

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
FOR
MANHOLES, STURCTURES, AND CURED-IN PLACE REHABILITATION AND
INSPECTION SERVICES PURSUANT TO
ITN-2020-191-ND**

This Professional Services Agreement ("Agreement") is entered into this _____ day of _____, 20____("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **XXXXX**, a _____ corporation, whose address is XXXX ("Contractor").

SECTION 1
DEFINITIONS

Agreement: This Agreement between the City and Contractor, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

City Manager's Designee: The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Rodolfo De La Torre, Public Works Operations Division Director.

Contractor: For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.

General Conditions For Services and Construction Contracts: The City's terms and conditions that shall be applicable to goods and services and construction agreements.

Services: All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Contractor as compensation for Services.

Proposal Documents: Proposal Documents shall mean City of Miami Beach ITN No. 2021-191-ND for Manholes Inspection and Rehabilitation Services, together with all amendments thereto, issued by the City in contemplation of this

Agreement ITN and the Contractor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the ITN; and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2

SCOPE OF SERVICES

2.1 Terms & Conditions – Services. By virtue of executing this agreement, Contractor agrees to be bound by and in compliance with the Terms and Conditions for Goods and Services incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

Terms & Conditions – Construction. Contractor agrees to be bound by and in compliance with the Terms and Conditions for Construction (dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

2.2 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit "A" hereto (the "Services").

2.3 Conditional Assignment and Third-Party Beneficiary: Contractor shall conditionally assign to the City all of its right, title and interest in and to all agreements or warranties for National Water Main Cleaning Company, Vortex Infrastructure Services and, Envirowaste Services Group, Inc., including without limitation for manhole and structure rehabilitation; cured-in-place pipe rehabilitation for sewer and stormwater lines; circuit television inspection (CCTV); trenchless point repairs; and pipeline and manhole condition inspection/reports services ("Transferred Agreement"). The Transferred Agreement(s) shall provide that in the event of any termination or default of this Agreement, City, in its sole and absolute discretion, may, upon written notice to the applicable transferee, assume the Transferred Agreement and thereafter, the Transferred Agreement shall continue in full force and effect as if a direct agreement between City and such transferee, such transferee will recognize City without any further action on the part of either City or such transferee, and such transferee will continue to perform all of its obligations, in accordance with such Transferred Agreement. Contractor shall include in its agreement with all potential transferees a consent to the conditional assignment language as provided herein. If City elects to succeed to the interest of Contractor under any such agreement, City will not be (i) liable for damages for any act or omission of Contractor, (ii) liable for any payments owed prior to the transfer, (iii) subject to any offsets or deductions that such transferee may have against Contractor, or (iv) bound by any amendment or modification of such agreement made without the prior written consent of City. In addition to the foregoing, the City shall be a third-party beneficiary to the agreements provided in this section, and shall have the right to enforce such agreements directly to the extent the City may deem such enforcement necessary or advisable.

SECTION 3

TERM

The term of this Agreement shall commence upon execution of this Agreement by the City and Contractor, which shall be the Effective Date and shall be in effect for two (2) years ("Initial Term"), plus three (3), one (1) year renewal options, to be exercised at the sole discretion of the City Manager (Initial Term and any renewals shall be collectively referred to as the "Term"). City shall provide Contractor with notice of renewal no later than thirty (30) days prior to the expiration of the initial term (or first renewal term, as applicable).

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as set forth in the timeline and/or schedule for a particular project referenced in the Purchase Order.

SECTION 4

FEE

4.1 In consideration of the Services to be provided, Contractor shall be compensated on a fixed fee basis, in accordance with the pricing established in Exhibit "B" Price List attached hereto.

4.2 Cost Escalation: Prices must be held firm during the initial term of the Agreement. During the renewal term, the City may consider prices increases no greater than the applicable Bureau of Labor Statistics (www.bls.gov) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated living wage increases. In considering cost escalation due to living wage increases, the City will only consider the direct costs related to living wage increases, exclusive of overhead, profit or any other related cost.

4.3 Licenses, Permits and Fees: Contractor shall be responsible for attaining permits for any work which requires permits. The City will only reimburse the Contractor for the initial review and one resubmission. Costs associated with additional resubmissions will not be reimbursed. Contractor shall not include permit fees on Price List. All licenses required by a municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor. Permit fees will be provided as a pass-through cost only.

4.5 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR LACK OF FUNDS

The City is a governmental entity and is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement. In the event there is a lack of adequate funding either for the products, services and/or the project; the City may terminate this Agreement without further liability to the City.

5.2 TERMINATION FOR CAUSE

The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Contractor, in the event that the Contractor (1) violates any provision of this Agreement or performs in bad faith; (2) unreasonably delays the performance of the services or any portion thereof; or (3) does not perform the services or any portion thereof in a timely and satisfactory manner. In the case of termination for cause by the City, the Contractor shall first be granted a thirty (30) day cure period (commencing upon receipt of the initial written notice of default from the City). In the event of a termination for cause, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2.1 In the event this Agreement is terminated for cause by the City, the City, at its sole option and discretion, may take over the remaining services and complete them by contracting with another Contractor(s), or otherwise. The Contractor shall be liable to the City for any additional cost(s) incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of the services, and the cost of completion of such services had the Agreement not been terminated.

