

# CITY OF NAPLES, FLORIDA

## AGREEMENT (PROFESSIONAL SERVICES)

**Bid/Proposal No. 021-11**

**Contract No.** \_\_\_\_\_

**Project Name** Pipe Lining Service

THIS AGREEMENT (the "Agreement") is made and entered into this 1<sup>st</sup> day of June, 2011, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Insituform Technologies, Inc.**, a Delaware corporation, **the address of record of which is set out below**, (the "CONTRACTOR").

17988 Edison Avenue  
Chesterfield, MO 63005

### WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as sanitary sewer and stormwater pipe lining services, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or

- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

**Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.**

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall commence on **June 1, 2011 for a three year period with the City's option to exercise two additional one-year renewals.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed

**\$300,000.00 per project or assignment** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

#### **ARTICLE SIX INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

#### **ARTICLE SEVEN INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

#### **ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

#### **ARTICLE NINE WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN  
CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE  
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN  
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

**Insituform Technologies, Inc.**  
**17988 Edison Avenue**  
**Chesterfield, MO 63005**  
**Attn: William A. Martin, Vice President**

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

#### **ARTICLE FOURTEEN MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

**CITY:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**CONTRACTOR:**  
**Insituform Technologies, Inc.**  
A Delaware Corporation

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

\_\_\_\_\_  
Witness

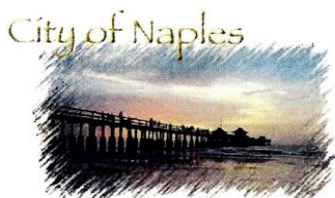
(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-], attached and made part of this Exhibit A.



**REQUEST FOR PROPOSAL**

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FL 34102  
PH: 239-213-7100 FX: 239-213-7105**

<b>NOTIFICATION DATE:</b> <b>1/24/11</b>	<b>TITLE:</b> <b>RFP PIPE LINING SERVICE</b>	<b>NUMBER:</b> <b>021-11</b>	<b>OPENING DATE &amp; TIME:</b> <b>2/28/11 2:00PM</b>
<b>PRE-PROPOSAL CONFERENCE: DATE, TIME AND LOCATION:</b>			

<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:</b> Insituform Technologies, Inc.	
<b>MAILING ADDRESS:</b> 17988 Edison Avenue	
<b>CITY-STATE-ZIP:</b> Chesterfield, MO 63005	
<b>PH:</b> (636) 530-8000	<b>EMAIL:</b> dthomas@insituform.com
<b>FX:</b> (636) 530-8701	<b>WEB ADDRESS:</b> www.insituform.com

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 materials, supplies, or equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

<b>AUTHORIZED SIGNATURE</b> 	<b>DATE</b> February 28, 2011	<b>PRINTED NAME/TITLE</b> H. Douglas Thomas VP-Global Procurement/Operations Support
Please initial by all that apply I acknowledge receipt of the following addendum <u>  </u> Addendum #1 <u>  </u> Addendum #2 <u>  </u> Addendum #3 <u>  </u> Addendum #4		

**PLEASE NOTE THE FOLLOWING:**

- > **This page must be completed and returned with your proposal.**
- > **Proposals must be submitted in a sealed envelope, with the proposal number & closing date.**
- > **Proposals received after the above closing date and time will not be accepted.**
- > **Proposal tabulations will be available on the City of Naples web site [www.naplesgov.com](http://www.naplesgov.com), Departments, Finance, Purchasing.**



This project provides for the rehabilitation of pipelines and conduits (6 inch through 72 inches) and laterals by various trenchless methods on an "as needed" basis. These rehabilitation methods may be used in a variety of gravity and pressure applications such as sanitary sewers, force mains, and stormwater systems. Pipelines for rehabilitation on this project consist primarily of vitrified clay pipe, with some ductile iron pipe, reinforced concrete pipe and corrugated metal pipe. The City reserves the right to award separate contracts for the various trenchless methods. The decision on which method will be used in any given situation will be made at the sole discretion of the City. The repairs assigned to the Contractor may require prioritization by the City. The City may order the Contractor to accomplish the work in accordance with a given chronological sequence. The locations of rehabilitation work will be as directed by the City's designated representative. The City will issue task orders to the contractor on an as needed basis.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more (up to 5) qualified Contractor(s), on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to provide cured in place pipe lining services for the City's sanitary sewer and stormwater systems, in full compliance with regulatory agency requirements and consistent with current Occupational Safety and Health Administration (OSHA) regulations, Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT) Construction Standards.

