)

1.5.2. **W-9**

Please attach current **W-9 Form**.

Document upload Mandatory Requirement

**Granite Inliner, LLC:**

[Inliner Solutions LLC - W9\(464704\).pdf](#)

1.5.3. **Florida Department of State, Division of Corporations' Detail by Entity Name Report**

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at [www.sunbiz.org](http://www.sunbiz.org). The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Contract.

Document upload Mandatory Requirement

**Granite Inliner, LLC:**

[Inliner Soluitons Sunbiz Page\(464705\).pdf](#)

1.5.4. **Certification Affidavit by Prime Contractor as Local Business**

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at <https://www.volusia.org/core/fileparse.php/4537/urll/Local-Preference-from-MuniCode.pdf>

By selcting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

1.5.5. **Certification Affidavit of Subcontractor as Local Business**

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at <https://www.volusia.org/core/fileparse.php/4537/urll/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

1.5.6. **Business Tax Receipt**

Please attach **Business Tax Receipt**.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit with proposal a **Proof of Exemption Form**, approved by the Volusia County Treasury and Billing Director, located at <https://www.volusia.org/core/fileparse.php/6090/urll/Proof-of-Exemption.pdf>.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to: <http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml>

Document upload

**Granite Inliner, LLC:**

[Sanford\\_2022\\_Tax\\_Receipt\(464706\).pdf](#) [Seminole\\_Cnty\\_Tax\\_Recpt\\_exp\\_09-30-22\(464707\).pdf](#)

1.5.7. **Conflict of Interest**

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

Yes/No response Mandatory Requirement

- **Yes** - triggers
- **No**

**Granite Inliner, LLC:**

- **No**  
MR missed

1.5.8. **Public Entity Crime**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- **Yes**

1.5.9. **Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

1.5.10. **Drug-Free Workplace**

By selecting "Yes", Rspndent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes/No response Mandatory Requirement

- **Yes**
- **No**  
MR missed

**Granite Inliner, LLC:**

- Yes

1.5.11. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes/No response Mandatory Requirement

- **Yes**
- **No** - triggers

**Granite Inliner, LLC:**

- Yes

1.5.12. **Licenses and/or Certifications**

Please attach copies of **Licenses and/or Certifications** as may be required per the specifications of this solicitation.

Document upload Mandatory Requirement

**Granite Inliner, LLC:**

[John Sunderman License\(464708\).pdf](#)

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1.6. **Additional Information**

Group - 11 Questions - 11/11

1.6.1. Can you meet the minimum warranties (Section 1.8, Section 2.3 and Section 4.7) listed in this solicitation?

Open text response Mandatory Requirement

**Granite Inliner, LLC:**

Yes

1.6.2. Please provide a copy of your State of FL Certified General Contractor, or Underground Utility and Excavation Contractor.

Document upload Mandatory Requirement

**Granite Inliner, LLC:**

[John Sunderman License\(464709\).pdf](#)

1.6.3. Do you accept electronic funds transfer (EFT)?

Yes/No response

- Yes
- No

**Granite Inliner, LLC:**

- Yes

1.6.4. If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

Numeric response

**Granite Inliner, LLC:**

0

1.6.5. Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

Open text response

**Granite Inliner, LLC:**

No

1.6.6. Please submit your total number of employees.

Numeric response

**Granite Inliner, LLC:**

1086

1.6.7. Are you a sole proprietor?

Yes/No response

- Yes
- No

**Granite Inliner, LLC:**

- No

1.6.8. The following information is required in order to be considered for a future price redetermination for **fuel**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Numeric response

**Granite Inliner, LLC:**

3

1.6.9. Which fuel type does your firm use primarily:

Multiple choice response

- diesel fuel
- gasoline

**Granite Inliner, LLC:**

- diesel fuel

1.6.10. The following information is required in order to be considered for a future price redetermination for **wages**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Numeric response

**Granite Inliner, LLC:**

10

1.6.11. The following information is required in order to be considered for a future price redetermination for **materials**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Numeric response

**Granite Inliner, LLC:**

65

---

## 1.7. References

Group - 1 Questions - 1/1

### 1.7.1. References

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document upload Mandatory Requirement