5.3 TERMINATION FOR CONVENIENCE OF THE CITY

In addition to the City's right to terminate for cause, the City, through the City Manager, may also terminate this Agreement, upon fourteen (14) days prior written notice to Contractor, for convenience, without cause, and without penalty, when (in its sole discretion) it deems such termination to be in the best interest of the City. In the event the City terminates the Agreement for convenience, Contractor shall be compensated for Contractor's actual cost of work and materials incurred by the Contractor and consistent with prior City approved order commitments, including any orders in progress for raw material, work in progress and furnished products materials, which shall have been expended when notice of cancellation shall be received by Contractor. Upon payment of any amount which may be due to Contractor pursuant this subsection 5.3, the City shall have no further liability to Contractor.

5.4 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.3.

5.5 IMPLEMENTATION OF TERMINATION

In the event of termination (whether for cause or for convenience), upon receipt of the City's written notice of termination the Contractor shall immediately: (1) stop the performance of services; (2) place no further orders or issue any other subcontracts, except for those which may have already been approved, in writing, by the City Manager's designee; (3) terminate all existing orders and subcontracts; and (4) promptly assemble all project documents (for delivery to the City Manager's designee).

SECTION 6 **INDEMNIFICATION, INSURANCE REQUIREMENTS, PAYMENT AND PERFORMANCE** **BOND**

6.1 INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

6.2.1 The Contractor shall maintain the below required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

C. Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$2,000,000 combined per accident for bodily injury and property damage.

D. Installation Floater Insurance against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site, which is to be used (installed into a building or structure) in the Project. *(City of Miami Beach shall Named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)*

E. Umbrella Liability Insurance in an amount no less than \$5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

F. If any excavation work is included in the Contract, it is understood and agreed that Contractor's Liability policy shall not contain exclusion for XCU (Explosion, Collapse and Underground) coverage.

6.2.2 Additional Insured: City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Contractor's insurance.

6.2.3 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

6.2.4 Waiver of Subrogation: Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6.2.5 Acceptability of Insurers: Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida

Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

6.2.6 Verification of Coverage: Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

6.2.7 Special Risks or Circumstances: The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

6.3 PAYMENT AND PERFORMANCE BOND

The City will require a payment and performance bond for any prosecution and completion of a public work or for repairs upon a public work in excess of \$200,000. Within ten (10) calendar days of City execution of the Contractor Service Order, Contractor shall furnish a Performance Bond and a Payment Bond, attached here to as Exhibit B.

6.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contractor Service Order, guaranteeing to City the completion and performance of the work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to the project.

6.3.2 Each Bond shall continue in effect for one year after final completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contractor Service Order sum, or an additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after final completion of the work.

6.3.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor shall ensure that the bond(s) referenced above shall be

recorded in the public records of Miami-Dade County and provide City with evidence of such recording.

6.3.4 Alternate Form of Security: In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit. Such alternate forms of security shall be subject to the prior approval of City and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

6.4 QUALIFICATION OF SURETY

6.4.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

6.4.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

6.4.3 The City will accept a surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City shall review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the Bidder or proposer with a surety company acceptable to the City, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Policy- Financial holder's Size

Amount of Bond Ratings Category

500,001 to 1,000,000 B+ Class I

1,000,001 to 2,000,000 B+ Class II

2,000,001 to 5,000,000 A Class III

5,000,001 to 10,000,000 A Class IV

10,000,001 to 25,000,000 A Class V

25,000,001 to 50,000,000 A Class VI

50,000,001 or more A Class VII

6.4.4 The City may accept a Bid Bond, Performance Bond and Payment Bond from a surety company that is in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;
AND CONFIDENTIAL FINDINGS**

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Contractor shall exercise the degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise

be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Contractor or its employees or sub-Contractors, without the prior written consent of the City Manager.

SECTION 10 **GENERAL PROVISIONS**

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

- (C) Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
 - i. If this Agreement is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound

recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:

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

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.

- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH

ATTENTION: RAFAEL E. GRANADO, CITY CLERK

1700 CONVENTION CENTER DRIVE

MIAMI BEACH, FLORIDA 33139

E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV

PHONE: 305-673-7411

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
- (B) If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event

claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) Contractor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Contractor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Contractor enters into a contract with an approved subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) **TERMINATION RIGHTS.**

- (1) If the City has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Contractor for cause, and the City shall thereafter have or owe no further obligation or liability to Contractor.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Contractor otherwise complied with such subsection, the City will promptly notify the Contractor and order the Contractor to immediately terminate the Agreement with the subcontractor. Contractor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Contractor's contract for cause.
- (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
- (4) The City or Contractor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
- (5) If the City terminates the Agreement with Contractor under the foregoing Subsection (B)(1), Contractor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
- (6) Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONTRACTOR:

National Water Main Cleaning Company
1806 Newark Turnpike
Kearny, NJ 07032
Attn: Irnesa Okanovic
Ph: 973-483-3200
Email: bidreg@nwmcc.com

TO CITY:

Public Works Department
451 Dade Blvd.
Miami Beach FL, 33139
Attn: Rodolfo De La Torre, Director Infrastructure Division
Ph: 305-673-7000 ext. 6243
Email: rudydeltorre@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 ENTIRETY OF AGREEMENT

The City and Contractor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

12.6 BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL

The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing Services under this ITB or any resulting Agreement prior to the commencement of said Services. No Contractor employee shall be eligible to perform Services, pursuant to this ITB or resulting Agreement if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to

homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement. Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must wear photo identification at all times.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Dan Gelber, Mayor

Date: _____

FOR CONTRACTOR:

**NATIONAL WATER MAIN CLEANING
COMPANY**

ATTEST:

By: _____

Print Name and Title

Print Name and Title

Date: _____

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

9-28-21

Date

EXHIBIT A
SCOPE OF SERVICES

1. The scope of services include but are not limited to: manhole and structure rehabilitation; cured-in-place pipe rehabilitation for sewer and stormwater lines; circuit television inspection (CCTV); trenchless point repairs; and pipeline and manhole condition inspection/reports. The Operations Division of the Public Works Department (hereinafter referred to as the "Division") has identified multiple locations where manholes, structures and gravity mains require rehabilitation.