Those services would include:

- Cured in place pipe (CIPP) lining (of various thicknesses) of sanitary sewers, force mains, and stormwater systems piping ranging from six (6) inch to seventy-two (72) inch and of various lengths.
- Sectional CIPP linings (of various lengths) of sanitary sewers, force mains, and stormwater systems piping ranging from six (6) inch to seventy-two (72) inches.
- Lateral CIPP linings in thirty (30) feet increments, including initial (zero (0) to thirty (30) feet) and greater (thirty (30) feet and greater) in one (1) foot increments.
- Service reconnections, service connection grouting and cleanout assembly installation for four (4), six (6), and eight (8) inch laterals.

- Top hat/full wrap linings of four (4), six (6), and eight (8) inch laterals.
- Light, medium, heavy, and tuberculation cleaning and inspection of sanitary sewers and stormwater systems piping ranging from six (6) to seventy-two (72) inches of various lengths.
- Root removal within sanitary sewers and stormwater systems piping ranging from six (6) to seventy-two (72) inches of various lengths.
- Bypassing of sanitary sewers and stormwater systems piping ranging from six (6) to seventy-two (72) inches of various lengths.
- Pre and post work closed circuit televising (CCTV) of sanitary sewers and stormwater systems piping ranging from six (6) inch to seventy-two (72) inches and of various lengths.
- Managing and operating the Maintenance of Traffic (MOTs) associated with work in City, County, and State right-of-ways.
- Easement access of sanitary sewers and stormwater systems.
- Manhole/lift station refurbishment for the various manholes and lift station per the City's specifications (02607 and 02608).
- Mobilization and demobilization.
- Dewatering capabilities in order to accommodate operations within low lying areas that are impacted by ground water and tidal activities.
- Site restoration activities associated with any projects or excavation activities requiring sod installation, irrigation system repairs, landscape installation/ replacement, road repairs (per FDOT Construction Standards), asphalt patching, concrete work (driveways and sidewalks), brick paver repairs, grading, and etc.

Contractors need not be qualified for all of the requested services in this proposal. However, for those specific services identified,

contractors must be qualified and have sufficient resources necessary to perform all aspects related to the area of expertise of this RFP including the ability to manage a major workforce including possibly multiple sub-contractors and cover the expenses associated with the operations prior to the initial payment and between subsequent payments, as well as providing the necessary bonding and insurance coverage.

Contractor experience with and knowledge of OSHA, AWWA, FDEP and FDOT regulations, Construction Standards, and procedures will be vital to the City of Naples's successful pipe lining activities. Each contractor should have specific knowledge and compliance with Traffic Management, Trench Safety, and Confined Space. A detailed scope of services will be negotiated with the successful proposer(s).

#### Traffic Control and Barriers

The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. All traffic control devices and barriers utilized during construction shall be provided by the Contractor as stipulated under items notated in the submitted proposal and meet there requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

#### Bypass Pumping

The City lines, during most repair work, may be plugged to prevent the continuous flow of wastewater or stormwater into the area of work. At the direction of the City, the Contractor will install bypass pumping equipment to reroute flow, as an alternate to line plugging. The Contractor will be responsible for mobilization, setup, coordination, and operation of all bypass pumping equipment and vacuum truck resources including any

additional traffic control measures that may be required. Bypass pumping will be continued until directed to cease by the City. The City shall identify the appropriate discharge location for all flow that is bypass pumped.