**Granite Inliner, LLC:**

[References Form\(464710\).pdf](#) [Acquisition Letter\(464711\).pdf](#)  
[Altamonte Springs Letter of Reference\(464712\).pdf](#) [City of Deltona Letter of Reference\(464713\).pdf](#) [City of Sanford Letter of Reference\(464714\).pdf](#)

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## 1.8. Definitions

Group - 0 Questions - 0/0



Inliner Solutions  
2531 Jewett Lane  
Sanford, FL 32771

☎ 407.472.0014  
[inliner.com](http://inliner.com)

June 28, 2022

Volusia County  
2560 State Road 44  
Deland, FL 32720

**RE: Acquisition Complete: Granite Inliner, LLC is transitions to Inliner Solutions, LLC**

Inland Pipe Rehabilitation (IPR), an investment affiliate of private equity investment firm, J.F. Lehman & Company, has completed the acquisition of Granite Inliner and its affiliated companies including LiquiForce, Liner Products and Inliner Technologies. As part of this acquisition the Granite Inliner, LLC name has transitions to Inliner Solutions. We have completed the process of filing the appropriate amendments with the state to complete this name change. Please note, only the name has changed. Our legal address, tax ID number(s), and registered agent(s) will stay the same. Copies of the Sunbiz.org amendment name change and our updated license are attached.

While our name will change, our strong commitment to quality work and support of your current and future needs will not. Know that our goal remains as it has always been - to work with our customers and partners to safely execute the work ahead of us and to lead the way with the renewal opportunities of tomorrow.

In the upcoming months, the Inliner companies will further align and combine with the IPR companies that provide CIPP, geopolymer, pipe bursting and potable water lining solutions. We believe this combination will produce the most compelling and competitive trenchless pipe rehabilitation solutions and technologies company in North America. An unmatched product and service portfolio together with an expanded group of professionals, crew team members and equipment will ensure our enhanced ability to provide value to your project and the communities we serve.

Please feel free to reach out to me should you have any questions or concerns. We look forward to remaining your trusted partner and source of support for your infrastructure rehabilitation needs.

If you have any questions, do not hesitate to contact me.

Sincerely,

INLINER SOLUTIONS, LLC.

Daniel J. Bankien  
Area Director  
[www.inliner.com](http://www.inliner.com)



June 21, 2022

To whom it may concern;

Granite Inliner has successfully completed multiple lining contracts for the City of Altamonte Springs. The following is a selected listing of contracts completed by Granite Inliner within the past three years:

Purchase Order	Amount	Start Date	End Date
20210293	499,895.50	12/09/2020	03/01/2021
20200309	375,391.75	10/02/2019	06/01/2020
20190277	358,925.00	11/7/2018	02/28/2019

The current FY22 lining project is almost complete and has a current projected value of \$483,783.

Work on the projects consisted of sewer relining various diameter sanitary sewers and storm sewers using Cured-In-Place Pipe lining (CIPP). Work encompassed all aspects necessary for the complete relining of the sewers including cleaning, pre-CCTV inspections, CIPP lining, and post-CCTV inspections.

Staff from Granite has always done a good job of coordinating with both City staff and our residents on project schedules and potential changes. We especially appreciate the timely responses to problems that arise outside the initial scope of work that Granite is quick to respond to.

Work on all of these projects was completed to the satisfaction of the City and we look forward to continuing this partnership in the future.

Please feel free to contact me with any questions.

Sincerely,

Kipton Lockcuff, P.E.  
Division Director Water Distribution, Collections, & Resource Management  
950 Calabria Drive  
Altamonte Springs, FL 32714  
407-571-8533

**BID SUBMITTAL FORM**

The undersigned hereby declare(s) that [firm name] Inliner Solutions, LLC  
has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

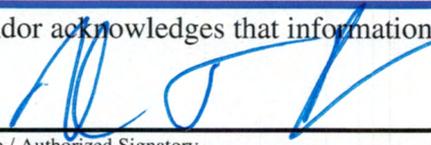
Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

