

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/10/2019

Contract/Lease Control #: C19-2805-WS

Procurement#: ITB WS 20-19

Contract/Lease Type: CONTRACT

Award To/Lessee: GULF COAST UNDERGROUND, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/07/2019

Expiration Date: 05/06/2022 W/2 1 YR RENEWALS

Description of Contract/Lease: GRAVITY SEWER REHAB PROJECT

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**TASK ORDER APPROVAL FORM**

CONTRACT #: C19-2805-WS

TASK ORDER #: 2

TASK ORDER AMOUNT: \$925,000.00

CONTRACT#: C19-2805-WS

GULF COAST UNDERGROUND, LLC

GRAVITY SEWER REHAB PROJECT...

EXPIRES: 05/06/2022 W/2 1 YR RENEWAL

OFFERED BY CONTRACTOR:

Gulf Coast Underground, LLC

FIRM'S NAME

Spencer Tuell, P.E.

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

President

9/3/21

TITLE

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

Jeff Littrell

Digitally signed by Jeff Littrell  
DN: cn=Jeff Littrell, o=Okaloosa County  
Water & Sewer Systems, ou=Okaloosa County  
BCC, email=jlittrell@nyokaloosa.com, c=US  
Date: 2021.09.08 15:42:20 -0500

SIGNATURE

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde  
Date: 2021.09.09 09:00:54 -0500

PURCHASING MANAGER

WATER & SEWER DIRECTOR

TITLE

DATE

09/08/2021

DATE

Faye Douglas

Digitally signed by Faye Douglas  
Date: 2021.09.09 11:45:31  
-0500

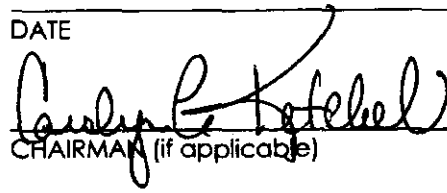
OMB Director/DATE

DATE

John Hofstad

Digitally signed by John Hofstad  
Date: 2021.09.09 14:10:25  
-0500

COUNTY ADMINISTRATOR (if applicable)



CHAIRMAN (if applicable)

SEP 21 2021

DATE

DATE

Revised January 21, 2020



## TASK ORDER #9

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order (#9) Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish additional services for the rehabilitation of gravity sewer infrastructure on East Racetrack Road and connecting streets, Green Acres, Ocean City, and Wright service areas to include CIPP lining, manhole lining, wet well lining, lateral lining, traffic control, bypass pumping, and any other related services covered in the referenced agreement.

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$925,000.00

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

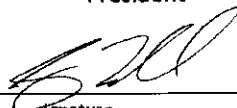
The schedule for the Project within this Task Order is as follows:

Authorization to Proceed  
Termination of Task Order

October 1, 2021  
September 30, 2022

**Article E. Authorized Representatives:**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONTRACTOR
<p><b>Name:</b> Jeff Littrell Director</p> <p><b>Jeff Littrell</b> <small>Digitally signed by Jeff Littrell; DN: cn=Jeff Littrell, o=Okaloosa County Water &amp; Sewer System, ou=Okaloosa County BCC, email=jlittre@okaloosa.com, c=US Date: 2021.08.08 15:41:50 -0500</small> <b>09/08/2021</b></p> <p>signature <span style="float: right;">date</span></p>	<p><b>Name:</b> Spencer Tuell, P.E. President</p> <p> <b>9/3/21</b></p> <p>signature <span style="float: right;">date</span></p>
<p><b>Address:</b> 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547</p>	<p><b>Address:</b> 5655 Middle Road Theodore, AL 36582</p>
<p><b>Telephone:</b> (850) 651-7172</p>	<p><b>Telephone:</b> (251) 725-0200</p>

\*\*\*\*\* End \*\*\*\*\*



## Planned Scope of Work

Below is a summary of the estimated quantities and costs for the proposed scope of work in Task Order #9 with Gulf Coast Underground. Please keep in mind that this is not a rigid scope of work. If we identify more immediate needs, we can use this task order to address them, this is just a guide for what we want to accomplish going in.

### FY 2022 GCUC Task Order #9 (\$925,000)

- East Racetrack and connecting streets – 6,300 LF of 8” vitrified clay pipe gravity sewer cleaned, CCTV inspected, and lined with cured in place piping. Also include necessary Maintenance of Traffic (MOT) and bypass pumping in FDOT rights of way. Estimate \$340,000
- Manhole rehabilitation – 82 manholes including East Racetrack and connecting streets above as well as other areas in which CIPP sewer lining only was completed during previous years of maintenance contracts. This targeted manhole rehab will complete infrastructure rehabilitation in the gravity sewer system in these areas, greatly improving resiliency from future infiltration. Estimate \$180,000
- Brown’s Place LS – completely rehabilitate the interior of the lift station’s wetwell after the interior piping, etc. is upgraded by OCWS staff. Estimate \$19,500
- Ocean City/Wright – 12,400 LF (2.35 miles) of 8” vitrified clay pipe gravity sewer cleaned, CCTV inspected, and lined with cured in place piping in one of OCWS’s oldest sewer service areas. Estimate \$385,500

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2805-WS

TASK ORDER #: 8

TASK ORDER AMOUNT: \$19,750.00

CONTRACT#: C19-2805-WS  
GULF COAST UNDERGROUND, LLC  
GRAVITY SEWER REHAB PROJECT  
EXPIRES: 05/06/2022 W/2 1 YR RENEWALS


OFFERED BY CONTRACTOR:

Gulf Coast Underground, LLC

FIRM'S NAME

Spencer Tuell, P.E.

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

President

8/25/21

TITLE

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

Jeff Littrell

Digitally signed by Jeff Littrell  
DN: cn=Jeff Littrell, ou=Okaloosa County Water &  
Sewer System, ou=Okaloosa County BCC,  
email=Littrell@myokaloosa.com, c=US  
Date: 2021.08.27 14:30:47 -0500

SIGNATURE

WATER & SEWER DIRECTOR

TITLE

08/27/20251

DATE

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde  
Date: 2021.09.02 07:36:03 -0500

PURCHASING MANAGER

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

## TASK ORDER #8

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order (#8) Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish additional services for the rehabilitation of the White Pt. lift station and any other related services covered in the referenced agreement.

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$19,750.00

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

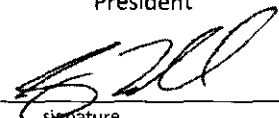
The schedule for the Project within this Task Order is as follows:

Authorization to Proceed  
Termination of Task Order

Upon execution of Task Order  
September 30, 2021

**Article E. Authorized Representatives:**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONTRACTOR
<p><b>Name:</b> Jeff Littrell Director</p> <p><b>Jeff Littrell</b></p> <p><small>Digitally signed by Jeff Littrell DN: cn=Jeff Littrell, o=Okaloosa County Water &amp; Sewer System, ou=Okaloosa County SCC, email=littre@myokaloosa.com, c=US Date: 2021.08.27 14:30:23 -0500</small></p> <p>signature <span style="float: right;">08/27/2021</span> date</p>	<p><b>Name:</b> Spencer Tuell, P.E. President</p> <p></p> <p>signature <span style="float: right;">8/25/21</span> date</p>
<p><b>Address:</b> 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547</p>	<p><b>Address:</b> 5655 Middle Road Theodore, AL 36582</p>
<p><b>Telephone:</b> (850) 651-7172</p>	<p><b>Telephone:</b> (251) 725-0200</p>

\*\*\*\*\* End \*\*\*\*\*

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2805-WS

TASK ORDER #: Z

TASK ORDER AMOUNT: \$99,000.00

CONTRACT#: C19-2805-WS  
GULF COAST UNDERGROUND, LLC  
GRAVITY SEWER REHAB PROJECT  
EXPIRES: 05/06/2022 W/2 1YR RENEWAL

OFFERED BY CONTRACTOR:

Gulf Coast Underground, LLC

FIRM'S NAME

Spencer Tuell, P.E.

REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

President

TITLE

07/06/2021

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

Jeff Littrell

Digitally signed by Jeff Littrell  
DN: cn=Jeff Littrell, o=Okaloosa County Water &  
Sewer System, ou=Okaloosa County BCC,  
email=littre@myokaloosa.com, c=US  
Date: 2021.07.07 17:22:07 -05'00'

SIGNATURE

WATER & SEWER DIRECTOR

TITLE

07/07/2021

DATE

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde  
Date: 2021.07.08 16:24:22 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye Douglas  
Date: 2021.07.08 18:12:32  
-05'00'

OMB Director/DATE

DATE

John Hofstad

Digitally signed by John Hofstad  
Date: 2021.07.13 12:58:49 -05'00'

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

Revised January 21, 2020

## TASK ORDER #7

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order (#7) Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish additional services for the rehabilitation of gravity sewer infrastructure on Racetrack Road and connecting streets, to include traffic control, bypass pumping, and any other related services covered in the referenced agreement.

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$99,000.00

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

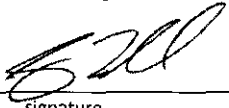
The schedule for the Project within this Task Order is as follows:

Authorization to Proceed  
Termination of Task Order

Upon execution of Task Order  
September 30, 2021

**Article E. Authorized Representatives:**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONTRACTOR
<p><b>Name:</b> Jeff Littrell Director</p> <p><b>Jeff Littrell</b> <small>Digitally signed by Jeff Littrell DN: cn=Jeff Littrell, o=Okaloosa County Water &amp; Sewer System, ou=Okaloosa County BCC, email=jlittre@myokaloosa.com, c=US Date: 2021.07.08 09:29:02 -0500</small></p> <p>signature <span style="float: right;">07/08/2021</span> date</p>	<p><b>Name:</b> Spencer Tuell, P.E. President</p> <p> <span style="float: right;">07/06/21</span> signature date</p>
<p><b>Address:</b> 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547</p>	<p><b>Address:</b> 5655 Middle Road Theodore, AL 36582</p>
<p><b>Telephone:</b> (850) 651-7172</p>	<p><b>Telephone:</b> (251) 725-0200</p>

\*\*\*\*\* End \*\*\*\*\*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2021

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

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

PRODUCER <b>Thames Batre' Insurance</b> PO Box 6989 Mobile, AL 36660	CONTACT NAME: <b>Lucy Kirby, AAI</b>
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: <b>lucy@thamesbatre.com</b>
INSURED  <b>Gulf Coast Underground, LLC</b> 5655 Middle Road Theodore, AL 36582	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : <b>National Union Fire Insurance Company of Pittsburgh,vPA</b> <b>19445</b>
	INSURER B : <b>Travelers Casualty Insurance Company of Americ</b> <b>19046</b>
	INSURER C : <b>Admiral Insurance Company</b> <b>24856</b>
	INSURER D :
	INSURER E :

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GL9894823	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		CA5717840	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP-0S158587-21-NF	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 15853397	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Pollution Liability			FEI-ECC-27560-01	6/1/2021	6/1/2022	Per Claim/Aggregate 2,000,000
C	<input checked="" type="checkbox"/> E&O Liability	X		FEI-ECC-27560-01	6/1/2021	6/1/2022	Per Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: contract # C19-2805-WS  
Additional Insured provision applies in favor of Okaloosa County BBC, with respect to General Liability, Pollution Liability and Automobile Liability, subject to attached forms CG2010 1219, CG2037 1219, and 87950 0947, if required by written contract.  
Excess Policy is Follow Form.

**CERTIFICATE HOLDER**  
  
Okaloosa County BCC  
5479A Old Bethel Road  
Crestview, FL 32536

CONTRACT#: C19-2805-WS  
GULF COAST UNDERGROUND, LLC  
GRAVITY SEWER REHAB PROJECT  
EXPIRES: 05/06/2022 W/2 1 YR RENEWALS

THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Janis E. Beville*



**TASK ORDER APPROVAL FORM**

CONTRACT #: C19-2805-WS

TASK ORDER #: 6

TASK ORDER AMOUNT: \$906,690.75

CONTRACT#: C19-2805-WS  
GULF COAST UNDERGROUND, LLC  
GRAVITY SEWER REHAB PROJECT  
EXPIRES: 05/06/2022 W/2 1 YR RENEWAL

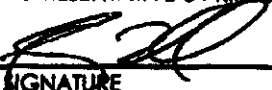
OFFERED BY CONTRACTOR:

Gulf Coast Underground, LLC

FIRM'S NAME

Spencer Tuell, P.E.