**FOLLOWING IS A LIST OF VEHICLES, EQUIPMENT AND MACHINERY**

**Attachment E  
Florida Equipment Inventory List**

Business	State	Location	Status	ITI Unit No	Model Year	Make Name	Short Description	Asset Type	Model Name	Leased/Ov
1450	FL	JACKSONVILLE	Active	ACP1417	2000	EQUIPMENT	AIR COMPRESS	TRAILER	AIR COMPRESSOR	OWN
1450	FL	JACKSONVILLE	Active	BTK1108	2000	INTERNATIO	BOILER TRUCK	TRUCK HD	8100	OWN
1450	FL	JACKSONVILLE	Active	BTK2604	2000	INTERNATIO	BOILER TRUCK	TRUCK HD	2674	OWN
1450	FL	JACKSONVILLE	Active	JVK5487	2005	INTERNATIO	COMBO CLNR	TRUCK HD	7600 7600 6X4 SBA	OWN
1450	FL	JACKSONVILLE	Active	EXP5362	2004	FORD	EXPLORER	SUV	U73 EXPLORER	LEASE
1450	FL	JACKSONVILLE	Active	FBK5693	2006	FORD	FLATBED TRUC	TRUCK MD	W56 F-550 CHASSI	LEASE
1450	FL	JACKSONVILLE	Active	FBK5694	2006	FORD	FLATBED TRUC	TRUCK MD	W56 F-550 CHASSI	LEASE
1450	FL	JACKSONVILLE	Active	LDR10657	2000	EQUIPMENT	FORKLIFT	EQUIPMENT	520 JCB LOADALL	OWN
1450	FL	JACKSONVILLE	Active	JTK5650	2005	INTERNATIO	JETTER TRUCK	TRUCK HD	SF637 7500 SBA 6X4	OWN
1450	FL	JACKSONVILLE	Active	TTL5025	2001	TRAILER	LATERAL TRLR	TRAILER	LIBERTY TRAVELONG	OWN
1450	FL	JACKSONVILLE	Active	LTR5840	2005	GENIE	LIGHTTOWER	EQUIPMENT	TML	OWN
1450	FL	JACKSONVILLE	Active	LTR5841	2005	GENIE	LIGHTTOWER	EQUIPMENT	TML	OWN
1450	FL	JACKSONVILLE	Active	PTK5987	2008	DODGE	PICKUP TRUCK	TRUCK LD	DH7H41 RAM 2500	LEASE
1450	FL	JACKSONVILLE	Active	PTK5988	2008	DODGE	PICKUP TRUCK	TRUCK LD	DH7H41 RAM 2500	LEASE
1450	FL	JACKSONVILLE	Active	PTK7323	2010	FORD	PICKUP TRUCK	TRUCK LD	W2B F-250	LEASE
1450	FL	JACKSONVILLE	Active	PTK7724	2010	FORD	PICKUP TRUCK	TRUCK LD	W1E F-150	LEASE
1450	FL	JACKSONVILLE	Active	PTK1520	2000	FORD	PICKUP TRUCK	TRUCK LD	F250	OWN
1450	FL	JACKSONVILLE	Active	PMP1402	1994	GODWIN	PUMP TRAILER	TRAILER	6 INCH	OWN
1450	FL	JACKSONVILLE	Active	PMP5747	2004	SYKES	PUMP TRAILER	TRAILER	8 INCH	OWN
1450	FL	JACKSONVILLE	Active	PMP5937	2006	TRLR	PUMP TRAILER	TRAILER	SYKES GP100 PUMP TRL	OWN
1450	FL	JACKSONVILLE	Active	TTR10870	2000	IRONDOG	TOOL TRAILER	TRAILER	UT58SGT	OWN
1450	FL	JACKSONVILLE	Active	TTR7184	2009	TRAILER	TOOL TRAILER	TRAILER	TRAVALONG 24FT	OWN
1450	FL	JACKSONVILLE	Active	TVK1721	2000	FORD	TV TRUCK	TRUCK MD	F550	OWN
1450	FL	JACKSONVILLE	Active	TVK7189	2009	INTERNATIO	TV TRUCK	TRUCK MD	4300 SB 4300 SBA 4X2	OWN
1450	FL	MIAMI	Active	ACP1416	2000	EQUIPMENT	AIR COMPRESS	TRAILER	AIR COMPRESSOR	OWN
1450	FL	MIAMI	Active	ACP1518	1994	INGERSOL	AIR COMPRESS	TRAILER	P185 AIR COMPRESSOR	OWN
1450	FL	MIAMI	Active	ACP1525	2002	IR	AIR COMPRESS	TRAILER	P185WJD	OWN
1450	FL	MIAMI	Active	ACR1522	1996	IR	AIRCOMP TRLR	TRAILER	185	OWN
1450	FL	MIAMI	Active	BTK1524	2000	INTERNATIO	BOILER TRUCK	TRUCK HD	2674	OWN
1450	FL	MIAMI	Active	ITK1204	2000	INTERNATIO	BOILER TRUCK	TRUCK HD	8100	OWN
1450	FL	MIAMI	Active	ITK2602	2000	INTERNATIO	BOILER TRUCK	TRUCK HD	2674	OWN
1450	FL	MIAMI	Active	CHR5170	2003	TRAILER	CHIP TRAILER	TRAILER	SL-162-E BROOKS BROS	OWN
1450	FL	MIAMI	Active	CHR5420	2004	TRAILER	CHIP TRAILER	TRAILER	BROOKS BROS SL 162 E	OWN