---

The vendor acknowledges that information provided in this bid is true and correct:

x

  
Signature / Authorized Signatory

**Daniel Banken**

Printed Name

**Area Manager**

Title

**06/28/2022**

Date

**Inliner Solutions, LLC**

Company Name

**2531 Jewett Ln. Sanford FL, 32771**

Full Address

**407.472.0014**

**407.472.0097**

**daniel.banken@gcinc.com**

Telephone

Fax

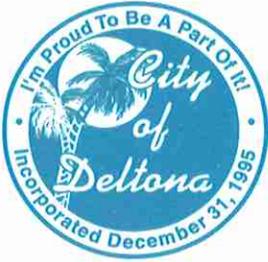
E-mail Address

**13-073-4267**

**01-0684682**

Dun & Bradstreet #

Federal I.D. #



# City of Deltona

June 21, 2022

Granite Inliner  
Christopher Hee  
Project Manager  
2531 Jewett Lane  
Sanford, FL 32771

**Re: Granite Inliner Reference**

To whom it may concern,

Granite Inliner has successfully completed multiple lining contracts for the City of Deltona. The following is a selected listing of contracts completed by Granite Inliner within the past three years:

Purchase Order	Amount	Start Date	End Date
190289	\$500,000	10/01/2018	03/01/2019
200379	\$700,000	10/01/2019	03/01/2020
210300	\$500,000	10/01/2020	03/01/2021

Work on the projects consisted of sewer relining various diameter sanitary sewers using Cured-In-Place Pipe lining (CIPP) and manhole rehabilitation with epoxy lining. Work encompassed all aspects necessary for the complete relining of the sewers and manholes including cleaning, pre-CCTV inspections, CIPP lining, and post-CCTV inspections. Work on the projects was completed to the satisfaction of the City.

Sincerely,

Jeff Elder  
Utility Systems Manger

**DELTONA WATER**  
255 Enterprise Road, Deltona, Florida 32725  
Deltona Water (386) 575 -6800 • Fax (386) 574-0163  
Webpage: [www.deltonafl.gov](http://www.deltonafl.gov)



Thursday, June 22, 2022

To whom it may concern,

Granite Inliner has successfully completed several lining contracts for the City of Sanford Public Works and Utilities Department. The following is a selected listing of contracts completed by Granite Inliner within the past three years:

Purchase Order	Amount	Start Date	End Date
037219	291,800.00	5/18/2020	9/30/2020
037221	260,897.50	5/21/2020	9/30/2020
037784	599,885.00	02/17/2021	9/30/2021

In addition to the completed work above, Granite Inliner is currently working under PO 038470 dated 03/02/2022 valued at \$2,300,000.00.

Work on the projects included sewer relining of various diameter sanitary sewer gravity pipeline using Cured-In-Place Pipe lining (CIPP) and Epoxy Manhole Rehabilitation. Work encompassed all aspects necessary for the complete relining of the sewers including cleaning, bypass pumping, pre-CCTV inspections, CIPP lining, and post-CCTV inspections. As needed and requested by the City, Granite Inliner also brought in subcontractors to make point repairs required to complete our relining projects.

All work was completed to the satisfaction of the City. Granite Inliner and Project Manager Christopher Hee have been responsive and professional throughout our experience.

Best regards,

Mack McKinley, P.E.  
Water Resources Engineer

Art Woodruff  
Mayor

Sheena Britton  
District 1

Kerry S. Wiggins, Sr.  
District 2

Patrick Austin  
District 3

Patty Mahany  
District 4

Norton N. Bonaparte, Jr.  
City Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Alliant Insurance Services Houston, LLC</b> <b>5444 Westheimer, Suite 900</b> <b>Houston, TX 77056</b>	<b>CONTACT NAME:</b> Brett Sauer	
	<b>PHONE (A/C, No, Ext):</b> 602-707-1931	<b>FAX (A/C, No):</b> 602-707-1932
	<b>E-MAIL ADDRESS:</b> Brett.Sauer@alliant.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Greenwich Insurance Company	22322
	<b>INSURER B:</b> Various	
	<b>INSURER C:</b> XL Specialty Insurance Company	37885
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>INSURED</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CGD740922009	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
		PRODUCTS-COMP/OP AGG \$ 2,000,000				
		\$				
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS		CAD740922109	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		\$				
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Various	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 10,000,000
		AGGREGATE \$ 10,000,000				
		\$				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CWD740921909	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Policies below are excess of the General Liability, Auto Liability, and Employer's Liability:

Carrier Name	Policy Number	Limit	NAIC #
AXIS Surplus Insurance Company	P-001-000524083-02	\$3,000,000	26620
Starr Indemnity & Liability Company	1000585633221	\$7,000,000 xs \$3,000,000	38318

Re: EVIDENCE OF INSURANCE FOR BIDDING, PRE-QUALIFICATION AND COMPLIANCE PURPOSES.

GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>Inliner Solutions, LLC</b> <b>2531 Jewett Lane</b> <b>Sanford, FL 32771</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Inliner Solutions**  
2531 Jewett Lane  
Sanford, FL 32771

☎ 407.472.0014  
[inliner.com](http://inliner.com)

June 28, 2022

Volusia County

Hold Harmless Agreement does not apply to Inliner Solutions, LLC

Sincerely,

INLINER SOLUTIONS, LLC.

A handwritten signature in blue ink, appearing to read "D. J. Banken", written over a light blue rectangular background.

Daniel J. Banken  
Area Director  
[www.inliner.com](http://www.inliner.com)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
INLINER SOLUTIONS, LLC

### Filing Information

<b>Document Number</b>	M02000001646
<b>FEI/EIN Number</b>	01-0684682
<b>Date Filed</b>	06/21/2002
<b>State</b>	IN
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT AND NAME CHANGE
<b>Event Date Filed</b>	05/16/2022
<b>Event Effective Date</b>	NONE

### Principal Address

2601 Stout Heritage Pkwy.  
Suite 100  
Plainfield, IN 46168

Changed: 06/21/2022

### Mailing Address

2601 Stout Heritage Pkwy.  
Suite 100  
Plainfield, IN 46168

Changed: 06/21/2022

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

Inland Pipe Rehabilitation, LLC  
1510 Klondike Road, Suite 400  
Conyers, GA 30094

## Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2020	04/22/2020
2021	04/22/2021
2022	06/21/2022

## Document Images

<a href="#">06/21/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/16/2022 -- LC Amendment and Name Change</a>	View image in PDF format
<a href="#">04/22/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/12/2020 -- LC Amendment</a>	View image in PDF format
<a href="#">04/22/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/09/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/27/2018 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/16/2018 -- LC Name Change</a>	View image in PDF format
<a href="#">05/01/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/03/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/28/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/22/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/10/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/2012 -- LC Name Change</a>	View image in PDF format
<a href="#">04/19/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/14/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/01/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/17/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/15/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/10/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/17/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/16/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/13/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/20/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/21/2002 -- Foreign Limited</a>	View image in PDF format

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**2** Business name/disregarded 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

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

**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 unless 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.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**4520 North State Road 37**

**6** City, state, and ZIP code  
**Orleans, IN 47452**

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

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## 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**

0	1	-	0	6	8	4	6	8	2
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ Christos A. Scall    Date ▶ 3-31-2022

## 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](http://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-INT (interest earned or paid)

- 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 secured 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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

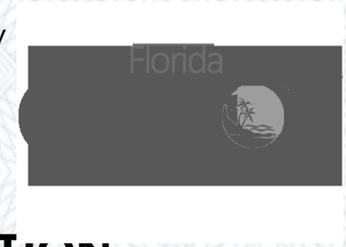
## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**SUNDERMAN, JOHN ROGER**

INLINER SOLUTIONS, LLC  
605 SW CHANNEL AVE  
STUART FL 34994

**LICENSE NUMBER: CUC035777**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



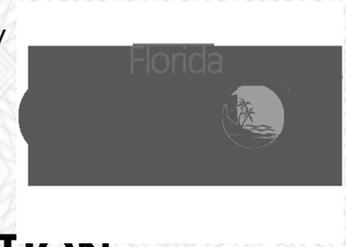
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## REFERENCES