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

President

TITLE

10/20/2020  
DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

Jeff Littrell

Digitally signed by Jeff Littrell  
DN: cn=Jeff Littrell, o=Okaloosa County Water & Sewer  
System, ou=Okaloosa County ESC,  
email=jlittrell@okaloosacounty.com, c=US  
Date: 2020.10.22 15:27:28 -0500

SIGNATURE

WATER & SEWER DIRECTOR

TITLE

10/22/2020

DATE

Jeffrey A. Hyde

Digitally signed by Jeffrey A. Hyde  
Date: 2020.10.28 09:42:09 -0500

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye Douglas  
Date: 2020.10.28 15:28:54 -0500

OMB Director/DATE

DATE

John Hofstad

Digitally signed by John Hofstad  
Date: 2020.10.27 09:42:14  
-0500

COUNTY ADMINISTRATOR (if applicable)

DATE



CHAIRMAN (if applicable)

Robert A. "Trey" Goodwin III

NOV 03 2020

DATE



## TASK ORDER #6

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order (#6) Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish are described in the attachment to this Task Order, titled "Task Order No. 6 Quantities". Quantities include rehabilitation of gravity sewer under Racetrack road and surrounding areas.

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$906,690.75

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

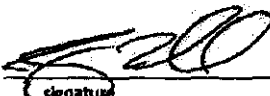
The schedule for the Project within this Task Order is as follows:

Authorization to Proceed  
Termination of Task Order

Upon execution of Task Order  
September 30, 2021

**Article E. Authorized Representatives:**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONTRACTOR
<p><b>Name:</b> Jeff Littrell Director</p> <p><b>Jeff Littrell</b> <small>Digitally signed by Jeff Littrell DN: cn=Jeff Littrell, o=Okaloosa County Water &amp; Sewer System, ou=Okaloosa County SCS, email=jlittrell@wscs.com, c=US Date: 2020.10.22 16:37:00 -0600</small> <b>10/22/2020</b></p> <p>signature <span style="float: right;">date</span></p>	<p><b>Name:</b> Spencer Tuell, P.E. President</p> <p> <b>10/26/2020</b></p> <p>signature <span style="float: right;">date</span></p>
<p><b>Address:</b> 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547</p>	<p><b>Address:</b> 5655 Middle Road Theodore, AL 36582</p>
<p><b>Telephone:</b> (850) 651-7172</p>	<p><b>Telephone:</b> (251) 725-0200</p>

\*\*\*\*\* End \*\*\*\*\*

# Task Order No.6

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	Racetrack Rd, etc.
<b>MOBILIZATION SERVICES - PIPE LINING/GROUTING</b>					
1	Up to \$30,000 per Work Order	0	EA	\$ 1,000.00	\$ -
2	\$30,001 to \$60,000 per Work Order	0	EA	\$ 500.00	\$ -
3	\$60,001 and Up per Work Order	1	EA	\$ 250.00	\$ 250.00
<b>Mobilization Services - WW or SW Structure Lining/CCTV/Cleaning/Root Removal</b>					
4	Up to \$30,000 per Work Order	0	EA	\$ 1,000.00	\$ -
5	\$30,001 to \$60,000 per Work Order	0	EA	\$ 500.00	\$ -
6	\$60,001 and Up per Work Order	1	EA	\$ 250.00	\$ 250.00
7	Flagmen	50	Per Hour	\$ 75.00	\$ 3,750.00
<b>Cured in Place Pipe (Wastewater Piping) All thicknesses are final</b>					
8	8" x 6mm	8208	LF	\$ 27.00	\$ 221,616.00
9	10" x 6mm	0	LF	\$ 29.00	\$ -
10	12" x 6 mm	0	LF	\$ 32.00	\$ -
11	12" x 7.5mm	2754	LF	\$ 38.00	\$ 104,652.00
12	15" x 6mm	0	LF	\$ 45.00	\$ -
13	15" x 7.5mm	0	LF	\$ 55.00	\$ -
14	15" x 9mm	400	LF	\$ 65.00	\$ 26,000.00
15	18" x 7.5mm	0	LF	\$ 65.00	\$ -
16	18" x 9mm	5697	LF	\$ 67.00	\$ 381,699.00
17	18" x 10.5mm	0	LF	\$ 70.00	\$ -
18	21" x 9mm	0	LF	\$ 70.00	\$ -
19	21" x 10.5mm	0	LF	\$ 85.00	\$ -
20	21" x 12mm	0	LF	\$ 90.00	\$ -
21	24" x 9mm	0	LF	\$ 85.00	\$ -
22	24" x 12mm	0	LF	\$ 110.00	\$ -
23	24" x 13.5mm	0	LF	\$ 120.00	\$ -
24	27" x 10.5mm	0	LF	\$ 130.00	\$ -
25	27" x 13.5mm	0	LF	\$ 140.00	\$ -
26	27" x 15mm	0	LF	\$ 150.00	\$ -
27	30" x 12mm	0	LF	\$ 180.00	\$ -
28	30" x 15mm	0	LF	\$ 190.00	\$ -
29	30" x 16.5mm	0	LF	\$ 200.00	\$ -
30	Remote Cutting of Branch Sewer Service Connection	70	LF	\$ 100.00	\$ 7,000.00
31	Remote Removal of Protruding Service Lateral	0	LF	\$ 10.00	\$ -
<b>CCTV and Cleaning</b>					
56	Root Removal in 8" and 10" WW Piping	0	LF	\$0.50	\$ -
57	Root Removal in 12" and 15" WW Piping	0	LF	\$1.00	\$ -
58	Root Removal in 12" and 15" SW Piping	0	LF	\$5.00	\$ -
59	Root Removal in 18" and 21" WW Piping	0	LF	\$5.00	\$ -
60	Root Removal in 18" and 21" SW Piping	0	LF	\$10.00	\$ -
61	Root Removal in 24" WW Piping	0	LF	\$10.00	\$ -
62	Root Removal in 24" SW Piping	0	LF	\$15.00	\$ -
63	Root Removal in 27" WW Piping	0	LF	\$10.00	\$ -
64	Root Removal in 27" SW Piping	0	LF	\$20.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	Racetrack Rd, etc.
65	Root Removal in 30" WW Piping	0	LF	\$15.00	\$ -
66	Root Removal in 30" SW Piping	0	LF	\$20.00	\$ -
67	Root Removal in 36" WW Piping	0	LF	\$20.00	\$ -
68	Root Removal in 36" SW Piping	0	LF	\$25.00	\$ -
69	TV Inspection of 6"-12" WW Piping	10962	LF	\$1.25	\$ 13,702.50
70	TV Inspection of 6"-12" SW Piping	0	LF	\$10.00	\$ -
71	TV Inspection of 15"-21" WW Piping	6097	LF	\$1.75	\$ 10,669.75
72	TV Inspection of 15"-21" SW Piping	0	LF	\$10.00	\$ -
73	TV Inspection of 24"-36" WW Piping	0	LF	\$3.00	\$ -
74	TV Inspection of 24"-36" SW Piping	0	LF	\$10.00	\$ -
75	Additional Setup for TV Inspection	0	EA	\$350.00	\$ -
76	Normal Cleaning, 8" and 10" WW Piping	8208	LF	\$1.00	\$ 8,208.00
77	Heavy Cleaning, 8" and 10" WW Piping	0	LF	\$0.50	\$ -
78	Normal Cleaning, 8" and 10" SW Piping	0	LF	\$5.00	\$ -
79	Heavy Cleaning, 8" and 10" SW Piping	0	LF	\$10.00	\$ -
80	Normal Cleaning, 12" and 15" WW Piping	3154	LF	\$5.00	\$ 15,770.00
81	Heavy Cleaning, 12" and 15" WW Piping	0	LF	\$5.00	\$ -
82	Normal Cleaning, 12" and 15" SW Piping	0	LF	\$10.00	\$ -
83	Heavy Cleaning, 12" and 15" SW Piping	0	LF	\$15.00	\$ -
84	Normal Cleaning, 18" and 21" WW Piping	5697	LF	\$8.00	\$ 45,576.00
85	Heavy Cleaning, 18" and 21" WW Piping	0	LF	\$12.00	\$ -
86	Normal Cleaning, 18" and 21" SW Piping	0	LF	\$20.00	\$ -
87	Heavy Cleaning, 18" and 21" SW Piping	0	LF	\$25.00	\$ -
88	Normal Cleaning, 24" WW Piping	0	LF	\$12.00	\$ -
89	Heavy Cleaning, 24" WW Piping	0	LF	\$15.00	\$ -
90	Normal Cleaning, 24" SW Piping	0	LF	\$20.00	\$ -
91	Heavy Cleaning, 24" SW Piping	0	LF	\$25.00	\$ -
92	Normal Cleaning, 27" WW Piping	0	LF	\$15.00	\$ -
93	Heavy Cleaning, 27" WW Piping	0	LF	\$20.00	\$ -
94	Normal Cleaning, 27" SW Piping	0	LF	\$30.00	\$ -
95	Heavy Cleaning, 27" SW Piping	0	LF	\$35.00	\$ -
96	Normal Cleaning, 30" WW Piping	0	LF	\$30.00	\$ -
97	Heavy Cleaning, 30" WW Piping	0	LF	\$35.00	\$ -
98	Normal Cleaning, 30" SW Piping	0	LF	\$35.00	\$ -
99	Heavy Cleaning, 30" SW Piping	0	LF	\$40.00	\$ -
100	Normal Cleaning, 36" WW Piping	0	LF	\$40.00	\$ -
101	Heavy Cleaning, 36" WW Piping	0	LF	\$45.00	\$ -
102	Normal Cleaning, 36" SW Piping	0	LF	\$50.00	\$ -
103	Heavy Cleaning, 36" SW Piping	0	LF	\$55.00	\$ -
<b>Bypass Pumping</b>					
104	Bypassing Setup for Each 3" Pump	0	EA	\$ 700.00	\$ -
105	Bypassing Setup for Each 4" Pump	0	EA	\$ 700.00	\$ -
106	Bypassing Setup for Each 6" Pump	20	EA	\$ 700.00	\$ 14,000.00
107	Bypassing Setup for Each 8" Pump	0	EA	\$ 700.00	\$ -
108	Bypassing Setup for Each 3" Pump	0	Per Hour	\$ 50.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