1450	FL	MIAMI	Active	CHR5699	2005	BROOKS BRO	CHIP TRAILER	TRAILER	CHP TRAILER	OWN
1450	FL	MIAMI	Active	CVD7025	2009	HYUNDAI	CONVERTER DO	TRAILER	DOLLY TRAILER	OWN
1450	FL	MIAMI	Active	JTK7112	2009	INTERNATIO	JETTER TRUCK	TRUCK HD	4400 4400 SBA 4X2	OWN
1450	FL	MIAMI	Active	JTK7114	2009	INTERNATIO	JETTER TRUCK	TRUCK HD	4400 4400 SBA 4X2	OWN
1450	FL	MIAMI	Active	PTK5683	2006	FORD	PICKUP TRUCK	TRUCK LD	W21 F-250	LEASE
1450	FL	MIAMI	Active	PTK5991	2008	DODGE	PICKUP TRUCK	TRUCK LD	DH7H41 RAM 2500	LEASE
1450	FL	MIAMI	Active	PTK7736	2011	FORD	PICKUP TRUCK	TRUCK LD	W2B F-250	LEASE
1450	FL	MIAMI	Active	PTK5049	2001	FORD	PICKUP TRUCK	TRUCK LD	F150 S/C	OWN
1450	FL	MIAMI	Active	TTK7225	2005	INTERNATIO	TOOL TRUCK	TRUCK HD	4300 4300.	LEASE
1450	FL	MIAMI	Active	TTK7226	2005	INTERNATIO	TOOL TRUCK	TRUCK LD	4300 4300.	LEASE
1450	FL	MIAMI	Active	TVK7091	2007	INTERNATIO	TV TRUCK	TRUCK MD	4300 4300.	OWN
1450	FL	MIAMI	Active	TVK7407	2011	INTERNATIO	TV TRUCK	TRUCK MD	4300 SB 4300 SBA 4X2	OWN
1450	FL	OCALA	Active	CVD7159	1997	EQUIPMENT	CONV DOLLY	TRAILER	8 POINT CON-GEAR TL	OWN
1450	FL	TAMPA	Active	10919	2001	EQUIPMENT	AIR COMPRESS	TRAILER	XP-750WCU INGERSOLL	OWN
1450	FL	TAMPA	Active	ACR7096	2008	EQUIPMENT	AIR COMPRESS	TRAILER	INGERSOL XP375WIR	OWN
1450	FL	TAMPA	Active	ACR1525	2000	IR	AIRCOMP TRLR	TRAILER	185	OWN
1450	FL	TAMPA	Active	ACR2602	1996	IR	AIRCOMP TRLR	TRAILER	185	OWN
1450	FL	TAMPA	Active	BTK1519	1996	FREIGHTLIN	BOILER TRUCK	TRUCK HD	FLD120	OWN
1450	FL	TAMPA	Active	BTK2502	2000	INTERNATIO	BOILER TRUCK	TRUCK HD	2674	OWN
1450	FL	TAMPA	Active	BTK7227	2010	INTERNATIO	BOILER TRUCK	TRUCK HD	SF637 7500 SBA 6X4	OWN
1450	FL	TAMPA	Active	ITK1203	1999	INTERNATIO	BOILER TRUCK	TRUCK HD	8100	OWN
1450	FL	TAMPA	Active	JVK5488	2005	INTERNATIO	COMBO CLNR	TRUCK HD	7600 7600 6X4 SBA	OWN
1450	FL	TAMPA	Active	CRN5879	2004	STERLING	CRANE TRUCK	TRUCK HD	LT7500	OWN
1450	FL	TAMPA	Active	FBK5695	2006	FORD	FLATBED TRUC	TRUCK MD	W56 F-550 CHASSI	LEASE
1450	FL	TAMPA	Active	FBK5696	2006	FORD	FLATBED TRUC	TRUCK MD	W56 F-550 CHASSI	LEASE
1450	FL	TAMPA	Active	JTK1721	1999	FORD	JETTER TRUCK	TRUCK HD	F800	OWN
1450	FL	TAMPA	Active	JTK2501	1999	STERLING	JETTER TRUCK	TRUCK HD	L7501	OWN
1450	FL	TAMPA	Active	JTK2702	2000	STERLING	JETTER TRUCK	TRUCK HD	L7500	OWN
1450	FL	TAMPA	Active	JTK5437	2005	INTERNATIO	JETTER TRUCK	TRUCK HD	7500C 7500 SBA 4X2	OWN
1450	FL	TAMPA	Active	PTK5982	2008	DODGE	PICKUP TRUCK	TRUCK LD	DH7H41 RAM 2500	LEASE
1450	FL	TAMPA	Active	PTK5983	2008	DODGE	PICKUP TRUCK	TRUCK LD	DH7H41 RAM 2500	LEASE
1450	FL	TAMPA	Active	PTK5989	2008	DODGE	PICKUP TRUCK	TRUCK LD	DH7H41 RAM 2500	LEASE
1450	FL	TAMPA	Active	PTK5993	2008	DODGE	PICKUP TRUCK	TRUCK LD	DR6H41 RAM 1500	LEASE
1450	FL	TAMPA	Active	PTK7735	2011	FORD	PICKUP TRUCK	TRUCK LD	W2B F-250	LEASE
1450	FL	TAMPA	Active	PTK10701	2001	FORD	PICKUP TRUCK	TRUCK LD	F350 1 TON P/U	OWN
1450	FL	TAMPA	Active	TTR8192	2011	LIBERTY	TOOL TRAILER	TRAILER	19FT PULL BEHIND	OWN
1450	FL	TAMPA	Active	TTR1414	2000	TRAILER	TOOL TRAILER	TRAILER	TRAVALONG	OWN