Agency #1	Altamonte Springs	
Address	950 Calabria Drive	
City, State, ZIP	Altamonte Springs, FL 32714	
Contact Person	Kipton Lockcuff	
E-mail	KLockcuff@altamonte.org	Phone: 407.571.8533
Date(s) of Service	12/09/20 - 03/01/20; 10/02/19 - 06/01/20; 11/07/18 - 02/28/19	
Type of Service	Cured-In-Place Pipe lining (CIPP), cleaning, pre-CCTV inspections, CIPP lining, and post-CCTV inspections	
Comments:		
Agency #2	Deltona Water	
Address	255 Enterprise Road	
City, State, ZIP	Deltona, FL 32725	
Contact Person	Jeff Elder	
E-mail	JElder@deltonafl.gov	Phone: 386.804.8360
Date(s) of Service	10/01/18 - 03/01/19; 10/01/19 - 03/01/20; 10/01/20 - 03/01/21	
Type of Service	Cured-In-Place Pipe Lining (CIPP) and manhole rehabilitation with epoxy lining	
Comments:		
Agency #3	City of Sanford	
Address	300 N. Park Avenue	
City, State, ZIP	Sanford, FL 32771	
Contact Person	Mack McKinley	
E-mail	Mack.McKinley@Sanfordfl.gov	Phone: 407.688.5177
Date(s) of Service	05/18/20 - 09/30/20; 05/21/20 - 09/30/20; 02/17/21 - 09/30/21	
Type of Service	Cured-In-Place Pipe Lining (CIPP) and epoxy manhole rehabilitation	
Comments:	also included cleaning, bypass pumping, pre CCTV and Post CCTV inspections	





**SEMINOLE COUNTY BUSINESS RECEIPT**

SANFORD 32771  
WWW.SEMINOLECOUNTY.FL.TX

**ROUG: 09/30/22**

GRANITE IN LNER  
JEWETT  
SANFORD 32771

Account 59532

REGULATED  
C-0035777  
Qualifier ROGER SUNDERMAN  
SANFORD LICENSE REQUIRED

RECEIVED (OFFSHORE)

Receipt \$57202 Amount Paid 6/202

**BUSINESS OWNER PLEASE NOTE THE FOLLOWING**

DISPLAY ABOVE RECEIPT PROMINENTLY Business Receipt displayed conspicuously place business name public subject inspection authorized officers County, Upon failure business subject payment another business business profession

ISSUED BEFORE EXPIRES: Pursuant Florida Statutes, Business Receipts Collector beginning expire September 30th. Those Business Receipts issued renewal accounts beginning October 1st. delinquent subject delinquency penalty month October additions penalty month delinquency thereafter provided penalty exceed business delinquent establishments (Florida Statute 205.053)

penalty imposed individual engaged business profession without obtaining Seminole County Business Receipt (FS 205.053)

Business Receipt receipt business permit taxpayer violate existing regulatory zoning state, county, municipality, exempt taxpayer any other required licenses, registrations, certifications, or permits. Business tax requirements are subject legislative change

REPORT CHANGES: holder business Receipt required report change following: Ownership, Business Location, Mailing Address, information would status current year's information includes, meter change Regulatory License which qualify business identified current County Business Receipt changes report contact Business Department

GRANITE IN LNER  
JEWETT  
SANFORD 32771

## FEDERAL CONTRACT PROVISIONS

### Contractor agrees to comply with all requirements checked below



**Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA/Federal grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

- Copeland Anti-Kickback Act**

This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

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



#### **Contract Work Hours and Safety Standards Act**

This requirement applies to all FEMA/Federal contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



#### **Rights to Inventions Made Under a Contract or Agreement**

If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”



**Clean Air Act and the Federal Water Pollution Control Act**

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



**Debarment and Suspension**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.



#### **Byrd Anti-Lobbying Amendment**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.



#### **Procurement Of Recovered Materials**

This requirement applies to all contracts awarded by a non-federal entity under FEMA/Federal grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



#### **Access to Records**

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA (Federal grant) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA (Federal grant) Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA (Federal grant) Administrator or the Comptroller General of the United States.

**Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

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

**Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA/Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA/Federal policies, procedures, and directives."

**No Obligation by Federal Government**

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

**Program Fraud and False or Fraudulent Statements or Related Acts**

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

**Domestic Preferences for Procurements**

The Contractor acknowledges that they, as appropriate and to the extent consistent with law, shall, when practicable purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 C.F.R. Part 200.322.