**Gulf Coast Underground, LLC**  
**5655 Middle Rd.**  
**Theodore, AL 36582**

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	Racetrack Rd, etc.
109	Bypassing Setup for Each 4" Pump	0	Per Hour	\$ 50.00	\$ -
110	Bypassing Setup for Each 6" Pump	120	Per Hour	\$ 300.00	\$ 36,000.00
111	Bypassing Setup for Each 8" Pump	0	Per Hour	\$ 400.00	\$ -
<b>Manhole/Wet Well Rehabilitation</b>					
112	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs 6' or less deep	0	VF	\$ 100.00	\$ -
113	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 6' up to 8' deep or less	0	VF	\$ 100.00	\$ -
114	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 8' up to 10' deep or less	0	VF	\$ 100.00	\$ -
115	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 10' up to 12' deep or less	0	VF	\$ 100.00	\$ -
116	Cementitious Underlayment (1/2" increments) for Structural Rehab of greater than 4' Diameter MHs and WWs	0	SF	\$ 10.00	\$ -
117	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) 6' deep or less	12	VF	\$ 225.00	\$ 2,700.00
118	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 6' up to 8' deep or less	38.5	VF	\$ 235.00	\$ 9,047.50
119	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 8' up to 10' deep or less	0	VF	\$ 250.00	\$ -
120	Polymer/Epoxy System Lining of 4' Diameter MHs (200 mil minimum) greater than 10' up to 12' deep or less	0	VF	\$ 250.00	\$ -
121	Polymer/Epoxy System Lining of greater than 4' Diameter (200 mil minimum) MHs and WWs	0	SF	\$ 35.00	\$ -
122	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) 6' deep or less	0	VF	\$ 10.00	\$ -
123	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 6' up to 8' deep or less	0	VF	\$ 10.00	\$ -
124	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 8' up to 10' deep or less	0	VF	\$ 10.00	\$ -
125	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 10' up to 12' deep or less	0	VF	\$ 10.00	\$ -
126	Additional Cost for Polymer/Epoxy System Lining of greater than 4' diameter (Additional 100 mils) MHs and WWs	0	SF	\$ 5.00	\$ -
127	Concrete for rebuilding of Existing bench and invert of MHs	0	CY	\$ 300.00	\$ -
128	Removal of Existing HDPE Lining of MHs or WWs	0	SF	\$ 10.00	\$ -
129	Removal of Existing Polymer/Epoxy Lining of MHs or WWs	0	SF	\$ 5.00	\$ -
130	Bench and Invert Repair 48" MH	0	EA	\$ 250.00	\$ -
131	Bench and Invert Repair 60" MH	0	EA	\$ 350.00	\$ -
132	Bench and Invert Repair 72" MH	0	EA	\$ 500.00	\$ -
133	Soil Stabilization of Manhole Exterior -- per gallon of Grout (prior to dilution)	0	GAL	\$ 100.00	\$ -
<b>Grouting</b>					
134	8" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
135	10" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	Racetrack Rd, etc.
136	12" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
137	15" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
138	18" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
139	Lateral Connection Grout on 8" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
140	Lateral Connection Grout on 10" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
141	Lateral Connection Grout on 12" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
142	Lateral Connection Grout on 15" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
143	Lateral Connection Grout on 18" main (up to 5 gal)	0	EA	\$ 650.00	\$ -
144	Cost/Gallon of grout in excess of 5 gal	0	GAL	\$ 100.00	\$ -
<b>Lateral Lining</b>					
145	4" Lateral Liner up to 3' long in 8" main	0	EA	\$ 1,500.00	\$ -
146	4" Lateral Liner up to 3' long in 10" main	0	EA	\$ 1,650.00	\$ -
147	4" Lateral Liner up to 3' long in 12" main	0	EA	\$ 2,200.00	\$ -
148	6" Lateral Liner up to 3' long in 10" main	0	EA	\$ 2,200.00	\$ -
149	6" Lateral Liner up to 3' long in 12" main	0	EA	\$ 2,500.00	\$ -
150	Cost/Additional Length of lateral liner (4 or 6" service)	0	LF	\$ 200.00	\$ -
<b>Maintenance of Traffic on Multi-Laned Roads</b>					
151	Traffic control for three-lane roadway, if required	0	Per Day	\$ 750.00	\$ -
152	Traffic control for four-lane roadway, if required	0	Per Day	\$ 1,000.00	\$ -
153	Traffic control for five-lane roadway, if required	5	Per Day	\$ 1,100.00	\$ 5,500.00
154	Traffic control for six-lane or greater roadway, if required	0	Per Day	\$ 1,200.00	\$ -
155	Traffic ramps for bypass pumping piping, if required	2	Per Day	\$ 150.00	\$ 300.00
<b>TOTAL</b>					<b>\$ 906,690.75</b>

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2805-WS

TASK ORDER #: 5

TASK ORDER AMOUNT: **\$18,000**

CONTRACT#: C19-280-WS  
GULF COAST UNDERGROUND, LLC  
GRAVITY SEWER REHAB PROJECT  
EXPIRES: 05/06/2022 W/2 1 YR RENEWALS

OFFERED BY CONTRACTOR:

Gulf Coast Underground, LLC

FIRM'S NAME

Spencer Tuell, P.E.

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

President

TITLE

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeff Littrell

Digitally signed by Jeff Littrell  
DN: cn=Jeff Littrell, o=Okaloosa County Water &  
Sewer System, ou=Okaloosa County BCC,  
email=jlittrell@myokaloosa.com, c=US  
Date: 2020.08.04 15:04:07 -0500

Jeff Littrell

WATER & SEWER DIRECTOR

TITLE

08/04/2020

DATE

Jeff Hyde, PURCHASING MANAGER

DATE

Faye Douglas  
OMB DIRECTOR (if applicable)

DATE

John Hofstad  
COUNTY ADMINISTRATOR (if applicable)

Robert A. "Trey" Goodwin III  
CHAIRMAN (if applicable)

DATE

DATE



## TASK ORDER #5

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order (#5) Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish are described in the attachment to this Task Order, titled "Task Order No. 5 Quantities".

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$18,000

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

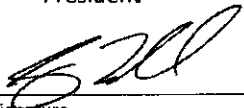
The schedule for the Project within this Task Order is as follows:

Authorization to Proceed  
Termination of Task Order

Upon execution of Task Order  
September 30, 2020

**Article E. Authorized Representatives:**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONTRACTOR
<p><b>Name:</b> Jeff Littrell Director</p> <p><b>Jeff Littrell</b></p> <p><small>Digitally signed by Jeff Littrell DN: cn=Jeff Littrell, o=Okaloosa County Water &amp; Sewer System, ou=Okaloosa County BCC, email=jlittrell@myokaloosa.com, c=US Date: 2020.08.04 16:04:52 -05'00'</small></p> <hr/> <p>signature <span style="float: right;">date</span></p>	<p><b>Name:</b> Spencer Tuell, P.E. President</p> <p></p> <p style="text-align: right;">8/3/2020</p> <hr/> <p>signature <span style="float: right;">date</span></p>
<p><b>Address:</b> 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547</p>	<p><b>Address:</b> 5655 Middle Road Theodore, AL 36582</p>
<p><b>Telephone:</b> (850) 651-7172</p>	<p><b>Telephone:</b> (251) 725-0200</p>

\*\*\*\*\* End \*\*\*\*\*

# Task Order No. 5

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
<b>MOBILIZATION SERVICES - PIPE Lining/Grouting</b>					
1	Up to \$30,000 per Work Order	1	EA	\$ 1,000.00	\$ 1,000.00
2	\$30,001 to \$60,000 per Work Order	0	EA	\$ 500.00	\$ -
3	\$60,001 and Up per Work Order	0	EA	\$ 250.00	\$ -
<b>Mobilization Services - MW or SW structure Lining/CCTV/Cleaning/Root Removal</b>					
4	Up to \$30,000 per Work Order	1	EA	\$ 1,000.00	\$ 1,000.00
5	\$30,001 to \$60,000 per Work Order	0	EA	\$ 500.00	\$ -
6	\$60,001 and Up per Work Order	0	EA	\$ 250.00	\$ -
7	Flagmen	8	Per Hour	\$ 75.00	\$ 600.00
<b>Class B Pipe - (All diameters listed All thicknesses are fine)</b>					
8	8" x 6mm	0	LF	\$ 27.00	\$ -
9	10" x 6mm	375	LF	\$ 29.00	\$ 10,875.00
10	12" x 6 mm	0	LF	\$ 32.00	\$ -
11	12" x 7.5mm	0	LF	\$ 38.00	\$ -
12	15" x 6mm	0	LF	\$ 45.00	\$ -
13	15" x 7.5mm	0	LF	\$ 55.00	\$ -
14	15" x 9mm	0	LF	\$ 65.00	\$ -
15	18" x 7.5mm	0	LF	\$ 65.00	\$ -
16	18" x 9mm	0	LF	\$ 67.00	\$ -
17	18" x 10.5mm	0	LF	\$ 70.00	\$ -
18	21" x 9mm	0	LF	\$ 70.00	\$ -
19	21" x 10.5mm	0	LF	\$ 85.00	\$ -
20	21" x 12mm	0	LF	\$ 90.00	\$ -
21	24" x 9mm	0	LF	\$ 85.00	\$ -
22	24" x 12mm	0	LF	\$ 110.00	\$ -
23	24" x 13.5mm	0	LF	\$ 120.00	\$ -
24	27" x 10.5mm	0	LF	\$ 130.00	\$ -
25	27" x 13.5mm	0	LF	\$ 140.00	\$ -
26	27" x 15mm	0	LF	\$ 150.00	\$ -
27	30" x 12mm	0	LF	\$ 180.00	\$ -
28	30" x 15mm	0	LF	\$ 190.00	\$ -
29	30" x 16.5mm	0	LF	\$ 200.00	\$ -
30	Remote Cutting of Branch Sewer Service Connection	3	LF	\$ 100.00	\$ 300.00
31	Remote Removal of Protruding Service Lateral	0	LF	\$ 10.00	\$ -
<b>Class B Pipe - (All diameters listed All thicknesses are fine)</b>					
32	10" x 6mm	0	LF	\$ 50.00	\$ -
33	12" x 6mm	0	LF	\$ 60.00	\$ -
34	12" x 7.5mm	0	LF	\$ 65.00	\$ -
35	15" x 6mm	0	LF	\$ 85.00	\$ -
36	15" x 7.5mm	0	LF	\$ 95.00	\$ -
37	15" x 9mm	0	LF	\$ 100.00	\$ -
38	18" x 7.5mm	0	LF	\$ 120.00	\$ -
39	18" x 9mm	0	LF	\$ 125.00	\$ -
40	18" x 10.5mm	0	LF	\$ 130.00	\$ -
41	21" x 9mm	0	LF	\$ 150.00	\$ -
42	21" x 10.5mm	0	LF	\$ 155.00	\$ -
43	21" x 12mm	0	LF	\$ 160.00	\$ -
44	24" x 9mm	0	LF	\$ 190.00	\$ -
45	24" x 12mm	0	LF	\$ 195.00	\$ -
46	24" x 13.5mm	0	LF	\$ 200.00	\$ -
47	27" x 10.5mm	0	LF	\$ 225.00	\$ -
48	27" x 13.5mm	0	LF	\$ 230.00	\$ -
49	27" x 15mm	0	LF	\$ 240.00	\$ -
50	30" x 12mm	0	LF	\$ 275.00	\$ -
51	30" x 15mm	0	LF	\$ 280.00	\$ -

# Task Order No. 5

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
52	30" x 16.5mm	0	LF	\$ 285.00	\$ -
53	36" x 12mm	0	LF	\$ 300.00	\$ -
54	36" x 13.5mm	0	LF	\$ 305.00	\$ -
55	36" x 15mm	0	LF	\$ 310.00	\$ -
<b>CCTV and Cleaning</b>					
56	Root Removal in 8" and 10" WW Piping	0	LF	\$0.50	\$ -
57	Root Removal in 12" and 15" WW Piping	0	LF	\$1.00	\$ -
58	Root Removal in 12" and 15" SW Piping	0	LF	\$5.00	\$ -
59	Root Removal in 18" and 21" WW Piping	0	LF	\$5.00	\$ -
60	Root Removal in 18" and 21" SW Piping	0	LF	\$10.00	\$ -
61	Root Removal in 24" WW Piping	0	LF	\$10.00	\$ -
62	Root Removal in 24" SW Piping	0	LF	\$15.00	\$ -
63	Root Removal in 27" WW Piping	0	LF	\$10.00	\$ -
64	Root Removal in 27" SW Piping	0	LF	\$20.00	\$ -
65	Root Removal in 30" WW Piping	0	LF	\$15.00	\$ -
66	Root Removal in 30" SW Piping	0	LF	\$20.00	\$ -
67	Root Removal in 36" WW Piping	0	LF	\$20.00	\$ -
68	Root Removal in 36" SW Piping	0	LF	\$25.00	\$ -
69	TV Inspection of 6"-12" WW Piping	375	LF	\$1.25	\$ 468.75
70	TV Inspection of 6"-12" SW Piping	0	LF	\$10.00	\$ -
71	TV Inspection of 15"-21" WW Piping	0	LF	\$1.75	\$ -
72	TV Inspection of 15"-21" SW Piping	0	LF	\$10.00	\$ -
73	TV Inspection of 24"-36" WW Piping	0	LF	\$3.00	\$ -
74	TV Inspection of 24"-36" SW Piping	0	LF	\$10.00	\$ -
75	Additional Setup for TV Inspection	0	EA	\$350.00	\$ -
76	Normal Cleaning, 8" and 10" WW Piping	375	LF	\$1.00	\$ 375.00
77	Heavy Cleaning, 8" and 10" WW Piping	0	LF	\$0.50	\$ -
78	Normal Cleaning, 8" and 10" SW Piping	0	LF	\$5.00	\$ -
79	Heavy Cleaning, 8" and 10" SW Piping	0	LF	\$10.00	\$ -
80	Normal Cleaning, 12" and 15" WW Piping	0	LF	\$5.00	\$ -
81	Heavy Cleaning, 12" and 15" WW Piping	0	LF	\$5.00	\$ -
82	Normal Cleaning, 12" and 15" SW Piping	0	LF	\$10.00	\$ -
83	Heavy Cleaning, 12" and 15" SW Piping	0	LF	\$15.00	\$ -
84	Normal Cleaning, 18" and 21" WW Piping	0	LF	\$8.00	\$ -
85	Heavy Cleaning, 18" and 21" WW Piping	0	LF	\$12.00	\$ -
86	Normal Cleaning, 18" and 21" SW Piping	0	LF	\$20.00	\$ -
87	Heavy Cleaning, 18" and 21" SW Piping	0	LF	\$25.00	\$ -
88	Normal Cleaning, 24" WW Piping	0	LF	\$12.00	\$ -
89	Heavy Cleaning, 24" WW Piping	0	LF	\$15.00	\$ -
90	Normal Cleaning, 24" SW Piping	0	LF	\$20.00	\$ -
91	Heavy Cleaning, 24" SW Piping	0	LF	\$25.00	\$ -
92	Normal Cleaning, 27" WW Piping	0	LF	\$15.00	\$ -
93	Heavy Cleaning, 27" WW Piping	0	LF	\$20.00	\$ -
94	Normal Cleaning, 27" SW Piping	0	LF	\$30.00	\$ -
95	Heavy Cleaning, 27" SW Piping	0	LF	\$35.00	\$ -
96	Normal Cleaning, 30" WW Piping	0	LF	\$30.00	\$ -
97	Heavy Cleaning, 30" WW Piping	0	LF	\$35.00	\$ -
98	Normal Cleaning, 30" SW Piping	0	LF	\$35.00	\$ -
99	Heavy Cleaning, 30" SW Piping	0	LF	\$40.00	\$ -
100	Normal Cleaning, 36" WW Piping	0	LF	\$40.00	\$ -
101	Heavy Cleaning, 36" WW Piping	0	LF	\$45.00	\$ -
102	Normal Cleaning, 36" SW Piping	0	LF	\$50.00	\$ -
103	Heavy Cleaning, 36" SW Piping	0	LF	\$55.00	\$ -
<b>Bypassing Setup</b>					
104	Bypassing Setup for Each 3" Pump	1	EA	\$ 700.00	\$ 700.00