**Attachment E  
Florida Equipment Inventory List**

<b>Business</b>	<b>State</b>	<b>Location</b>	<b>Status</b>	<b>ITI Unit N</b>	<b>Model Year</b>	<b>Make Name</b>	<b>Short Descripti</b>	<b>Asset Type</b>	<b>Model Name</b>	<b>Leased/Ov</b>
1450	FL	TAMPA	Active	TTR7182	2009	TRAILER	TOOL TRAILER	TRAILER	TRAVALONG 24FT	OWN
1450	FL	TAMPA	Active	TTR7183	2009	TRAILER	TOOL TRAILER	TRAILER	TRAVALONG 24FT	OWN
1450	FL	TAMPA	Active	DGR5831	1996	MISCELLAN	TRAILER	TRAILER	TRAILER	OWN
1450	FL	TAMPA	Active	TVK1532	2000	FORD	TV TRUCK	TRUCK MD	F550	OWN
1450	FL	TAMPA	Active	TVK1620	2000	FORD	TV TRUCK	TRUCK MD	F550	OWN
1450	FL	TAMPA	Active	TVK2903	2000	FORD	TV TRUCK	TRUCK MD	F550	OWN
1450	FL	TAMPA	Active	TVK7121	2009	INTERNATIO	TV TRUCK	TRUCK MD	4300 4300.	OWN
1450	FL	TAMPA	Active	GTK7459	2009	FORD		TRUCK HD	F550	OWN

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows [or in Exhibit B-1, which is attached and made part of this Agreement]:

**Sanitary Sewer Bid Schedule:**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
<b>A. Traffic Control</b>			
a.	Traffic Control County Road (per day)	LS	368.00
b.	Traffic Control County Road (per week)	LS	1,475.00
<b>B. Sanitary Sewer Line Cleaning</b>			
a.	Medium Cleaning		
1.	6" diameter	LF	1.10
2.	8" diameter	LF	1.60
3.	10" diameter	LF	2.10
4.	12" diameter	LF	2.10
b.	Heavy Cleaning		
1.	6" diameter	LF	1.60
2.	8" diameter	LF	2.40
3.	10" diameter	LF	2.70
4.	12" diameter	LF	3.20
c.	Tuberculation		
1.	6" diameter	LF	10.60
2.	8" diameter	LF	14.90
3.	10" diameter	LF	17.00
4.	12" diameter	LF	17.00
d.	Root Removal		
1.	6" diameter	LF	1.30
2.	8" diameter	LF	1.30
3.	10" diameter	LF	1.30
4.	12" diameter	LF	1.30
<b>C. Sanitary Sewer Refurbishment</b>			

<b>1. CIPP lining</b>			
a.	6" diameter		
1.	4.5 mm nominal thickness (.177)	LF	48.90
b.	8" diameter		
1.	6.0 mm nominal thickness (.236)	LF	26.60
2.	7.5 mm nominal thickness (.295)	LF	28.60
3.	9.0 mm nominal thickness (.354)	LF	30.50
c.	10" diameter		
1.	6.0 mm nominal thickness (.236)	LF	31.40
2.	7.5 mm nominal thickness (.295)	LF	33.70
3.	9.0 mm nominal thickness (.354)	LF	34.40
d.	12" diameter		
1.	6.0 mm nominal thickness (.236)	LF	34.30
2.	7.5 mm nominal thickness (.295)	LF	36.70
3.	9.0 mm nominal thickness (.354)	LF	39.90
<b>2. Sectional CIPP Lining</b>			
a.	6" diameter		
1.	3' in length	EA	1,125.00
2.	4' in length	EA	1,235.00
3.	6' in length	EA	1,400.00
4.	8' in length	EA	1,560.00
b.	8" diameter		
1.	3' in length	EA	1,125.00
2.	4' in length	EA	1,235.00
3.	6' in length	EA	1,400.00
4.	8' in length	EA	1,560.00
c.	10" diameter		
1.	3' in length	EA	1,235.00
2.	4' in length	EA	1,400.00