(b) For purposes of this section:

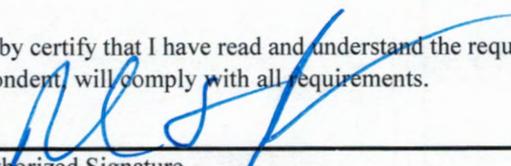
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

**Prohibition on certain telecommunications and video surveillance services or equipment.**

- 1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (a) Procure or obtain;
  - (b) Extend or renew a contract to procure or obtain; or
  - (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- 3. See Public Law 115-232, section 889 for additional information.
- 4. See also 2 CFR §200.471. Telecommunication costs and video surveillance costs.
  - (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
  - (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:
    - (1) Procure or obtain, extend or renew a contract to procure or obtain;
    - (2) Enter into a contract (or extend or renew a contract) to procure; or
    - (3) Obtain the equipment, services, or systems.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

x   
\_\_\_\_\_  
Authorized Signature

Daniel Banken

\_\_\_\_\_  
Printed Name

Area Director 06/28/2022

\_\_\_\_\_  
Title Date

Inliner Solutions, LLC

\_\_\_\_\_  
Company Name

2531 Jewett Lane, Sanford, FL 32771

\_\_\_\_\_  
Full Address

407-472-0014 407-472-0097 daniel.banken@gcinc.com

\_\_\_\_\_  
Telephone Fax E-mail Address

APPENDIX A, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Inliner Solutions, LLC

By: Daniel Banken

Date: 06/28/2022

Title: Area Director

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX B, CERTIFICATION REGARDING LOBBYING

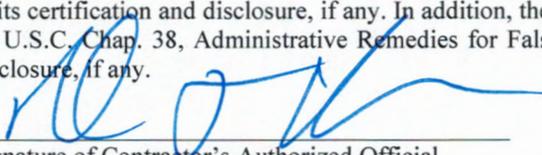
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, Inliner Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

**Daniel Banken, Area Director**  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**06/28/2022**  
\_\_\_\_\_  
Date

**Inliner Solutions, LLC - Price Sheets 22-B-41HO**

**RICIPP Point and Repair, Purchase and Install**

RICIPP Point and Repair, Purchase and Install	Price for 3' Length of Repair	Price for 5' Length of Repair	Price for 10' Length of Repair	Total
LF of 12 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 15 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 18 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 21 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 24 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 30 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 36 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 42 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 48 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 54 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
LF of 60 in. Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>

**Maintenance of Traffic**

Day - Light Traffic - 2 lane road - 1 lane operation	\$375.00
Day - Heavy Traffic - 2 lane road - 1 lane operation	\$700.00
Day - Light Traffic - 3 + lane road - Work in One (1)	\$1,200.00
Day - Heavy Traffic - 3+ lane road - Work in One (1)	\$1,500.00
Day - Close Road - Short Detour	\$1,700.00
Day - Close Road - Long Detour	\$1,900.00
<b>Total</b>	<b>\$7,275.00</b>