# Task Order No. 5

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
105	Bypassing Setup for Each 4" Pump	0	EA	\$ 700.00	\$ -
106	Bypassing Setup for Each 6" Pump	0	EA	\$ 700.00	\$ -
107	Bypassing Setup for Each 8" Pump	0	EA	\$ 700.00	\$ -
108	Bypassing Setup for Each 3" Pump	10	Per Hour	\$ 50.00	\$ 500.00
109	Bypassing Setup for Each 4" Pump	0	Per Hour	\$ 50.00	\$ -
110	Bypassing Setup for Each 6" Pump	0	Per Hour	\$ 300.00	\$ -
111	Bypassing Setup for Each 8" Pump	0	Per Hour	\$ 400.00	\$ -
112	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs 6' or less deep	0	VF	\$ 100.00	\$ -
113	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 6' up to 8' deep or less	0	VF	\$ 100.00	\$ -
114	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 8' up to 10' deep or less	0	VF	\$ 100.00	\$ -
115	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 10' up to 12' deep or less	0	VF	\$ 100.00	\$ -
116	Cementitious Underlayment (1/2" increments) for Structural Rehab of greater than 4' Diameter MHs and WWs	0	SF	\$ 10.00	\$ -
117	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) 6' deep or less	0	VF	\$ 225.00	\$ -
118	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 6' up to 8' deep or less	0	VF	\$ 235.00	\$ -
119	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 8' up to 10' deep or less	0	VF	\$ 250.00	\$ -
120	Polymer/Epoxy System Lining of 4' Diameter MHs (200 mil minimum) greater than 10' up to 12' deep or less	0	VF	\$ 250.00	\$ -
121	Polymer/Epoxy System Lining of greater than 4' Diameter (200 mil minimum) MHs and WWs	0	SF	\$ 35.00	\$ -
122	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) 6' deep or less	0	VF	\$ 10.00	\$ -
123	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 6' up to 8' deep or less	0	VF	\$ 10.00	\$ -
124	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 8' up to 10' deep or less	0	VF	\$ 10.00	\$ -
125	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 10' up to 12' deep or less	0	VF	\$ 10.00	\$ -
126	Additional Cost for Polymer/Epoxy System Lining of greater than 4' diameter (Additional 100 mils) MHs and WWs	0	SF	\$ 5.00	\$ -
127	Concrete for rebuilding of Existing bench and invert of MHs	0	CY	\$ 300.00	\$ -
128	Removal of Existing HDPE Lining of MHs or WWs	0	SF	\$ 10.00	\$ -
129	Removal of Existing Polymer/Epoxy Lining of MHs or WWs	0	SF	\$ 5.00	\$ -
130	Bench and Invert Repair 48" MH	0	EA	\$ 250.00	\$ -
131	Bench and Invert Repair 60" MH	0	EA	\$ 350.00	\$ -
132	Bench and Invert Repair 72" MH	0	EA	\$ 500.00	\$ -
133	Soil Stabilization of Manhole Exterior – per gallon of Grout (prior to dilution)	0	GAL	\$ 100.00	\$ -
134	8" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
135	10" Mainline Grout (up to 5 gal)	2	EA	\$ 750.00	\$ 1,500.00
136	12" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
137	15" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
138	18" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
139	Lateral Connection Grout on 8" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
140	Lateral Connection Grout on 10" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
141	Lateral Connection Grout on 12" main (up to 5 gal)	0	EA	\$ 500.00	\$ -

## Task Order No. 5

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC  
5655 Middle Rd.  
Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
142	Lateral Connection Grout on 15" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
143	Lateral Connection Grout on 18" main (up to 5 gal)	0	EA	\$ 650.00	\$ -
144	Cost/Gallon of grout in excess of 5 gal	0	GAL	\$ 100.00	\$ -
<b>Lateral Liner</b>					
145	4" Lateral Liner up to 3' long in 8" main	0	EA	\$ 1,500.00	\$ -
146	4" Lateral Liner up to 3' long in 10" main	0	EA	\$ 1,650.00	\$ -
147	4" Lateral Liner up to 3' long in 12" main	0	EA	\$ 2,200.00	\$ -
148	6" Lateral Liner up to 3' long in 10" main	0	EA	\$ 2,200.00	\$ -
149	6" Lateral Liner up to 3' long in 12" main	0	EA	\$ 2,500.00	\$ -
150	Cost/Additional Length of lateral liner (4 or 6" service)	0	LF	\$ 200.00	\$ -
<b>Maintenance of Traffic on Main Line Road</b>					
151	Traffic control for three-lane roadway, if required	0	Per Day	\$ 750.00	\$ -
152	Traffic control for four-lane roadway, if required	0	Per Day	\$ 1,000.00	\$ -
153	Traffic control for five-lane roadway, if required	0	Per Day	\$ 1,100.00	\$ -
154	Traffic control for six-lane or greater roadway, if required	0	Per Day	\$ 1,200.00	\$ -
155	Traffic ramps for bypass pumping piping, if required	0	Per Day	\$ 150.00	\$ -
<b>TOTAL</b>					<b>\$ 17,125.00</b>





### Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
    - in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 

This insurance does not apply to "bodily injury" or "property damage" occurring after:

  - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.





## Additional Insured – Owners, Lessees or Contractors – Completed Operations

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



## Automatic Waiver of Subrogation Endorsement

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This endorsement, effective 10/11/2019 attaches to and forms a part of Policy Number FEI-ECC-10567-07. This endorsement changes the Policy. Please read it carefully.

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> Gulf Coast Underground LLC</p> <p><b>Endorsement Effective Date:</b> 10/11/2019</p>
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### SCHEDULE

<p><b>Name of Person(s) or Organization(s):</b> Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Gulf Coast Underground LLC

**Endorsement Effective Date:** 10/11/2019

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 10/11/2019 forms a part of Policy No. WC 013-59-4993

Issued to GULF COAST UNDERGROUND, LLC

By GRANITE STATE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative





## Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



## Additional Insured – Owners, Lessees or Contractors – Completed Operations

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> Gulf Coast Underground LLC</p> <p><b>Endorsement Effective Date:</b> 10/11/2019</p>
--

### **SCHEDULE**

<p><b>Name of Person(s) or Organization(s):</b> Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2805-WS

TASK ORDER #: 84 NJW

TASK ORDER AMOUNT: **\$154,000.00**

CONTRACT#: C19-2805-WS

GULF COAST UNDERGROUND, LLC

GRAVITY SEWER REHAB PROJECT

EXPIRES: 05/06/2022 W/2 1 YR RENEWALS

OFFERED BY CONTRACTOR:

Gulf Coast Underground, LLC

FIRM'S NAME

Spencer Tuell, P.E.

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

President

TITLE

2/24/2020

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

Jeff Littrell  
Jeff Littrell

WATER & SEWER DIRECTOR

TITLE

3/2/20  
DATE

John Hofstad  
COUNTY ADMINISTRATOR (if applicable)

DATE

3/5/20

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A. Hyde  
Jeff Hyde, PURCHASING MANAGER

DATE

Faye Douglas  
OMB DIRECTOR (if applicable)

DATE

3.3.2020  
DATE

Robert A. "Trey" Goodwin III  
CHAIRMAN (if applicable)

DATE

**MAR 17 2020**



## TASK ORDER #~~3~~<sup>4</sup>

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order (~~3~~<sup>4</sup>) Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish are described in the attachment to this Task Order, titled "Task Order No. ~~3~~<sup>4</sup> Quantities".

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$154,000.

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed  
Termination of Task Order

Upon execution of Task Order  
September 30, 2020





# Task Order No. <sup>4</sup>3 Quantities

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
<b>MOBILIZATION SERVICES - PIPE LINING/GROUTING</b>					
1	Up to \$30,000 per Work Order	0	EA	\$ 1,000.00	\$ -
2	\$30,001 to \$60,000 per Work Order	0	EA	\$ 500.00	\$ -
3	\$60,001 and Up per Work Order	2	EA	\$ 250.00	\$ 500.00
<b>Mobilization Services – WW or SW Structure Lining/CCTV/Cleaning/Root Removal</b>					
4	Up to \$30,000 per Work Order	0	EA	\$ 1,000.00	\$ -
5	\$30,001 to \$60,000 per Work Order	0	EA	\$ 500.00	\$ -
6	\$60,001 and Up per Work Order	1	EA	\$ 250.00	\$ 250.00
7	Flagmen	0	Per Hour	\$ 75.00	\$ -
<b>Cured in Place Pipe (Wastewater Piping) All thicknesses are final</b>					
8	8" x 6mm	0	LF	\$ 27.00	\$ -
9	10" x 6mm	0	LF	\$ 29.00	\$ -
10	12" x 6 mm	0	LF	\$ 32.00	\$ -
11	12" x 7.5mm	0	LF	\$ 38.00	\$ -
12	15" x 6mm	0	LF	\$ 45.00	\$ -
13	15" x 7.5mm	0	LF	\$ 55.00	\$ -
14	15" x 9mm	0	LF	\$ 65.00	\$ -
15	18" x 7.5mm	0	LF	\$ 65.00	\$ -
16	18" x 9mm	0	LF	\$ 67.00	\$ -
17	18" x 10.5mm	0	LF	\$ 70.00	\$ -
18	21" x 9mm	0	LF	\$ 70.00	\$ -
19	21" x 10.5mm	0	LF	\$ 85.00	\$ -
20	21" x 12mm	0	LF	\$ 90.00	\$ -
21	24" x 9mm	0	LF	\$ 85.00	\$ -
22	24" x 12mm	0	LF	\$ 110.00	\$ -
23	24" x 13.5mm	0	LF	\$ 120.00	\$ -
24	27" x 10.5mm	0	LF	\$ 130.00	\$ -
25	27" x 13.5mm	0	LF	\$ 140.00	\$ -
26	27" x 15mm	0	LF	\$ 150.00	\$ -
27	30" x 12mm	0	LF	\$ 180.00	\$ -
28	30" x 15mm	0	LF	\$ 190.00	\$ -
29	30" x 16.5mm	0	LF	\$ 200.00	\$ -
30	Remote Cutting of Branch Sewer Service Connection	0	LF	\$ 100.00	\$ -
31	Remote Removal of Protruding Service Lateral	0	LF	\$ 10.00	\$ -
<b>Cured in Place Pipe (Stormwater Piping) All Thicknesses are final</b>					
32	10" x 6mm	0	LF	\$ 50.00	\$ -
33	12" x 6mm	0	LF	\$ 60.00	\$ -
34	12" x 7.5mm	0	LF	\$ 65.00	\$ -
35	15" x 6mm	0	LF	\$ 85.00	\$ -
36	15" x 7.5mm	0	LF	\$ 95.00	\$ -
37	15" x 9mm	0	LF	\$ 100.00	\$ -
38	18" x 7.5mm	0	LF	\$ 120.00	\$ -
39	18" x 9mm	0	LF	\$ 125.00	\$ -
40	18" x 10.5mm	0	LF	\$ 130.00	\$ -
41	21" x 9mm	0	LF	\$ 150.00	\$ -
42	21" x 10.5mm	0	LF	\$ 155.00	\$ -
43	21" x 12mm	0	LF	\$ 160.00	\$ -
44	24" x 9mm	0	LF	\$ 190.00	\$ -
45	24" x 12mm	0	LF	\$ 195.00	\$ -
46	24" x 13.5mm	0	LF	\$ 200.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC

5655 Middle Rd.

Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
47	27" x 10.5mm	0	LF	\$ 225.00	\$ -
48	27" x 13.5mm	0	LF	\$ 230.00	\$ -
49	27" x 15mm	0	LF	\$ 240.00	\$ -
50	30" x 12mm	0	LF	\$ 275.00	\$ -
51	30" x 15mm	0	LF	\$ 280.00	\$ -
52	30" x 16.5mm	0	LF	\$ 285.00	\$ -
53	36" x 12mm	0	LF	\$ 300.00	\$ -
54	36" x 13.5mm	0	LF	\$ 305.00	\$ -
55	36" x 15mm	0	LF	\$ 310.00	\$ -
<b>CCTV and Cleaning</b>					
56	Root Removal in 8" and 10" WW Piping	0	LF	\$0.50	\$ -
57	Root Removal in 12" and 15" WW Piping	0	LF	\$1.00	\$ -
58	Root Removal in 12" and 15" SW Piping	0	LF	\$5.00	\$ -
59	Root Removal in 18" and 21" WW Piping	0	LF	\$5.00	\$ -
60	Root Removal in 18" and 21" SW Piping	0	LF	\$10.00	\$ -
61	Root Removal in 24" WW Piping	0	LF	\$10.00	\$ -
62	Root Removal in 24" SW Piping	0	LF	\$15.00	\$ -
63	Root Removal in 27" WW Piping	0	LF	\$10.00	\$ -
64	Root Removal in 27" SW Piping	0	LF	\$20.00	\$ -
65	Root Removal in 30" WW Piping	0	LF	\$15.00	\$ -
66	Root Removal in 30" SW Piping	0	LF	\$20.00	\$ -
67	Root Removal in 36" WW Piping	0	LF	\$20.00	\$ -
68	Root Removal in 36" SW Piping	0	LF	\$25.00	\$ -
69	TV Inspection of 6"-12" WW Piping	0	LF	\$1.25	\$ -
70	TV Inspection of 6"-12" SW Piping	0	LF	\$10.00	\$ -
71	TV Inspection of 15"-21" WW Piping	0	LF	\$1.75	\$ -
72	TV Inspection of 15"-21" SW Piping	0	LF	\$10.00	\$ -
73	TV Inspection of 24"-36" WW Piping	0	LF	\$3.00	\$ -
74	TV Inspection of 24"-36" SW Piping	0	LF	\$10.00	\$ -
75	Additional Setup for TV Inspection	0	EA	\$350.00	\$ -
76	Normal Cleaning, 8" and 10" WW Piping	0	LF	\$1.00	\$ -
77	Heavy Cleaning, 8" and 10" WW Piping	0	LF	\$0.50	\$ -
78	Normal Cleaning, 8" and 10" SW Piping	0	LF	\$5.00	\$ -
79	Heavy Cleaning, 8" and 10" SW Piping	0	LF	\$10.00	\$ -
80	Normal Cleaning, 12" and 15" WW Piping	0	LF	\$5.00	\$ -
81	Heavy Cleaning, 12" and 15" WW Piping	0	LF	\$5.00	\$ -
82	Normal Cleaning, 12" and 15" SW Piping	0	LF	\$10.00	\$ -
83	Heavy Cleaning, 12" and 15" SW Piping	0	LF	\$15.00	\$ -
84	Normal Cleaning, 18" and 21" WW Piping	0	LF	\$8.00	\$ -
85	Heavy Cleaning, 18" and 21" WW Piping	0	LF	\$12.00	\$ -
86	Normal Cleaning, 18" and 21" SW Piping	0	LF	\$20.00	\$ -
87	Heavy Cleaning, 18" and 21" SW Piping	0	LF	\$25.00	\$ -
88	Normal Cleaning, 24" WW Piping	0	LF	\$12.00	\$ -
89	Heavy Cleaning, 24" WW Piping	0	LF	\$15.00	\$ -
90	Normal Cleaning, 24" SW Piping	0	LF	\$20.00	\$ -
91	Heavy Cleaning, 24" SW Piping	0	LF	\$25.00	\$ -
92	Normal Cleaning, 27" WW Piping	0	LF	\$15.00	\$ -
93	Heavy Cleaning, 27" WW Piping	0	LF	\$20.00	\$ -
94	Normal Cleaning, 27" SW Piping	0	LF	\$30.00	\$ -
95	Heavy Cleaning, 27" SW Piping	0	LF	\$35.00	\$ -
96	Normal Cleaning, 30" WW Piping	0	LF	\$30.00	\$ -
97	Heavy Cleaning, 30" WW Piping	0	LF	\$35.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC

5655 Middle Rd.

Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
98	Normal Cleaning, 30" SW Piping	0	LF	\$35.00	\$ -
99	Heavy Cleaning, 30" SW Piping	0	LF	\$40.00	\$ -
100	Normal Cleaning, 36" WW Piping	0	LF	\$40.00	\$ -
101	Heavy Cleaning, 36" WW Piping	0	LF	\$45.00	\$ -
102	Normal Cleaning, 36" SW Piping	0	LF	\$50.00	\$ -
103	Heavy Cleaning, 36" SW Piping	0	LF	\$55.00	\$ -
<b>Bypass Pumping</b>					
104	Bypassing Setup for Each 3" Pump	2	EA	\$ 700.00	\$ 1,400.00
105	Bypassing Setup for Each 4" Pump	0	EA	\$ 700.00	\$ -
106	Bypassing Setup for Each 6" Pump	0	EA	\$ 700.00	\$ -
107	Bypassing Setup for Each 8" Pump	0	EA	\$ 700.00	\$ -
108	Bypassing Setup for Each 3" Pump	100	Per Hour	\$ 50.00	\$ 5,000.00
109	Bypassing Setup for Each 4" Pump	0	Per Hour	\$ 50.00	\$ -
110	Bypassing Setup for Each 6" Pump	0	Per Hour	\$ 300.00	\$ -
111	Bypassing Setup for Each 8" Pump	0	Per Hour	\$ 400.00	\$ -
<b>Manhole/Wet Well Rehabilitation</b>					
112	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs 6' or less deep	0	VF	\$ 100.00	\$ -
113	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 6' up to 8' deep or less	0	VF	\$ 100.00	\$ -
114	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 8' up to 10' deep or less	0	VF	\$ 100.00	\$ -
115	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 10' up to 12' deep or less	0	VF	\$ 100.00	\$ -
116	Cementitious Underlayment (1/2" increments) for Structural Rehab of greater than 4' Diameter MHs and WWs	0	SF	\$ 10.00	\$ -
117	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) 6' deep or less	100	VF	\$ 225.00	\$ 22,500.00
118	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 6' up to 8' deep or less	130	VF	\$ 235.00	\$ 30,550.00
119	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 8' up to 10' deep or less	185	VF	\$ 250.00	\$ 46,250.00
120	Polymer/Epoxy System Lining of 4' Diameter MHs (200 mil minimum) greater than 10' up to 12' deep or less	0	VF	\$ 250.00	\$ -
121	Polymer/Epoxy System Lining of greater than 4' Diameter (200 mil minimum) MHs and WWs	300	SF	\$ 35.00	\$ 10,500.00
122	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) 6' deep or less	0	VF	\$ 10.00	\$ -
123	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 6' up to 8' deep or less	0	VF	\$ 10.00	\$ -
124	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 8' up to 10' deep or less	0	VF	\$ 10.00	\$ -
125	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 10' up to 12' deep or less	0	VF	\$ 10.00	\$ -
126	Additional Cost for Polymer/Epoxy System Lining of greater than 4' diameter (Additional 100 mils) MHs and WWs	0	SF	\$ 5.00	\$ -
127	Concrete for rebuilding of Existing bench and invert of MHs	1	CY	\$ 300.00	\$ 300.00
128	Removal of Existing HDPE Lining of MHs or WWs	0	SF	\$ 10.00	\$ -
129	Removal of Existing Polymer/Epoxy Lining of MHs or WWs	0	SF	\$ 5.00	\$ -
130	Bench and Invert Repair 48" MH	1	EA	\$ 250.00	\$ 250.00
131	Bench and Invert Repair 60" MH	0	EA	\$ 350.00	\$ -
132	Bench and Invert Repair 72" MH	0	EA	\$ 500.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Gulf Coast Underground, LLC

5655 Middle Rd.

Theodore, AL 36582

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
133	Soil Stabilization of Manhole Exterior – per gallon of Grout (prior to dilution)	0	GAL	\$ 100.00	\$ -
<b>Grouting</b>					
134	8" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
135	10" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
136	12" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
137	15" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
138	18" Mainline Grout (up to 5 gal)	0	EA	\$ 750.00	\$ -
139	Lateral Connection Grout on 8" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
140	Lateral Connection Grout on 10" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
141	Lateral Connection Grout on 12" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
142	Lateral Connection Grout on 15" main (up to 5 gal)	0	EA	\$ 500.00	\$ -
143	Lateral Connection Grout on 18" main (up to 5 gal)	0	EA	\$ 650.00	\$ -
144	Cost/Gallon of grout in excess of 5 gal	0	GAL	\$ 100.00	\$ -
<b>Lateral Lining</b>					
145	4" Lateral Liner up to 3' long in 8" main	10	EA	\$ 1,500.00	\$ 15,000.00
146	4" Lateral Liner up to 3' long in 10" main	10	EA	\$ 1,650.00	\$ 16,500.00
147	4" Lateral Liner up to 3' long in 12" main	0	EA	\$ 2,200.00	\$ -
148	6" Lateral Liner up to 3' long in 10" main	0	EA	\$ 2,200.00	\$ -
149	6" Lateral Liner up to 3' long in 12" main	0	EA	\$ 2,500.00	\$ -
150	Cost/Additional Length of lateral liner (4 or 6" service)	20	LF	\$ 200.00	\$ 4,000.00
<b>Maintenance of Traffic on Multi-Laned Roads</b>					
151	Traffic control for three-lane roadway, if required	0	Per Day	\$ 750.00	\$ -
152	Traffic control for four-lane roadway, if required	1	Per Day	\$ 1,000.00	\$ 1,000.00
153	Traffic control for five-lane roadway, if required	0	Per Day	\$ 1,100.00	\$ -
154	Traffic control for six-lane or greater roadway, if required	0	Per Day	\$ 1,200.00	\$ -
155	Traffic ramps for bypass pumping piping, if required	0	Per Day	\$ 150.00	\$ -
<b>TOTAL TO #3</b>					<b>\$ 154,000.00</b>



## Mark Wise

---

**From:** Jeff Littrell  
**Sent:** Thursday, February 27, 2020 2:43 PM  
**To:** Craig Coffey  
**Cc:** John Hofstad; Trey Goodwin; Carolyn Ketchel; Kelly Windes; Graham Fountain; Nathan Boyles; Lynn Hoshihara; Kay Godwin; Jordan Steffens; Faye Douglas; Marcella Eubanks; Jeffrey Hyde; Edward Sisson; Shannon Clowes; Mark Wise; Gerard Menze; Jeb S. Chessher; Kathy Fix; Darren L. Alford; Jon Kanak; Mark Griffin; Diane Finlayson  
**Subject:** RE: Littrell - Leave Request - March 2, 2020 - March 6, 2020

Good Afternoon Craig,

As we discussed, I am having an outpatient medical procedure on Monday, March 2. I am requesting leave from March 2<sup>nd</sup>, 2020 through Friday, March 6<sup>th</sup>, 2020. Barring complications, I should be back in my office on Monday, March 9, 2020.