3.	6' in length	EA	1,460.00
4.	8' in length	EA	1,685.00
d.	12" diameter		
1.	3' in length	EA	1,345.00
2.	4' in length	EA	1,400.00
3.	6' in length	EA	1,560.00
4.	8' in length	EA	1,850.00
<b>3. Lateral CIPP Lining</b>			
a.	Top hat / full wrap – up to 36 inches		
1.	Four (4) inch lateral connection	EA	1,650.00
2.	Six (6) inch lateral connection	EA	1,775.00
3.	Eight (8) inch lateral connection	EA	1,800.00
b.	Lateral lining 0 to 30'	EA	2,835.00
c.	Additional lateral lining >30'	LF	90.00
d.	Lateral cutout	EA	150.00
e.	Lateral grout	EA	250.00
<b>4. Manhole/Lift Station Refurbishment</b>			
a.	Interior Manhole Application (Precast)	SF	12.20
b.	Interior Manhole Application (Brick)	SF	13.30
c.	Interior Lift Station Application (Precast)	SF	12.70
d.	Interior Lift Station Application (Brick)	SF	13.10
e.	Bench/Invert Repair	EA	375.00
<b>5. Cleanout Installation</b>			
a.	Four (4) inch cleanout	EA	800.00
b.	Six (6) inch cleanout	EA	905.00
c.	Eight (8) inch cleanout	EA	1,490.00

**Stormwater Bid Schedule:**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
<b>D. Storm Sewer Cleaning</b>			
a.	Medium Cleaning		
1.	8" – 12" diameter	LF	1.60
2.	14" - 18" diameter	LF	2.70
3.	20" – 24" diameter	LF	3.20
4.	27" - 42" diameter	LF	4.60
5.	48" - 72" diameter	LF	9.00
b.	Heavy Cleaning		
1.	8" – 12" diameter	LF	2.10
2.	14" - 18" diameter	LF	3.50
3.	20" – 24" diameter	LF	4.20
4.	27" - 42" diameter	LF	6.40
5.	48" - 72" diameter	LF	13.80
c.	Tuberculation Cleaning		
1.	8" – 12" diameter	LF	14.90
2.	14" - 18" diameter	LF	21.20
3.	20" – 24" diameter	LF	21.20
4.	27" - 42" diameter	LF	31.90
5.	48" - 72" diameter	LF	42.50
d.	Root Removal		
1.	8" – 12" diameter	LF	1.30
2.	14" - 18" diameter	LF	2.90
3.	20" – 24" diameter	LF	4.00
4.	27" - 42" diameter	LF	6.10
5.	48" - 72" diameter	LF	8.20
<b>E. Storm Sewer Refurbishment</b>			

1. CIPP Lining			
a.	8" diameter		
1.	6.0 mm nominal thickness (.236)	LF	36.60
2.	7.5 mm nominal thickness (.295)	LF	38.80
3.	9.0 mm nominal thickness (.354)	LF	47.50
4.	1.5 mm thickness increase exceeding 9.0 mm	LF	0.10
b.	12" diameter		
1.	6.0 mm nominal thickness (.236)	LF	47.00
2.	7.5 mm nominal thickness (.295)	LF	49.50
3.	9.0 mm nominal thickness (.354)	LF	59.20
4.	1.5 mm thickness increase exceeding 9.0 mm	LF	2.10
c.	15" diameter		
1.	6.0 mm nominal thickness (.236)	LF	66.60
2.	7.5 mm nominal thickness (.295)	LF	69.50
3.	9.0 mm nominal thickness (.354)	LF	72.90
4.	1.5 mm thickness increase exceeding 9.0 mm	LF	3.50
d.	18" diameter		
1.	6.0 mm nominal thickness (.236)	LF	64.00
2.	7.5 mm nominal thickness (.295)	LF	75.00
3.	9.0 mm nominal thickness (.354)	LF	83.10
4.	10.5 mm nominal thickness (.413)	LF	86.60
5.	1.5 mm thickness increase exceeding 10.5 mm	LF	4.70
e.	21" diameter		
1.	6.0 mm nominal thickness (.236)	LF	68.00
2.	7.5 mm nominal thickness (.295)	LF	76.00
3.	9.0 mm nominal thickness (.354)	LF	95.00
4.	10.5 mm nominal thickness (.413)	LF	101.00
5.	12.0 mm nominal thickness (.472)	LF	104.20
6.	1.5 mm thickness increase exceeding 12.0 mm	LF	4.70
f.	24" diameter		
1.	9.0 mm nominal thickness (.354)	LF	107.60
2.	10.5 mm nominal thickness (.413)	LF	113.30
3.	12.0 mm nominal thickness (.472)	LF	118.40