**RICIPP FL Lining - Purchase & Install Repair length 0 - 1000 feet**

Description	Unit Price for 0' to 2' Pipe Cover	Unit Price for 2' to 4' Pipe Cover	Unit Price for 4' to 6' Pipe Cover	Unit Price for 6' to 8' Pipe Cover	Unit Price for 8' to >10' F Total
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00 \$360.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$83.00	\$83.00	\$83.00	\$83.00	\$83.00 \$415.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00 \$506.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00 \$675.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$150.00	\$150.00	\$150.00	\$155.00	\$155.00 \$760.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$180.00	\$183.00	\$183.00	\$187.00	\$187.00 \$920.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$240.00	\$248.00	\$248.00	\$251.00	\$251.00 \$1,238.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$300.00	\$300.00	\$308.00	\$315.00	\$315.00 \$1,538.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$400.00	\$400.00	\$400.00	\$415.00	\$415.00 \$2,030.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$450.00	\$450.00	\$450.00	\$465.00	\$465.00 \$2,280.00
RICIPP - LF Lining - Purchase & Install Repair length 0 - 100 feet	\$560.00	\$560.00	\$560.00	\$570.00	\$570.00 \$2,820.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00 \$300.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00 \$360.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$90.00	\$90.00	\$90.00	\$93.00	\$93.00 \$456.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00 \$575.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$135.00	\$135.00	\$135.00	\$140.00	\$140.00 \$685.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$150.00	\$150.00	\$150.00	\$154.00	\$154.00 \$758.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$220.00	\$220.00	\$220.00	\$223.00	\$223.00 \$1,106.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$275.00	\$275.00	\$283.00	\$290.00	\$290.00 \$1,413.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$350.00	\$350.00	\$350.00	\$365.00	\$365.00 \$1,780.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$400.00	\$400.00	\$400.00	\$415.00	\$415.00 \$2,030.00
RICIPP - LF Lining - Purchase & Install Repair length 101 - 500 feet	\$500.00	\$500.00	\$500.00	\$510.00	\$510.00 \$2,520.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00 \$250.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00 \$300.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$75.00	\$75.00	\$75.00	\$78.00	\$78.00 \$381.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00 \$500.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$110.00	\$110.00	\$110.00	\$115.00	\$115.00 \$560.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$125.00	\$125.00	\$125.00	\$129.00	\$129.00 \$633.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$180.00	\$180.00	\$180.00	\$183.00	\$183.00 \$906.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$225.00	\$225.00	\$228.00	\$240.00	\$240.00 \$1,158.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$300.00	\$300.00	\$300.00	\$315.00	\$315.00 \$1,530.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$350.00	\$350.00	\$350.00	\$365.00	\$365.00 \$1,780.00
RICIPP - LF Lining - Purchase & Install Repair length 501 - 1000 feet	\$500.00	\$500.00	\$500.00	\$510.00	\$510.00 \$2,520.00
<b>Total</b>					<b>\$96,043.00</b>

**Polyethylene Pipe Lining, Purchase and Install**

Polyethylene Pipe Lining, Purchase and Install	Length of Repair for 0' - 100'	Length of Repair for 101' to 500'	Length of Repair for 501' to 1000'	Total
12" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
15" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
18" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
21" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
24" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
30" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
36" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
42" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
48" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
54" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
60" in Diameter Pipe	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>

**Rehabilitation of Concrete Masonry**

Description	Price
Cost per Square Foot	\$44.00
<b>Total</b>	<b>\$44.00</b>

**Stormwater By Pass Pumping**

Day - Low Volume Pumping	\$1,950.00
Day - Low Volume Pumping	\$3,900.00
<b>Total</b>	<b>\$5,850.00</b>

**EXHIBIT 2  
BAY COUNTY  
INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the County.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Vendor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Vendor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Vendor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Vendor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Vendor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Vendor shall also purchase any other coverages required by law for the benefit of employees. The Vendor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required  
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Vendor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Vendor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Vendor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Vendor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Vendor's obligation to fulfill the insurance requirements herein.

#### 4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Vendor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \_\_\_\_\_ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Property Coverage for Leases**

The Vendor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

**Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

**Liquor Liability**

In anticipation of alcohol being served, the Vendor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Vendor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**Owners Protective Liability Coverage**

For renovation or construction contracts the Vendor shall provide for the County an owners protective liability insurance policy (preferably through the Vendor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Vendor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Vendor's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all vendors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

**Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Vendor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

**Vendor's Equipment Coverage**

Vendor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Vendor. All risks coverage is preferred. The contract may declare self-insurance for vendor equipment.

**Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

**Fidelity/Dishonesty Coverage for Employer (Vendor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Vendor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

**Fidelity/Dishonesty/Liability Coverage for County**  
Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Vendor's employees resulting in loss to the County.

**Electronic Data Liability Insurance**  
The Other Party shall purchase Electronic Data Liability with limits of

**Garage Liability Coverage**  
Garage Liability insurance is to be purchased to cover the Vendor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

**Garage Keepers Coverage (Legal Liability Form)**  
Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Vendor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

**Damage to Premises Rented/Leased to you- (Legal Liability Form)**  
Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

**Watercraft Liability Coverage**  
Because the Vendor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.  
Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

**Aircraft Liability Coverage**  
Because the Vendor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.  
The minimum limits of coverage shall be \_\_\_\_\_ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

**Pollution Legal Liability Coverage**  
Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

**United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.