2. **Roadmap for Awarding Work.** When items/services are needed, the requesting department will identify the pricing from each vendor and select the vendor that offers the best pricing and availability for the sum of all the items, attached hereto as Exhibit "B" Price List, on a case by case basis. Price includes the furnishing of all labor, materials, and equipment necessary to complete the work.

3. The requesting department will issue a Purchase Order (PO) for services performed. Contractor shall only commence services when the City has issued a PO.

4. **Emergency Services.** The Contractor will provide the City with evening, weekend and, holiday service, as necessary, to cope with an emergency which threatens public health and safety, as determined by the City. Contractor shall be immediately available via a twenty-four (24) hour, seven (7) days per week telephone service. It is expected that non-scheduled request for service (emergency calls, etc.) shall be responded to within one (1) hour after the call is made to the service line or directly to the Contractor. Contractor shall supply the name and telephone numbers, cellular and office, of at least two (2) company individuals with the authority to make management decisions and who can be reached at any time.

The Contractor, upon the issuance of a purchase order, shall mobilize within 24 hours. The contractor shall call for underground locates (Sunshine 811) a minimum of 48-hours before demolition/excavation activities. In some cases such as a sewer main break and after meeting on-site to discuss the repairs of the water or sewer main break, the Contractor may be required to mobilize immediately as directed by the Department of Public Works Director, Infrastructure (Operations) Director, or his designee.

5. **Routine/Non-Emergency or Planned Work.** The Contractor, upon the issuance of a Purchase Order (PO) shall schedule a Pre-Construction meeting with the Project Administrator within 48 hours and, within a reasonable time frame the Contractor shall provide a work schedule which will be mutually agreed upon. Upon receipt of NTP the Contractor shall commence scheduling meetings, activities, permit applications and other preconstruction activities deemed necessary to complete the work. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents (i.e. Payment and Performance Bonds, and Insurance Certificate) and after issuance of a PO. The contractor shall call for underground locates (Sunshine 811) a minimum of 48-hours before demolition/excavation activities begin and shall mobilize within 24-hours of the previously agreed on "project start date". All required permits and any other necessary documents required by this provision shall be submitted to the City before mobilizing.

6. **Additional Services Not Specified.** For the cost of labor for additional work not specified under other line items, for regular and non-regular working hours. Contractor shall be compensated in accordance with the hourly rates stipulated in Exhibit "B" Price List,

For additional parts/supplies (as applicable) a percentage markup shall be applied in accordance with the agreed upon percentage stipulated in Exhibit "B" Price List.

7. **Maintenance of Traffic.** Work shall be conducted in such a manner that all streets shall be open to traffic at night. Approved and sufficient barricades, signs and lighting shall be maintained at all times for the safety of the public and traffic.

7.1 Work areas must be barricaded by the Contractor 24 hours prior to commencement of the work.

7.2 It will be the responsibility of the Contractor to provide all barricades, signs, and lighting in accordance with the above stated requirements. The Contractor shall be responsible for providing an off-duty police officer, if necessary, to complete the job.

7.3 The cost of law enforcement officers will be provided as a pass-through cost only.

8. **Workday.** Regular working hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday. Calls outside these hours and days will be considered non-regular. Work outside of regular working hours must be previously authorized by the City.

EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
		UNIT COST	UNIT COST	UNIT COST
Sewer Main Television Inspection (6" in Diameter or Less)	LF	\$ 1.00	\$ 1.25	\$ 5.00
Sewer Main Television Inspection (8" through 16" Diameter)	LF	\$ 1.00	\$ 1.25	\$ 2.00
Sewer Main Television Inspection (18" through 24" Diameter)	LF	\$ 1.00	\$ 2.15	\$ 3.00
Sewer Main Television Inspection (27" through 36" Diameter)	LF	\$ 1.00	\$ 2.70	\$ 4.00
Sewer Main Television Inspection (42" through 48" Diameter)	LF	\$ 5.00	\$ 14.00	\$ 5.00
Sewer Main Television Inspection (54" through 60" Diameter)	LF	\$ 6.00	\$ 14.50	\$ 6.00
Sewer Main Television Inspection (66" through 72" Diameter)	LF	\$ 7.00	\$ 15.00	\$ 8.00
Sewer Main Television Inspection (78" through 90" Diameter)	LF	\$ 8.00	\$ 15.50	\$ 10.00
Sewer Main Television Inspection (96" through 108" Diameter)	LF	\$ 10.00	\$ 16.00	\$ 12.00
Sewer Main Cleaning - Normal (6" in Diameter or less)	LF	\$ 1.00	\$ 1.25	\$ 10.00
Sewer Main Cleaning - Normal (8" through 16" Diameter)	LF	\$ 1.00	\$ 1.25	\$ 8.00
Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	\$ 3.00	\$ 2.15	\$ 20.00
Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	\$ 4.00	\$ 2.70	\$ 30.00
Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	\$ 8.00	\$ 14.00	\$ 50.00
Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	\$ 10.00	\$ 14.50	\$ 75.00
Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	\$ 12.00	\$ 15.00	\$ 100.00
Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	\$ 15.00	\$ 15.50	\$ 150.00
Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	\$ 18.00	\$ 16.00	\$ 200.00
Sewer Main Cleaning - Mechanical (6" in Diameter or less)	LF	\$ 12.00	\$ 32.00	\$ 20.00
Sewer Main Cleaning - Mechanical (8" through 16" Diameter)	LF	\$ 15.00	\$ 64.00	\$ 30.00
Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	\$ 20.00	\$ 79.00	\$ 40.00
Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	\$ 25.00	\$ 89.00	\$ 50.00
Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	\$ 30.00	\$ 89.00	\$ 100.00
Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	\$ 40.00	\$ 515.00	\$ 150.00
Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	\$ 50.00	\$ 515.00	\$ 250.00
Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	\$ 60.00	\$ 515.00	\$ 350.00
Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	\$ 70.00	\$ 515.00	\$ 450.00
6" Clean and TV storm sewer	LF	\$ 3.00	\$ 6.00	\$ 5.00
8" Clean and TV storm sewer	LF	\$ 3.00	\$ 2.95	\$ 7.00
10" Clean and TV storm sewer	LF	\$ 3.50	\$ 2.95	\$ 8.00
12" Clean and TV storm sewer	LF	\$ 4.00	\$ 2.30	\$ 10.00
15" Clean and TV storm sewer	LF	\$ 5.00	\$ 3.15	\$ 12.00
16" Clean and TV storm sewer	LF	\$ 5.00	\$ 10.65	\$ 15.00
18" Clean and TV storm sewer	LF	\$ 6.00	\$ 6.50	\$ 18.00
21" Clean and TV storm sewer	LF	\$ 7.00	\$ 7.50	\$ 20.00
24" Clean and TV storm sewer	LF	\$ 7.50	\$ 9.50	\$ 22.00
30" Clean and TV storm sewer	LF	\$ 9.00	\$ 18.50	\$ 25.00
36" Clean and TV storm sewer	LF	\$ 11.00	\$ 25.50	\$ 28.00
42" Clean and TV storm sewer	LF	\$ 12.00	\$ 28.50	\$ 30.00
48" Clean and TV storm sewer	LF	\$ 14.00	\$ 31.50	\$ 35.00
54" Clean and TV storm sewer	LF	\$ 16.00	\$ 42.50	\$ 40.00
60" Clean and TV storm sewer	LF	\$ 18.00	\$ 53.00	\$ 50.00
72" Clean and TV storm sewer	LF	\$ 20.00	\$ 28.50	\$ 60.00
84" Clean and TV storm sewer	LF	\$ 25.00	\$ 90.00	\$ 70.00
90" Clean and TV storm sewer	LF	\$ 30.00	\$ 85.00	\$ 80.00
96" Clean and TV storm sewer	LF	\$ 35.00	\$ 265.00	\$ 90.00
102" Clean and TV storm sewer	LF	\$ 40.00	\$ 90.00	\$ 100.00
24" x 36" Clean and TV storm sewer culvert	LF	\$ 50.00	\$ 105.00	\$ 40.00
34" x 53" Clean and TV storm sewer culvert	LF	\$ 55.00	\$ 125.00	\$ 80.00
36" x 72" Clean and TV storm sewer culvert	LF	\$ 65.00	\$ 125.00	\$ 120.00
38" x 72" Clean and TV storm sewer culvert	LF	\$ 70.00	\$ 125.00	\$ 130.00
42" x 36" Clean and TV storm sewer culvert	LF	\$ 75.00	\$ 165.00	\$ 80.00
48" x 72" Clean and TV storm sewer culvert	LF	\$ 80.00	\$ 165.00	\$ 150.00
48" x 76" Clean and TV storm sewer culvert	LF	\$ 90.00	\$ 165.00	\$ 180.00
96" x 48" Clean and TV storm sewer culvert	LF	\$ 100.00	\$ 185.00	\$ 225.00
102" x 42" Clean and TV storm sewer culvert	LF	\$ 105.00	\$ 185.00	\$ 250.00
102" x 60" Clean and TV storm sewer culvert	LF	\$ 110.00	\$ 210.00	\$ 300.00
120" x 60" Clean and TV storm sewer culvert	LF	\$ 120.00	\$ 210.00	\$ 350.00
Outfall segment surcharge	LF	\$ 15.00	\$ 125.00	\$ 1,000.00
6" - 12" Post TV Inspection After Rehabilitation	LF	\$ 2.00	\$ 1.10	\$ 2.00
14" - 20" Post TV Inspection After Rehabilitation	LF	\$ 2.50	\$ 1.10	\$ 3.00
21" - 36" Post TV Inspection After Rehabilitation	LF	\$ 3.50	\$ 2.20	\$ 4.00
37" - 42" Post TV Inspection After Rehabilitation	LF	\$ 5.00	\$ 2.20	\$ 5.00
43" - 48" Post TV Inspection After Rehabilitation	LF	\$ 7.00	\$ 4.40	\$ 6.00
49" - 54" Post TV Inspection After Rehabilitation	LF	\$ 9.00	\$ 5.50	\$ 7.00
55" - 60" Post TV Inspection After Rehabilitation	LF	\$ 12.00	\$ 6.50	\$ 10.00

EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
		UNIT COST	UNIT COST	UNIT COST
Sewer Lift Station Cleaning	SQFT	\$ 10.00	\$ 22.50	\$ 12.00
Storm Water Lift Station Cleaning	SQFT	\$ 10.00	\$ 22.50	\$ 12.00
Vector Truck Services	HR	\$ 225.00	\$ 210.00	\$ 500.00
6" - 12" Joint Testing	EA	\$ 75.00	\$ 2,650.00	\$ 2,500.00
14" - 20" Joint Testing	EA	\$ 125.00	\$ 2,650.00	\$ 3,000.00
21" - 36" Joint Testing	EA	\$ 175.00	\$ 3,100.00	\$ 3,500.00
37" - 48" Joint Testing	EA	\$ 275.00	\$ 3,100.00	\$ 4,500.00
49" - 54" Joint Testing	EA	\$ 400.00	\$ 4,200.00	\$ 5,500.00
55" - 60" Joint Testing	EA	\$ 450.00	\$ 4,200.00	\$ 6,500.00
Mechanical Root/FOG removal	LF	\$ 10.00	\$ 5.50	\$ 50.00
Other Remote Obstruction removal (max. 5 lf)	EA	\$ 750.00	\$ 500.00	\$ 750.00
Smoke Testing (measured per LF of trunk line)	LF	\$ 0.75	\$ 3.10	\$ 3.00
Cleanout & Sewer Lateral Visual Inspection	EA	\$ 200.00	\$ 285.00	\$ 500.00
MACP MH Inspection Level 1	EA	\$ 75.00	\$ 95.00	\$ 200.00
MACP MH Inspection Level 2	EA	\$ 150.00	\$ 185.00	\$ 300.00
Flow Testing - Wastewater Collection System	Per Week	\$ 2,500.00	\$ 1,200.00	\$ 1,500.00
Rebuild Bench and Invert	EA	\$ 250.00	\$ 325.00	\$ 500.00
Removal of Existing Coating (Water Blast) (Standard 4-ft Diameter)	VF	\$ 50.00	\$ 32.50	\$ 63.00
Removal of Existing Coating (Water Blast) (Standard 5-ft Diameter)	VF	\$ 78.00	\$ 32.50	\$ 99.00
Removal of Existing Coating (Water Blast) (Standard 6-ft Diameter)	VF	\$ 100.00	\$ 48.50	\$ 142.00
Removal of Existing Coating (Sand Blast) (Standard 4-ft Diameter)	VF	\$ 75.00	\$ 130.00	\$ 164.00
Removal of Existing Coating (Sand Blast) (Standard 5-ft Diameter)	VF	\$ 115.00	\$ 130.00	\$ 256.00
Removal of Existing Coating (Sand Blast) (Standard 6-ft Diameter)	VF	\$ 150.00	\$ 195.00	\$ 368.00
Demolition of Existing Mechanically Fastened Liner (Standard 4-ft Diameter)	VF	\$ 120.00	\$ 130.00	\$ 227.00
Demolition of Existing Mechanically Fastened Liner (Standard 5-ft Diameter)	VF	\$ 175.00	\$ 130.00	\$ 354.00
Demolition of Existing Mechanically Fastened Liner (Standard 6-ft Diameter)	VF	\$ 200.00	\$ 195.00	\$ 509.00
Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner or approved equal	VF	\$ 225.00	\$ 240.00	\$ 227.00
Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner or approved equal	VF	\$ 325.00	\$ 275.00	\$ 354.00
Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner or approved equal	VF	\$ 450.00	\$ 365.00	\$ 509.00
Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 350.00	\$ 355.00	\$ 503.00
Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 540.00	\$ 360.00	\$ 786.00
Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 700.00	\$ 460.00	\$ 1,131.00
Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1/4" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	\$ 400.00	\$ 445.00	\$ 566.00
Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1/4" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	\$ 700.00	\$ 515.00	\$ 884.00
Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1/4" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	\$ 900.00	\$ 605.00	\$ 1,273.00
Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	\$ 500.00	\$ 595.00	\$ 629.00
Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	\$ 800.00	\$ 610.00	\$ 982.00
Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	\$ 1,000.00	\$ 680.00	\$ 1,414.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - 1-inch Calcium Aluminate-based cementitious liner or approved equal	SQFT	\$ 20.00	\$ 49.50	\$ 18.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	\$ 30.00	\$ 44.50	\$ 40.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - Composite System - 1/4" Cementitious + 125 mils Epoxy / Polyurea or approved equal	SQFT	\$ 45.00	\$ 52.50	\$ 45.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea or approved equal	SQFT	\$ 50.00	\$ 66.50	\$ 50.00

EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
		UNIT COST	UNIT COST	UNIT COST
Lift / Pump Station or Non-Standard Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	\$ 20.00	\$ 25.00	\$ 20.00
Adjust manhole frame and cover up to 1 Ft	EA	\$ 850.00	\$ 1,155.00	\$ 2,300.00
Adjust manhole frame and cover over 1 Ft	EA	\$ 1,500.00	\$ 1,325.00	\$ 3,500.00
New manhole frame and cover-24"	EA	\$ 1,200.00	\$ 1,980.00	\$ 2,800.00
New manhole frame and cover-32"	EA	\$ 2,500.00	\$ 2,145.00	\$ 4,000.00
Install Chimny Seal I & I Barrier	EA	\$ 750.00	\$ 465.00	\$ 1,000.00
Install Inflow Dish	EA	\$ 100.00	\$ 225.00	\$ 150.00
By-Pass for manhole(s) rehabilitation (influent 6" though 10")	HR	\$ 0.01	\$ 275.00	\$ 100.00
By-Pass for manhole(s) rehabilitation (influent 12" though 15")	HR	\$ 0.01	\$ 350.00	\$ 150.00
By-Pass for manhole(s) rehabilitation (influent 18" though 21")	HR	\$ 0.01	\$ 350.00	\$ 250.00
By-Pass for manhole(s) rehabilitation (influent 24" and above)	HR	\$ 0.01	\$ 350.00	\$ 375.00
By-Pass for wet well/Non-Standard Structure rehabilitation (influent 6" though 10")	HR	\$ 100.00	\$ 275.00	\$ 275.00
By-Pass for wet well /Non-Standard Structure rehabilitation (influent 12" though 15")	HR	\$ 125.00	\$ 350.00	\$ 300.00
By-Pass for wet well /Non-Standard Structure rehabilitation (influent 18" though 21")	HR	\$ 150.00	\$ 350.00	\$ 450.00
By-Pass for wet well /Non-Standard Structure rehabilitation (influent 24" through 36")	HR	\$ 175.00	\$ 350.00	\$ 600.00
By-Pass for wet well /Non-Standard Structure rehabilitation (influent 36" and above)	HR	\$ 200.00	\$ 565.00	\$ 1,000.00
Infiltration Control - Acrylamide Grout	Gallon	\$ 45.00	\$ 10.00	\$ 500.00
Infiltration Control - Polyurethane Grout	Gallon	\$ 350.00	\$ 120.00	\$ 600.00
Infiltration Control - Hydraulic Grout (Other Approved)	Gallon	\$ 100.00	\$ 150.00	\$ 400.00
Waterproofing Resin	LB	\$ 50.00	\$ 250.00	\$ 50.00
Backyard Easement Additional Cost	EA	\$ 750.00	\$ 1,650.00	\$ 3,500.00
Joint Preparation	LF	\$ 40.00	\$ 2,850.00	\$ 500.00
6" or smaller By-Pass Charge for Lining/Rehab	HR	\$ 100.00	\$ 275.00	\$ 50.00
6"-12" By-Pass Charge for Lining/Rehab	HR	\$ 100.00	\$ 350.00	\$ 75.00
15"-18" By-Pass Charge for Lining/Rehab	HR	\$ 150.00	\$ 350.00	\$ 125.00
21"-24" By-Pass Charge for Lining/Rehab	HR	\$ 200.00	\$ 350.00	\$ 225.00
27"-36" By-Pass Charge for Lining/Rehab	HR	\$ 350.00	\$ 525.00	\$ 375.00
42" or Larger By-Pass Charge for Lining/Rehab	HR	\$ 350.00	\$ 1,050.00	\$ 750.00
6" - 12" Joint Sealing	EA	\$ 250.00	\$ 2,650.00	\$ 1,500.00
14" - 20" Joint Sealing	EA	\$ 350.00	\$ 2,650.00	\$ 2,000.00
21" - 36" Joint Sealing	EA	\$ 450.00	\$ 3,100.00	\$ 3,000.00
37" - 48" Joint Sealing	EA	\$ 650.00	\$ 3,100.00	\$ 4,000.00
49" - 54" Joint Sealing	EA	\$ 750.00	\$ 4,200.00	\$ 5,500.00
55" - 60" Joint Sealing	EA	\$ 900.00	\$ 4,200.00	\$ 7,500.00
Chemical Grout for Joint Repairs	Gallon	\$ 45.00	\$ 10.00	\$ 900.00
6" or smaller CIPP Setup Charge	EA	\$ 575.00	\$ 210.00	\$ 500.00
6"-12" CIPP Setup Charge	EA	\$ 1,150.00	\$ 550.00	\$ 750.00
15"-18" CIPP Setup Charge	EA	\$ 2,300.00	\$ 660.00	\$ 1,200.00
21"-24" CIPP Setup Charge	EA	\$ 3,450.00	\$ 880.00	\$ 2,000.00
27"-36" CIPP Setup Charge	EA	\$ 5,750.00	\$ 5,775.00	\$ 3,000.00
42" or Larger CIPP Setup Charge	EA	\$ 11,500.00	\$ 6,500.00	\$ 5,000.00
6" or smaller Backyard Easement Additional Set-up Per Install	EA	\$ 460.00	\$ 715.00	\$ 1,000.00
6" to 12" Backyard Easement Additional Set-up Per Install	EA	\$ 575.00	\$ 1,365.00	\$ 1,500.00
15" to 24" Backyard Easement Additional Set-up Per Install	EA	\$ 1,150.00	\$ 2,450.00	\$ 2,500.00
27" to 48" Backyard Easement Additional Set-up Per Install	EA	\$ 5,750.00	\$ 2,750.00	\$ 4,000.00
6"-12" Pipe	EA	\$ 250.00	\$ 250.00	\$ 300.00
15"-18" pipe	EA	\$ 300.00	\$ 450.00	\$ 300.00
21"-24" Pipe	EA	\$ 400.00	\$ 1,325.00	\$ 400.00
27"-36" Pipe	EA	\$ 500.00	\$ 2,650.00	\$ 500.00
42" or Larger Pipe	EA	\$ 600.00	\$ 3,100.00	\$ 500.00
6" x 4.5mm STEAM / WATER CURE	LF	\$ 46.00	\$ 33.60	\$ 40.00
8" x 6.0mm STEAM / WATER CURE	LF	\$ 40.25	\$ 27.50	\$ 28.00
10" x 6.0mm STEAM / WATER CURE	LF	\$ 46.00	\$ 28.60	\$ 30.00
12" x 6.0mm STEAM / WATER CURE	LF	\$ 57.50	\$ 41.50	\$ 40.00

EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
		UNIT COST	UNIT COST	UNIT COST
15" x 7.5mm STEAM / WATER CURE	LF	\$ 69.00	\$ 67.20	\$ 60.00
18" x 9.0mm STEAM / WATER CURE	LF	\$ 80.50	\$ 113.50	\$ 90.00
21" x 9.0mm STEAM / WATER CURE	LF	\$ 109.25	\$ 115.50	\$ 110.00
24" x 10.5mm STEAM / WATER CURE	LF	\$ 132.25	\$ 178.50	\$ 125.00
27" x 10.5mm STEAM / WATER CURE	LF	\$ 155.25	\$ 183.75	\$ 175.00
30" x 12.0mm STEAM / WATER CURE	LF	\$ 178.25	\$ 215.25	\$ 200.00
33" x 12.0mm STEAM / WATER CURE	LF	\$ 195.50	\$ 220.50	\$ 250.00
36" x 12.0mm STEAM / WATER CURE	LF	\$ 224.25	\$ 357.00	\$ 300.00
42" x 13.5mm STEAM / WATER CURE	LF	\$ 276.00	\$ 367.00	\$ 350.00
48" x 15.0mm STEAM / WATER CURE	LF	\$ 402.50	\$ 400.00	\$ 400.00
54" x 18.0mm STEAM / WATER CURE	LF	\$ 488.75	\$ 409.50	\$ 450.00
60" x 22.5mm STEAM / WATER CURE	LF	\$ 575.00	\$ 577.50	\$ 550.00
6" Additional 1.5mm	LF	\$ 10.00	\$ 2.65	\$ 3.00
8" Additional 1.5mm	LF	\$ 10.00	\$ 3.15	\$ 3.00
10" Additional 1.5mm	LF	\$ 10.00	\$ 4.20	\$ 4.00
12" Additional 1.5mm	LF	\$ 30.00	\$ 4.45	\$ 4.00
15"Additional 1.5mm	LF	\$ 30.00	\$ 5.50	\$ 6.00
18" Additional 1.5mm	LF	\$ 36.00	\$ 6.30	\$ 9.00
21" Additional 1.5mm	LF	\$ 36.00	\$ 7.35	\$ 8.00
24" Additional 1.5mm	LF	\$ 36.00	\$ 8.40	\$ 9.00
27" Additional 1.5mm	LF	\$ 40.00	\$ 9.45	\$ 10.00
30" Additional 1.5mm	LF	\$ 46.00	\$ 10.50	\$ 14.00
33" Additional 1.5mm	LF	\$ 52.00	\$ 12.60	\$ 14.00
36" Additional 1.5mm	LF	\$ 58.00	\$ 14.70	\$ 14.00
42" Additional 1.5mm	LF	\$ 66.00	\$ 15.75	\$ 18.00
48" Additional 1.5mm	LF	\$ 78.00	\$ 16.80	\$ 20.00
54" Additional 1.5mm	LF	\$ 92.00	\$ 19.95	\$ 20.00
60" Additional 1.5mm	LF	\$ 100.00	\$ 23.10	\$ 22.00
6" Additional .7mm	LF	\$ 10.00	\$ 2.65	\$ 1.50
8" Additional .7mm	LF	\$ 10.00	\$ 3.15	\$ 1.50
10" Additional .7mm	LF	\$ 10.00	\$ 4.20	\$ 2.00
12" Additional .7mm	LF	\$ 30.00	\$ 4.45	\$ 2.00
15" Additional .7mm	LF	\$ 30.00	\$ 5.50	\$ 3.00
18" Additional .7mm	LF	\$ 36.00	\$ 6.30	\$ 4.50
21" Additional .7mm	LF	\$ 36.00	\$ 7.35	\$ 4.00
24" Additional .7mm	LF	\$ 36.00	\$ 8.40	\$ 4.50
27" Additional .7mm	LF	\$ 40.00	\$ 9.45	\$ 5.00
30" Additional .7mm	LF	\$ 46.00	\$ 10.50	\$ 7.00
33" Additional .7mm	LF	\$ 52.00	\$ 12.60	\$ 7.00
36" Additional .7mm	LF	\$ 58.00	\$ 14.70	\$ 7.00
42" Additional .7mm	LF	\$ 66.00	\$ 15.75	\$ 9.00
48" Additional .7mm	LF	\$ 78.00	\$ 16.80	\$ 10.00
54" Additional .7mm	LF	\$ 92.00	\$ 19.95	\$ 10.00
60" Additional .7mm	LF	\$ 100.00	\$ 23.10	\$ 11.00
Internal reconnects on Cured-in-place pipe	EA	\$ 500.00	\$ 525.00	\$ 1,000.00
4" Set-up clean and inspect < 20' each total	FT	\$ 25.00	\$ 11.50	\$ 23.00
4" Set-up clean and inspect > 20' each total	FT	\$ 25.00	\$ 23.00	\$ 23.00
6" Set-up clean and inspect < 20' each total	FT	\$ 25.00	\$ 11.50	\$ 23.00
6" Set-up clean and inspect > 20' each total	FT	\$ 25.00	\$ 23.00	\$ 23.00
4"-6" Set-up for installations of < 20' each total	EA	\$ 3,450.00	\$ 5,725.00	\$ 3,450.00
4"-6" Set-up for installations of 20' - 50' each total	EA	\$ 3,800.00	\$ 5,975.00	\$ 3,795.00
4"-6" Set-up for installations of 51'-150' each total	EA	\$ 4,350.00	\$ 6,500.00	\$ 4,370.00
4"-6" Installation and cure of lateral liner from surface clean-out to main	LF	\$ 140.00	\$ 70.00	\$ 132.25
4" Wye Lateral Connection Seal	EA	\$ 1.50	\$ 1,865.00	\$ 1.15
5" Wye Lateral Connection Seal	EA	\$ 1.50	\$ 1,865.00	\$ 1.15
6" Wye Lateral Connection Seal	EA	\$ 1.50	\$ 1,865.00	\$ 1.15
4" Tee Lateral Connection Seal	EA	\$ 1.50	\$ 1,865.00	\$ 1.15
5" Tee Lateral Connection Seal	EA	\$ 1.50	\$ 1,865.00	\$ 1.15
6" Tee Lateral Connection Seal	EA	\$ 1.50	\$ 1,865.00	\$ 1.15

EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
		UNIT COST	UNIT COST	UNIT COST
Certification of Work Completed - Purchase orders of 1,000 LF or Less Upon completion of all work contractor shall provide record drawings of all restored segments, as built shall include restoration performed, date and shall be certified for proper installation by the product provider.	EA	\$ 1,000.00	\$ 2,500.00	\$ 1,000.00
Certification of Work Completed - Purchase orders of 1,001 to 10,000 LF Upon completion of all work contractor shall provide record drawings of all restored segments, as built shall include restoration performed, date and shall be certified for proper installation by the product provider.	EA	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00
Certification of Work Completed - Purchase orders of 10,000 LF or more Upon completion of all work contractor shall provide record drawings of all restored segments, as built shall include restoration performed, date and shall be certified for proper installation by the product provider.	EA	\$ 7,500.00	\$ 10,000.00	\$ 3,000.00
Re-Inspection of WORK at 3 Years - 3 years from date of install the contractor shall spot check the work performed. The city will pay applicable costs for cleaning and inspection to be performed. To be paid for per Purchase Order issued.	LS	\$ 10,000.00	\$ 26,500.00	\$ 15,000.00
Mobilization and Demobilization for Work orders smaller than \$50,000	EA	\$ 5,000.00	\$ 35,000.00	\$ 30,000.00
Mobilization and Demobilization for Work \$50,000 to \$100,000	EA	\$ 10,000.00	\$ 45,000.00	\$ 25,000.00
Mobilization and Demobilization for Work \$100,000 to \$200,000	EA	\$ 20,000.00	\$ 70,000.00	\$ 20,000.00
Mobilization and Demobilization for Work orders greater than \$250,000	EA	\$ 25,000.00	\$ 110,000.00	\$ 18,000.00
Maintenance of Traffic - Residential Area	Day/Crew	\$ 750.00	\$ 1,800.00	\$ 3,000.00
Maintenance of Traffic - City Arterial/County Road/ FDOT Road	Day/Crew	\$ 1,250.00	\$ 5,000.00	\$ 4,000.00
Hourly Rate - Regular - Provide all applicable positions				
Vac Truck Operator	Hr	\$ 225.00	\$ 85.00	\$ 220.00
Supervisor, Foreman or Superintendent	Hr	\$ 80.00	\$ 85.00	\$ 250.00
Laborer 1	Hr	\$ 60.00	\$ 85.00	\$ 100.00
Laborer 2	Hr	\$ 65.00	\$ 115.00	\$ 125.00
Laborer 3	Hr	\$ 70.00	\$ 115.00	\$ 150.00
Heavy Equipment Operator	Hr	\$ 90.00	\$ 115.00	\$ 175.00
Skilled Laborer 1	Hr	\$ 65.00	\$ 115.00	\$ 150.00
Skilled Laborer 2	Hr	\$ 70.00	\$ 115.00	\$ 175.00
Skilled Laborer 3	Hr	\$ 75.00	\$ 115.00	\$ 200.00
Inspector	Hr	\$ 125.00	\$ 115.00	\$ 250.00
Hourly Rate - Non-Regular - Provide all applicable positions				
Vac Truck Operator	Hr	\$ 250.00	\$ 115.00	\$ 286.00
Supervisor, Foreman or Superintendent	Hr	\$ 90.00	\$ 115.00	\$ 325.00
Foreman	Hr	\$ 90.00	\$ 85.00	\$ 260.00
Laborer 1	Hr	\$ 65.00	\$ 85.00	\$ 130.00
Laborer 2	Hr	\$ 70.00	\$ 85.00	\$ 162.50
Laborer 3	Hr	\$ 75.00	\$ 85.00	\$ 195.00
Heavy Equipment Operator	Hr	\$ 95.00	\$ 125.00	\$ 227.50
Skilled Laborer 1	Hr	\$ 70.00	\$ 115.00	\$ 195.00
Skilled Laborer 2	Hr	\$ 75.00	\$ 115.00	\$ 227.50
Skilled Laborer 3	Hr	\$ 80.00	\$ 115.00	\$ 260.00
Inspector	Hr	\$ 130.00	\$ 115.00	\$ 325.00
Administrative Mark up for Parts and Supplies		20%	15%	0%