4.	13.5 mm nominal thickness (.531)	LF	123.50
5.	15.0 mm nominal thickness (.591)	LF	125.00
6.	1.5 mm thickness increase exceeding 15.0 mm	LF	4.90
g.	27" diameter		
1.	9.0 mm nominal thickness (.354)	LF	104.00
2.	10.5 mm nominal thickness (.413)	LF	120.70
3.	12.0 mm nominal thickness (.472)	LF	126.70
4.	13.5 mm nominal thickness (.531)	LF	133.20
5.	15.0 mm nominal thickness (.591)	LF	141.90
6.	1.5 mm thickness increase exceeding 15.0 mm	LF	5.10
h.	30" diameter		
1.	9.0 mm nominal thickness (.354)	LF	109.20
2.	10.5 mm nominal thickness (.413)	LF	116.10
3.	12.0 mm nominal thickness (.472)	LF	122.10
4.	13.5 mm nominal thickness (.531)	LF	128.60
5.	15.0 mm nominal thickness (.591)	LF	136.20
6.	1.5 mm thickness increase exceeding 15.0 mm	LF	6.30
i.	36" diameter		
1.	10.5 mm nominal thickness (.413)	LF	140.00
2.	12.0 mm nominal thickness (.472)	LF	166.50
3.	13.5 mm nominal thickness (.531)	LF	174.90
4.	15.0 mm nominal thickness (.591)	LF	184.50
5.	16.5 mm nominal thickness (.650)	LF	191.30
6.	18.0 mm nominal thickness (.709)		200.00
7.	1.5 mm thickness increase exceeding 18.0 mm	LF	6.40
j.	42" diameter		
1.	10.5 mm nominal thickness (.413)	LF	130.00
2.	12.0 mm nominal thickness (.472)	LF	160.00
3.	13.5 mm nominal thickness (.531)	LF	196.50
4.	15.0 mm nominal thickness (.591)	LF	207.00
5.	16.5 mm nominal thickness (.650)	LF	215.90
6.	18.0 mm nominal thickness (.709)		223.50
7.	1.5 mm thickness increase exceeding 18.0 mm	LF	8.10
k.	48" diameter		

1.	10.5 mm nominal thickness (.413)	LF	150.00
2.	12.0 mm nominal thickness (.472)	LF	170.00
3.	13.5 mm nominal thickness (.531)	LF	227.70
4.	15.0 mm nominal thickness (.591)	LF	239.50
5.	16.5 mm nominal thickness (.650)	LF	249.60
6.	18.0 mm nominal thickness (.709)	LF	258.50
7.	19.5 mm nominal thickness (.768)	LF	272.30
8.	21.0 mm nominal thickness (.827)	LF	280.80
9.	1.5 mm thickness increase exceeding 21.0 mm	LF	9.40
i.	52" diameter		
1.	10.5 mm nominal thickness (.413)	LF	145.00
2.	12.0 mm nominal thickness (.472)	LF	155.00
3.	13.5 mm nominal thickness (.531)	LF	165.00
4.	15.0 mm nominal thickness (.591)	LF	210.00
5.	16.5 mm nominal thickness (.650)	LF	220.00
6.	18.0 mm nominal thickness (.709)	LF	272.70
7.	19.5 mm nominal thickness (.768)	LF	285.90
8.	21.0 mm nominal thickness (.827)	LF	278.80
9.	22.5 mm nominal thickness (.886)	LF	290.80
10.	1.5 mm thickness increase exceeding 22.5 mm	LF	10.90
m.	54" diameter		
1.	10.5 mm nominal thickness (.413)	LF	150.00
2.	12.0 mm nominal thickness (.472)	LF	160.00
3.	13.5 mm nominal thickness (.531)	LF	170.00
4.	15.0 mm nominal thickness (.591)	LF	210.00
5.	16.5 mm nominal thickness (.650)	LF	225.00
6.	18.0 mm nominal thickness (.709)	LF	278.90
7.	19.5 mm nominal thickness (.768)	LF	291.70
8.	21.0 mm nominal thickness (.827)	LF	304.30
9.	22.5 mm nominal thickness (.886)	LF	316.90
10.	1.5 mm thickness increase exceeding 22.5 mm	LF	11.20
n.	60" diameter		
1.	10.5 mm nominal thickness (.413)	LF	200.00
2.	12.0 mm nominal thickness (.472)	LF	225.00
3.	13.5 mm nominal thickness (.531)	LF	275.00
4.	15.0 mm nominal thickness (.591)	LF	300.00

5.	16.5 mm nominal thickness (.650)	LF	320.00
6.	18.0 mm nominal thickness (.709)	LF	415.90
7.	19.5 mm nominal thickness (.768)	LF	431.00
8.	21.0 mm nominal thickness (.827)	LF	446.00
9.	22.5 mm nominal thickness (.886)	LF	461.10
10.	1.5 mm thickness increase exceeding 22.5 mm	LF	14.70
o.	72" diameter		
1.	10.5 mm nominal thickness (.413)	LF	630.00
2.	12.0 mm nominal thickness (.472)	LF	700.00
3.	13.5 mm nominal thickness (.531)	LF	730.00
4.	15.0 mm nominal thickness (.591)	LF	760.00
5.	16.5 mm nominal thickness (.650)	LF	790.00
6.	18.0 mm nominal thickness (.709)	LF	827.90
7.	19.5 mm nominal thickness (.768)	LF	846.30
8.	21.0 mm nominal thickness (.827)	LF	864.70
9.	22.5 mm nominal thickness (.886)	LF	879.00
10.	1.5 mm thickness increase exceeding 22.5 mm	LF	21.00
<b>2. Sectional Lining</b>			
a.	6" diameter (3' in length)	EA	1,125.00
	8" diameter (3' in length)	EA	1,125.00
	10" diameter (3' in length)	EA	1,125.00
	12" diameter (3' in length)	EA	1,125.00
	18" diameter (3' in length)	EA	1460.00
	20" diameter (3' in length)	EA	1685.00
	24" diameter (3' in length)	EA	2020.00
	36" diameter (3' in length)	EA	3365.00
	48" diameter (3' in length)	EA	5835.00
	60" diameter (3' in length)	EA	7400.00
	72" diameter (3' in length)	EA	8075.00

## Labor Rates

Resource Description	Scale	(\$/Hr)	Base Wage + (\$/Hr)	Taxable Fringe + (\$/Hr)	Taxable Insurance = (\$/Hr)	Taxable Wage (\$/Hr)	NonTaxable Fringe + (\$/Hr)	Total Tax (\$/Hr)
Laborer Foreman	1	25.88	1.36	0.00	27.24	2.42	8.26	40.32
Laborer Lead	1	23.53	1.23	0.00	24.76	2.28	7.50	36.74
Laborer Cutter	1	22.35	1.17	0.00	23.53	2.21	7.13	34.95
Laborer	1	20.60	1.08	0.00	21.68	2.11	6.57	32.28
Mechanic	1	21.78	1.14	0.00	22.92	2.18	6.95	34.07
Operator Class I	1	21.76	1.14	0.00	22.91	2.18	6.94	34.05
Operator Class II	1	22.94	1.20	0.00	24.15	2.25	7.32	35.84

## Equipment Rates

Code	Resource Description	Charge Rate/HR Total
BTK	Boiler Truck Not Operating	45.26
BTK-100HP	Boiler Truck Steam	147.36
BTK-150HP	Boiler Truck Reg or Combo	199.40
BTK-200HP	Boiler Truck CIPP	251.45
BTK-250HP	Boiler Truck CIPP	303.49
BTK-500HP	Boiler Truck CIPP	563.72
BTK-50HP	Boiler Truck Steam	95.31
E12PMP	12" Pump VacPrime	51.71
E3PMP	3"-4" Trash Pump	8.07
E4PMP	4" Pump VacPrime	18.25

E6PMP	6" Pump VacPrime	25.39
ERT	Reefer Trailer	2.55
EST	Support Trailer	5.84
ESUP	Support	52.93
ETV	TV Van	29.72
EWOFF	Wet Out Equipment-Field	52.20
EWOS	Wet Out Equipment-Shop	17.72
EWSTSTD	Standard Rate - West	49.41
<b>FBK</b>	<b>Flat Bed Truck</b>	<b>11.08</b>
JTK	Jet Truck	29.69
<b>JVK</b>	<b>Vactor</b>	<b>58.58</b>
PTK	Pickup	11.21
RTK	Reefer	35.58
STDCEN	Standard Rate - Central	37.22
STDMDW	Standard Rate - Great Lakes	37.64
TVK	TV	42.61
TVK	TV	42.61

**Material Mark Up**

**15%**

**To the best of Insituform's knowledge all costs are reasonable and customary**

END OF EXHIBIT B



## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples  
735 Eighth Street South  
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-\_\_ ]*

## **EXHIBIT D**

### **CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned, is the \_\_\_\_\_ of **Insituform Technologies, Inc.** (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

The Affiant, \_\_\_\_\_, is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
NOTARY PUBLIC - STATE  
OF \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Notary Seal)