Deputy Director Mark Wise will serve as Acting Director, with signature authority, during my leave. Mark's cell phone number is 850-685-0297. Please feel free to call Mark anytime, day or night. Mark will represent Water & Sewer at the BCC meeting and department head meeting in Crestview on Tuesday, March 3<sup>rd</sup>.

I will have my iPhone and laptop with me and except for a few hours on Monday morning, I will be available by phone, email or text, if needed.

Jeff Littrell, Director  
Okaloosa County Water & Sewer System  
1804 Lewis Turner Blvd, Suite 300  
Ft. Walton Beach, FL 32547  
850-651-7172  
[jlittrell@myokaloosa.com](mailto:jlittrell@myokaloosa.com)

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

**TASK ORDER APPROVAL FORM**

CONTRACT #: C19-2805-WS  
TASK ORDER #: # 3  
TASK ORDER AMOUNT: \$ 8,950.00

CONTRACT#: C19-2805-WS  
GULF COAST UNDERGROUND, LLC  
GRAVITY SEWER REHAB PROJECT  
EXPIRES: 05/06/2022 W/2 1 YR RENEWAL

OFFERED BY CONSULTANT:

Gulf Coast Underground, LLC  
FIRM'S NAME

Spencer Tuell  
REPRESENTATIVE'S PRINTED NAME

[Signature]  
SIGNATURE

President 12/2/19  
TITLE DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

SAB  
12-6-19

[Signature]  
SIGNATURE

Public Works Director  
TITLE

12/9/19  
DATE

Jeffrey A. Hyde  
PURCHASING MANAGER

12/10/2019  
DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

## TASK ORDER

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Public Works Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish are described in the attachment to this Task Order, titled "Task Order Quantities".

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$8,950.00.

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

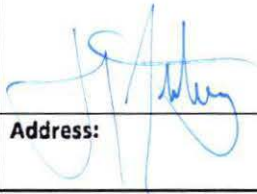
The schedule for the Project within this Task Order is as follows:

Authorization to Proceed  
Termination of Task Order

Upon execution of Task Order

**Article E. Authorized Representatives:**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONTRACTOR
<b>Name:</b>  Jason Arden Okaloosa County PW 1754 S. FORDON BLVD CHRISTVSTON, FL 32536	<b>Name:</b> Spencer Tuell, P.E. President  <div style="text-align: right;">6/19/2019 date</div>
<b>Address:</b> 850-689-5772	<b>Address:</b> 5655 Middle Road Theodore, AL 36582
<b>Telephone:</b>	<b>Telephone:</b> (251) 725-0200

\*\*\*\*\* End \*\*\*\*\*

	ITEM	Qty	Unit	Unit Price	Sales Price
4	Up to \$30,000 per Work Order	1.0	EA	\$ 1,000.00	\$ 1,000.00
74	TV Inspection of 24"-36" SW Piping	265.0	LF	\$ 10.00	\$ 2,650.00
90	Normal Cleaning, 24" SW Piping	265.0	LF	\$ 20.00	\$ 5,300.00
				TOTAL	\$ 8,950.00
	Additive Items ONLY IF NECESSARY - Not anticipated				
62	Root Removal in 24" SW Piping	0.0	LF	\$ 15.00	\$ -
91	Heavy Cleaning, 24" SW Piping	0.0	LF	\$ 25.00	\$ -

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2805-WS

TASK ORDER #: 2

TASK ORDER AMOUNT: **\$383,070.00**

CONTRACT#: C19-2805-WS

GULF COAST UNDERGROUND, LLC

GRAVITY SEWER REHAB PROJECT

EXPIRES: 05/06/2022 W/2 1 YR RENEWALS

OFFERED BY CONTRACTOR:

Gulf Coast Underground, LLC

FIRM'S NAME

Chris Gomel

REPRESENTATIVE'S PRINTED NAME

*Chris Gomel*

SIGNATURE

CEO

TITLE

DATE

7/19/19

**RECOMMENDED FOR APPROVAL  
(Department Director)**

*Jeff Littrell*

Jeff Littrell

WATER & SEWER DIRECTOR

TITLE

7/22/2019

DATE

*John Hofstad*

John Hofstad  
COUNTY ADMINISTRATOR (if applicable)

7/25/19

DATE

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

*Jeffrey A Hyde*

Jeff Hyde, PURCHASING MANAGER

07/23/2019

DATE

*Faye Douglas*

Faye Douglas  
OMB DIRECTOR (if applicable)

07.24.2019

DATE

*Charles K. Windes, Jr.*

Charles K. Windes, Jr.  
CHAIRMAN (if applicable)



AUG 06 2019

DATE

## TASK ORDER #2

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order (#2) Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish are described in the attachment to this Task Order, titled "Task Order No. 2 Quantities".

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$383,070.

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:


Authorization to Proceed  
Termination of Task Order

Upon execution of Task Order  
November 30, 2019



## Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONTRACTOR
<b>Name:</b> Jeff Littrell Director   signature	<b>Name:</b> Chris Gomel CEO   signature
7/22/2019 date	7/19/19 date
<b>Address:</b> 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	<b>Address:</b> 5655 Middle Road Theodore, AL 36582
<b>Telephone:</b> (850) 651-7172	<b>Telephone:</b> (251) 725-0200

\*\*\*\*\* End \*\*\*\*\*



# Task Order No. 2 Quantities

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAX

Gulf Coast Underground, LLC  
5655 Middle Rd.  
Theodore, AL 36582

<u>ITEM NO.</u>	<u>QTY.</u>	<u>UNIT</u>	<u>EST</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>Mobilization Services - Pipe Lining/Grouting</u></b>					
1		EA	Up to \$30,000 per Work Order	\$ 1,000.00	\$ -
2		EA	\$30,001 to \$60,000 per Work Order	\$ 500.00	\$ -
3	2	EA	\$60,001 and Up per Work Order	\$ 250.00	\$ 500.00
<b><u>Mobilization Services - WW or SW Structure Lining/CCTV/Cleaning/Root Removal</u></b>					
4		EA	Up to \$30,000 per Work Order	\$ 1,000.00	\$ -
5		EA	\$30,001 to \$60,000 per Work Order	\$ 500.00	\$ -
6	1	EA	\$60,001 and Up per Work Order	\$ 250.00	\$ 250.00
7			Per Hour Flagmen	\$ 75.00	\$ -
<b><u>Cured in Place Pipe (Wastewater Piping) All thicknesses are final</u></b>					
8	12000	LF	8" x 6mm	\$ 27.00	\$ 324,000.00
9		LF	10" x 6mm	\$ 29.00	\$ -
10		LF	12" x 6 mm	\$ 32.00	\$ -
11		LF	12" x 7.5mm	\$ 38.00	\$ -
12		LF	15" x 6mm	\$ 45.00	\$ -
13		LF	15" x 7.5mm	\$ 55.00	\$ -
14		LF	15" x 9mm	\$ 65.00	\$ -
15		LF	18" x 7.5mm	\$ 65.00	\$ -
16		LF	18" x 9mm	\$ 67.00	\$ -
17		LF	18" x 10.5mm	\$ 70.00	\$ -
18		LF	21" x 9mm	\$ 70.00	\$ -
19		LF	21" x 10.5mm	\$ 85.00	\$ -
20		LF	21" x 12mm	\$ 90.00	\$ -
21		LF	24" x 9mm	\$ 85.00	\$ -
22		LF	24" x 12mm	\$ 110.00	\$ -
23		LF	24" x 13.5mm	\$ 120.00	\$ -
24		LF	27" x 10.5mm	\$ 130.00	\$ -
25		LF	27" x 13.5mm	\$ 140.00	\$ -
26		LF	27" x 15mm	\$ 150.00	\$ -
27		LF	30" x 12mm	\$ 180.00	\$ -
28		LF	30" x 15mm	\$ 190.00	\$ -
29		LF	30" x 16.5mm	\$ 200.00	\$ -
30	168	LF	Remote Cutting of Branch Sewer Service Connection	\$ 100.00	\$ 16,800.00
31	2	LF	Remote Removal of Protruding Service Lateral	\$ 10.00	\$ 20.00
<b><u>CCTV and Cleaning</u></b>					
56		LF	Root Removal in 8" and 10" WW Piping	\$ 0.50	\$ -
57		LF	Root Removal in 12" and 15" WW Piping	\$ 1.00	\$ -
59		LF	Root Removal in 18" and 21" WW Piping	\$ 5.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAX

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

ITEM NO.	<u>EST</u> <u>QTY.</u>	<u>UNIT</u>		<u>UNIT PRICE</u>	<u>TOTAL</u>
61		LF	Root Removal in 24" WW Piping	\$ 10.00	\$ -
63		LF	Root Removal in 27" WW Piping	\$ 10.00	\$ -
66		LF	Root Removal in 30" SW Piping	\$ 20.00	\$ -
68		LF	Root Removal in 36" SW Piping	\$ 25.00	\$ -
69		LF	TV Inspection of 6"-12" WW Piping	\$ 1.25	\$ -
71		LF	TV Inspection of 15"-21" WW Piping	\$ 1.75	\$ -
74		LF	TV Inspection of 24"-36" SW Piping	\$ 10.00	\$ -
75		LF	Additional Setup for TV Inspection	\$ 350.00	\$ -
76		LF	Normal Cleaning, 8" and 10" WW Piping	\$ 1.00	\$ -
77		LF	Heavy Cleaning, 8" and 10" WW Piping	\$ 0.50	\$ -
80		LF	Normal Cleaning, 12" and 15" WW Piping	\$ 5.00	\$ -
81		LF	Heavy Cleaning, 12" and 15" WW Piping	\$ 5.00	\$ -
84		LF	Normal Cleaning, 18" and 21" WW Piping	\$ 8.00	\$ -
85		LF	Heavy Cleaning, 18" and 21" WW Piping	\$ 12.00	\$ -
88		LF	Normal Cleaning, 24" WW Piping	\$ 12.00	\$ -
89		LF	Heavy Cleaning, 24" WW Piping	\$ 15.00	\$ -
94		EA	Normal Cleaning, 27" SW Piping	\$ 30.00	\$ -
95		LF	Heavy Cleaning, 27" SW Piping	\$ 35.00	\$ -
98		LF	Normal Cleaning 30" SW Piping	\$ 35.00	\$ -
99		LF	Heavy Cleaning 30" SW Piping	\$ 40.00	\$ -
100		LF	Normal Cleaning, 36" SW Piping	\$ 40.00	\$ -
102		LF	Heavy Cleaning, 36" SW Piping	\$ 50.00	\$ -
<b><u>Bypass Pumping</u></b>					
104	1	EA	Bypassing Setup for Each 3" Pump	\$ 700.00	\$ 700.00
105		EA	Bypassing Setup for Each 4" Pump	\$ 700.00	\$ -
106		EA	Bypassing Setup for Each 6" Pump	\$ 700.00	\$ -
107		EA	Bypassing Setup for Each 8" Pump	\$ 700.00	\$ -
108	40	Per Hour	Bypassing Setup for Each 3" Pump	\$ 50.00	\$ 2,000.00
109		Per Hour	Bypassing Setup for Each 4" Pump	\$ 50.00	\$ -
110		Per Hour	Bypassing Setup for Each 6" Pump	\$ 300.00	\$ -
111		Per Hour	Bypassing Setup for Each 8" Pump	\$ 400.00	\$ -
<b><u>Manhole/Wet Well Rehabilitation</u></b>					
112		VF	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs 6' or less deep	\$ 100.00	\$ -
113		VF	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 6' up to 8' deep or less	\$ 100.00	\$ -
114		VF	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 8' up to 10' deep or less	\$ 100.00	\$ -
115		VF	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 10' up to 12' deep or less	\$ 100.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAX

Gulf Coast Underground, LLC  
5655 Middle Rd.  
Theodore, AL 36582

<u>ITEM NO.</u>	<u>EST QTY.</u>	<u>UNIT</u>		<u>UNIT PRICE</u>	<u>TOTAL</u>
116		SF	Cementitious Underlayment (1/2" increments) for Structural Rehab of greater than 4' Diameter MHs and WWs	\$ 10.00	\$ -
117		VF	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) 6' deep or less	\$ 225.00	\$ -
118		VF	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 6' up to 8' deep or less	\$ 235.00	\$ -
119	30	VF	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 8' up to 10' deep or less	\$ 250.00	\$ 7,500.00
120		VF	Polymer/Epoxy System Lining of 4' Diameter MHs (200 mil minimum) greater than 10' up to 12' deep or less	\$ 250.00	\$ -
121		SF	Polymer/Epoxy System Lining of greater than 4' Diameter (200 mil minimum) MHs and WWs	\$ 35.00	\$ -
122		VF	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) 6' deep or less	\$ 10.00	\$ -
123		VF	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 6' up to 8' deep or less	\$ 10.00	\$ -
124		VF	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 8' up to 10' deep or less	\$ 10.00	\$ -
125		VF	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 10' up to 12' deep or less	\$ 10.00	\$ -
126		SF	Additional Cost for Polymer/Epoxy System Lining of greater than 4' diameter (Additional 100 mils) MHs and WWs	\$ 5.00	\$ -
127	1	CY	Concrete for rebuilding of Existing bench and invert of MHs	\$ 300.00	\$ 300.00
128	0	SF	Removal of Existing HDPE Lining of MHs or WWs	\$ 10.00	\$ -
129		SF	Removal of Existing Polymer/Epoxy Lining of MHs or WWs	\$ 5.00	\$ -
130	1	EA	Bench and Invert Repair 48" MH	\$ 250.00	\$ 250.00
131		EA	Bench and Invert Repair 60" MH	\$ 350.00	\$ -
132		EA	Bench and Invert Repair 72" MH	\$ 500.00	\$ -
133		GAL	Soil Stabilization of Manhole Exterior – per gallon of Grout (prior to dilution)	\$ 100.00	\$ -
<b><u>Grouting</u></b>					
134		EA	8" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
135		EA	10" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
136		EA	12" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
137		EA	15" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
138		EA	18" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
139		EA	Lateral Connection Grout on 8" main (up to 5 gal)	\$ 500.00	\$ -
140		EA	Lateral Connection Grout on 10" main (up to 5 gal)	\$ 500.00	\$ -
141		EA	Lateral Connection Grout on 12" main (up to 5 gal)	\$ 500.00	\$ -
142		EA	Lateral Connection Grout on 15" main (up to 5 gal)	\$ 500.00	\$ -
143		EA	Lateral Connection Grout on 18" main (up to 5 gal)	\$ 650.00	\$ -
144		GAL	Cost/Gallon of grout in excess of 5 gal	\$ 100.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAX

Gulf Coast Underground, LLC  
 5655 Middle Rd.  
 Theodore, AL 36582

<u>ITEM NO.</u>	<u>EST QTY.</u>	<u>UNIT</u>		<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>Lateral Lining</u></b>					
145	5	EA	4" Lateral Liner up to 3' long in 8" main	\$ 1,500.00	\$ 7,500.00
146	5	EA	4" Lateral Liner up to 3' long in 10" main	\$ 1,650.00	\$ 8,250.00
147		EA	4" Lateral Liner up to 3' long in 12" main	\$ 2,200.00	\$ -
148		EA	6" Lateral Liner up to 3' long in 10" main	\$ 2,200.00	\$ -
149		EA	6" Lateral Liner up to 3' long in 12" main	\$ 2,500.00	\$ -
150	75	LF	Cost/Additional Length of lateral liner (4 or 6" service)	\$ 200.00	\$ 15,000.00

**Maintenance of Traffic on Multi-Laned Roads**

151	Per Day	Traffic control for three-lane roadway, if required
152	Per Day	Traffic control for four-lane roadway, if required
153	Per Day	Traffic control for five-lane roadway, if required
154	Per Day	Traffic control for six-lane or greater roadway, if required
155	Per Day	Traffic ramps for bypass pumping piping, if required

TOTAL TASK ORDER No. 2 (Not To Exceed)

**\$ 383,070.00**

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2805-WS

TASK ORDER #: 1

TASK ORDER AMOUNT: \$99,825.00

CONTRACT#: C19-2805-WS

GULF COAST UNDERGROUND, LLC

GRAVITY SEWER REHAB PROJECT

EXPIRES: 05/06/2022 W/2 1 YR RENEWALS

OFFERED BY CONTRACTOR:

Gulf Coast Underground, LLC

FIRM'S NAME

Spencer Tuell, P.E.

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

President

6/19/2019

TITLE

DATE

**RECOMMENDED FOR APPROVAL**  
**(Department Director)**

**APPROVED BY OKALOOSA COUNTY**  
**(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeff Littrell

WATER & SEWER DIRECTOR

TITLE

DATE

Jeff Hyde, PURCHASING MANAGER

DATE

Faye Douglas  
OMB DIRECTOR (if applicable)

DATE

John Hofstad  
COUNTY ADMINISTRATOR (if applicable)

Charles K. Windes, Jr.  
CHAIRMAN (if applicable)

DATE

DATE

## TASK ORDER #1

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSTRUCTION SERVICES DATED MAY 7, 2019, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND GULF COAST UNDERGROUND, LLC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Task Order (#1) Services for Gravity Sewer Rehab Maintenance Contract

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONTRACTOR (Gulf Coast Underground) to proceed with construction services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to rehabilitate gravity sewer infrastructure. The activities that are included are described in "Article B. Scope of Services."

#### Article B. Scope of Services:

The professional construction services that CONTRACTOR agrees to furnish are described in the attachment to this Task Order, titled "Task Order No. 1 Quantities".

#### Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONTRACTOR in accordance with the May 7, 2019, Agreement, based on the CONTRACTOR's Bid Item Schedule (Items 1-155) for the actual items performed/installed on the Project. The budget ceiling for this Task Order is \$99,825.00.

The COUNTY shall pay the CONTRACTOR in installments calculated based upon the items of work completed as agreed upon by the COUNTY and CONTRACTOR and submitted on the CONTRACTOR'S Invoice/Pay Estimate Report.

#### Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed  
Termination of Task Order

Upon execution of Task Order  
September 30, 2019



# Task Order No. 1 Quantities

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES

Gulf Coast Underground, LLC  
5655 Middle Rd.  
Theodore, AL 36582

<u>ITEM NO.</u>	<u>QTY.</u>	<u>UNIT</u>	<u>EST</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>Mobilization Services - Pipe Lining/Grouting</u></b>					
1		EA	Up to \$30,000 per Work Order	\$ 1,000.00	\$ -
2		EA	\$30,001 to \$60,000 per Work Order	\$ 500.00	\$ -
3	2	EA	\$60,001 and Up per Work Order	\$ 250.00	\$ 500.00
<b><u>Mobilization Services - WW or SW Structure Lining/CCTV/Cleaning/Root Removal</u></b>					
4		EA	Up to \$30,000 per Work Order	\$ 1,000.00	\$ -
5		EA	\$30,001 to \$60,000 per Work Order	\$ 500.00	\$ -
6	1	EA	\$60,001 and Up per Work Order	\$ 250.00	\$ 250.00
7		Per Hour	Flagmen	\$ 75.00	\$ -
<b><u>Cured in Place Pipe (Wastewater Piping) All thicknesses are final</u></b>					
8		LF	8" x 6mm	\$ 27.00	\$ -
9		LF	10" x 6mm	\$ 29.00	\$ -
10		LF	12" x 6 mm	\$ 32.00	\$ -
11		LF	12" x 7.5mm	\$ 38.00	\$ -
12		LF	15" x 6mm	\$ 45.00	\$ -
13		LF	15" x 7.5mm	\$ 55.00	\$ -
14		LF	15" x 9mm	\$ 65.00	\$ -
15		LF	18" x 7.5mm	\$ 65.00	\$ -
16		LF	18" x 9mm	\$ 67.00	\$ -
17		LF	18" x 10.5mm	\$ 70.00	\$ -
18		LF	21" x 9mm	\$ 70.00	\$ -
19		LF	21" x 10.5mm	\$ 85.00	\$ -
20		LF	21" x 12mm	\$ 90.00	\$ -
21		LF	24" x 9mm	\$ 85.00	\$ -
22		LF	24" x 12mm	\$ 110.00	\$ -
23		LF	24" x 13.5mm	\$ 120.00	\$ -
24		LF	27" x 10.5mm	\$ 130.00	\$ -
25		LF	27" x 13.5mm	\$ 140.00	\$ -
26		LF	27" x 15mm	\$ 150.00	\$ -
27		LF	30" x 12mm	\$ 180.00	\$ -
28		LF	30" x 15mm	\$ 190.00	\$ -
29		LF	30" x 16.5mm	\$ 200.00	\$ -
30		LF	Remote Cutting of Branch Sewer Service Connection	\$ 100.00	\$ -
31		LF	Remote Removal of Protruding Service Lateral	\$ 10.00	\$ -
<b><u>CCTV and Cleaning</u></b>					
56	10000	LF	Root Removal in 8" and 10" WW Piping	\$ 0.50	\$ 5,000.00
57	700	LF	Root Removal in 12" and 15" WW Piping	\$ 1.00	\$ 700.00
59		LF	Root Removal in 18" and 21" WW Piping	\$ 5.00	\$ -
61		LF	Root Removal in 24" WW Piping	\$ 10.00	\$ -
63		LF	Root Removal in 27" WW Piping	\$ 10.00	\$ -



OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES

Gulf Coast Underground, LLC

5655 Middle Rd.

Theodore, AL 36582

<u>ITEM NO.</u>	<u>EST QTY.</u>	<u>UNIT</u>		<u>UNIT PRICE</u>	<u>TOTAL</u>
66		LF	Root Removal in 30" SW Piping	\$ 20.00	\$ -
68		LF	Root Removal in 36" SW Piping	\$ 25.00	\$ -
69	25000	LF	TV Inspection of 6"-12" WW Piping	\$ 1.25	\$ 31,250.00
71	700	LF	TV Inspection of 15"-21" WW Piping	\$ 1.75	\$ 1,225.00
74		LF	TV Inspection of 24"-36" SW Piping	\$ 10.00	\$ -
75		LF	Additional Setup for TV Inspection	\$ 350.00	\$ -
76	25000	LF	Normal Cleaning, 8" and 10" WW Piping	\$ 1.00	\$ 25,000.00
77		LF	Heavy Cleaning, 8" and 10" WW Piping	\$ 0.50	\$ -
80	700	LF	Normal Cleaning, 12" and 15" WW Piping	\$ 5.00	\$ 3,500.00
81		LF	Heavy Cleaning, 12" and 15" WW Piping	\$ 5.00	\$ -
84		LF	Normal Cleaning, 18" and 21" WW Piping	\$ 8.00	\$ -
85		LF	Heavy Cleaning, 18" and 21" WW Piping	\$ 12.00	\$ -
88		LF	Normal Cleaning, 24" WW Piping	\$ 12.00	\$ -
89		LF	Heavy Cleaning, 24" WW Piping	\$ 15.00	\$ -
94		EA	Normal Cleaning, 27" SW Piping	\$ 30.00	\$ -
95		LF	Heavy Cleaning, 27" SW Piping	\$ 35.00	\$ -
98		LF	Normal Cleaning 30" SW Piping	\$ 35.00	\$ -
99		LF	Heavy Cleaning 30" SW Piping	\$ 40.00	\$ -
100		LF	Normal Cleaning, 36" SW Piping	\$ 40.00	\$ -
102		LF	Heavy Cleaning, 36" SW Piping	\$ 50.00	\$ -
<b><u>Bypass Pumping</u></b>					
104		EA	Bypassing Setup for Each 3" Pump	\$ 700.00	\$ -
105		EA	Bypassing Setup for Each 4" Pump	\$ 700.00	\$ -
106		EA	Bypassing Setup for Each 6" Pump	\$ 700.00	\$ -
107		EA	Bypassing Setup for Each 8" Pump	\$ 700.00	\$ -
108		Per Hour	Bypassing Setup for Each 3" Pump	\$ 50.00	\$ -
109		Per Hour	Bypassing Setup for Each 4" Pump	\$ 50.00	\$ -
110		Per Hour	Bypassing Setup for Each 6" Pump	\$ 300.00	\$ -
111		Per Hour	Bypassing Setup for Each 8" Pump	\$ 400.00	\$ -
<b><u>Manhole/Wet Well Rehabilitation</u></b>					
112		VF	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs 6' or less deep	\$ 100.00	\$ -
113		VF	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 6' up to 8' deep or less	\$ 100.00	\$ -
114		VF	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 8' up to 10' deep or less	\$ 100.00	\$ -
115	10	VF	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 10' up to 12' deep or less	\$ 100.00	\$ 1,000.00
116		SF	Cementitious Underlayment (1/2" increments) for Structural Rehab of greater than 4' Diameter MHs and WWs	\$ 10.00	\$ -
117		VF	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) 6' deep or less	\$ 225.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES

Gulf Coast Underground, LLC  
5655 Middle Rd.  
Theodore, AL 36582

<u>ITEM NO.</u>	<u>EST QTY.</u>	<u>UNIT</u>		<u>UNIT PRICE</u>	<u>TOTAL</u>
118		VF	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 6' up to 8' deep or less	\$ 235.00	\$ -
119	30	VF	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 8' up to 10' deep or less	\$ 250.00	\$ 7,500.00
120		VF	Polymer/Epoxy System Lining of 4' Diameter MHs (200 mil minimum) greater than 10' up to 12' deep or less	\$ 250.00	\$ -
121		SF	Polymer/Epoxy System Lining of greater than 4' Diameter (200 mil minimum) MHs and WWs	\$ 35.00	\$ -
122		VF	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) 6' deep or less	\$ 10.00	\$ -
123		VF	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 6' up to 8' deep or less	\$ 10.00	\$ -
124		VF	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 8' up to 10' deep or less	\$ 10.00	\$ -
125		VF	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 10' up to 12' deep or less	\$ 10.00	\$ -
126		SF	Additional Cost for Polymer/Epoxy System Lining of greater than 4' diameter (Additional 100 mils) MHs and WWs	\$ 5.00	\$ -
127	1	CY	Concrete for rebuilding of Existing bench and invert of MHs	\$ 300.00	\$ 300.00
128	10	SF	Removal of Existing HDPE Lining of MHs or WWs	\$ 10.00	\$ 100.00
129		SF	Removal of Existing Polymer/Epoxy Lining of MHs or WWs	\$ 5.00	\$ -
130	1	EA	Bench and Invert Repair 48" MH	\$ 250.00	\$ 250.00
131		EA	Bench and Invert Repair 60" MH	\$ 350.00	\$ -
132		EA	Bench and Invert Repair 72" MH	\$ 500.00	\$ -
133		GAL	Soil Stabilization of Manhole Exterior – per gallon of Grout (prior to dilution)	\$ 100.00	\$ -
<b><u>Grouting</u></b>					
134		EA	8" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
135		EA	10" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
136		EA	12" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
137		EA	15" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
138		EA	18" Mainline Grout (up to 5 gal)	\$ 750.00	\$ -
139		EA	Lateral Connection Grout on 8" main (up to 5 gal)	\$ 500.00	\$ -
140		EA	Lateral Connection Grout on 10" main (up to 5 gal)	\$ 500.00	\$ -
141		EA	Lateral Connection Grout on 12" main (up to 5 gal)	\$ 500.00	\$ -
142		EA	Lateral Connection Grout on 15" main (up to 5 gal)	\$ 500.00	\$ -
143		EA	Lateral Connection Grout on 18" main (up to 5 gal)	\$ 650.00	\$ -
144		GAL	Cost/Gallon of grout in excess of 5 gal	\$ 100.00	\$ -
<b><u>Lateral Lining</u></b>					
145	10	EA	4" Lateral Liner up to 3' long in 8" main	\$ 1,500.00	\$ 15,000.00
146	5	EA	4" Lateral Liner up to 3' long in 10" main	\$ 1,650.00	\$ 8,250.00
147		EA	4" Lateral Liner up to 3' long in 12" main	\$ 2,200.00	\$ -
148		EA	6" Lateral Liner up to 3' long in 10" main	\$ 2,200.00	\$ -
149		EA	6" Lateral Liner up to 3' long in 12" main	\$ 2,500.00	\$ -

OC Contract No.: C19-2805-WS Poly Job No.: 41-468

LINE ITEM PRICES INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES

Gulf Coast Underground, LLC  
5655 Middle Rd.  
Theodore, AL 36582

<u>ITEM NO.</u>	<u>EST</u> <u>QTY.</u>	<u>UNIT</u>	
150		LF	Cost/Additional Length of lateral liner (4 or 6" service)

<u>UNIT PRICE</u>	<u>TOTAL</u>
\$ 20.00	\$ -

**Maintenance of Traffic on Multi-Laned Roads**

151	Per Day	Traffic control for three-lane roadway, if required
152	Per Day	Traffic control for four-lane roadway, if required
153	Per Day	Traffic control for five-lane roadway, if required
154	Per Day	Traffic control for six-lane or greater roadway, if required
155	Per Day	Traffic ramps for bypass pumping piping, if required

TOTAL TASK ORDER No. 1 (Not To Exceed)

**\$ 99,825.00**



# Board of County Commissioners Purchasing Department

State of Florida

Date: March 8, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
ITB WS 20-19

Gravity Sewer Rehab Project

Okaloosa County would like to thank all businesses which submitted responses to Gravity Sewer Rehab Project. (ITB WS 20-19)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:


**Gulf Coast Underground, LLC**  
5655 Middle Road  
Theodore, AL 36582

**American Infrastructure Technologies Corporation**  
8799 U.S. Hwy 31  
Hanceville, AL 35077

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 332119  
Procurement/Contractor/Lessee Name: Gulf Coast Leasing Grant Funded: YES NO  
Purpose: County Sewer Rehab  
Date/Term: 3 yrs w/ 1 yr renewal 1.  GREATER THAN \$100,000  
Amount: 500K 2.  GREATER THAN \$50,000  
Department: WS 3.  \$50,000 OR LESS  
Dept. Monitor Name: Cittone

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 3-18-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: No federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 3-20-19  
\_\_\_\_\_ Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 4-4-19  
\_\_\_\_\_ County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, April 04, 2019 7:32 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** Re: Gulf Coast Traffic Engineers-ITB 20-19

This is approved for legal purposes

On Apr 3, 2019, at 12:30 PM, DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)> wrote:

Kerry, here is the updated contract with the public record portion attached.

---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Wednesday, April 03, 2019 7:42 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Gulf Coast Traffic Engineers-ITB 20-19

Then I need a copy of the bid documents to do a full review of what is being incorporated into the contract.

**Kerry A. Parsons, Esq.**  
<<image001.png>>  
1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, April 3, 2019 8:36 AM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Gulf Coast Traffic Engineers-ITB 20-19

I have replaced arbitration with mediation, the public records language is in the bid documents.

---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Tuesday, April 02, 2019 4:58 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Wednesday, March 20, 2019 3:34 PM  
**To:** DeRita Mason  
**Subject:** RE: 00002 ITB WS 20-19 - Gulf Coast Contract.docx

DeRita

I am going to let it be approved as stands. We will address the waiver of subrogation when it comes up for renewal.

thanks

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, March 20, 2019 2:49 PM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: 00002 ITB WS 20-19 - Gulf Coast Contract.docx

Will your changes to these two contracts up the amounts that the contractor has to pay?

---

**From:** Mark Wise  
**Sent:** Wednesday, March 20, 2019 12:49 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Cc:** Beth Brant <[bbrant@poly-inc.com](mailto:bbrant@poly-inc.com)>; Jon Kanak <[jkanak@myokaloosa.com](mailto:jkanak@myokaloosa.com)>; Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>  
**Subject:** RE: 00002 ITB WS 20-19 - Gulf Coast Contract.docx

Hi DeRita & Karen,

Regarding the requested changes to the gravity sewer and well maintenance contracts (5 total), we have a potential timing and financial issue. Please allow me to explain...



GULFCOA-01

RSKELTON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2019

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME:	
	PHONE (A/C, No, Ext): (251) 473-9000	FAX (A/C, No): (251) 473-9010
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Admiral Insurance Company	24856
	INSURER B: Middlesex Insurance Company	23434
	INSURER C: Commerce & Industry Insurance	19410
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
Gulf Coast Underground, LLC  
5655 Middle Road  
Theodore, AL 36582


## COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		FEI-ECC-10567-06	10/11/2018	10/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0114345	10/11/2018	10/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FEI-EXS-10568-06	10/11/2018	10/11/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC013-59-4993	10/11/2018	10/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Equip.			A0114345	10/11/2018	10/11/2019	Leased/Rented 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Gravity Sewer Rehab Project  
 Additional insured provisions apply with respect to General Liability as per forms CG2010 0704, ECC319 0712 and CG2037 0704, attached, if required by written contract.

2805

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
    - in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 

This insurance does not apply to "bodily injury" or "property damage" occurring after:

  - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



### Additional Insured – Owners, Lessees or Contractors – Completed Operations

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



## Automatic Additional Insured – Owners, Lessees or Contractors

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This endorsement modifies insurance provided under the following:

### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

SECTION 00520

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Okaloosa County Board of County Commissioners ("Owner") and  
Gulf Coast Underground, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:*

**ARTICLE 2 – THE PROJECT**

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:  
Project Title – Specification Division.*

**ARTICLE 3 – ENGINEER**

3.01 *The part of the Project that pertains to the Work has been designed by Consultant.*

3.02 *The Owner has retained ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Total Contract Term*

The contract will begin when fully executed by all parties and last for three (3) years with the option of two (2) one (1) year renewals upon mutual agreement by both parties

4.02 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

Substantial completion and final completion dates **for each Task Order** issued under this Contract shall be established in said Task Order. The Work will be substantially completed within the number of days set up per Task Order to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within number of days established per Task Order.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) established **in each Task Order** specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

**ARTICLE 5 – CONTRACT PRICE**

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

Fixed Rate Unit Prices

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work **for each Task Order** as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion **for each Task Order**, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

90 percent of Work completed (with the balance being retainage). If the Work **for each Task Order** has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion **for each Task Order**, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

Upon final completion and acceptance of the Work **for each Task Order** in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price **for each Task Order** as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS**

7.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 8 – CONTRACT DOCUMENTS**

8.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-6, inclusive).
  - 2. General Conditions (pages 00700-1 to 00700-70, inclusive).
  - 3. Supplementary Conditions (pages 00800-1 to 00800-7, inclusive).

4. Special Conditions (pages 00950-1 to 00950-8, inclusive)
  5. Specifications as listed in the table of contents of the Project Manual.
  6. Addenda (numbers 1 to 4, inclusive).
  7. Exhibits to this Agreement (enumerated as follows):
    - Contractor's Bid (pages 00300-13 to 00300-23 and 00451-1 to 00451-11 and Bidders Attachments, inclusive).
  8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - Notice to Proceed.
    - Work Change Directives.
    - Change Orders.
    - Field Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 9.02 *Assignment of Contract*

Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.03 *Successors and Assigns*

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 9.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph.
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

9.07 *Public Records*

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:



1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

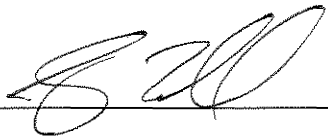


- 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on MAY 07 2019, 2019 (which is the Effective Date of the Contract).

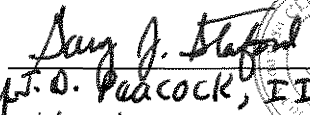
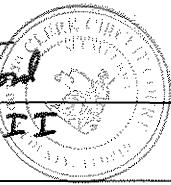
OWNER:   
  
 Okaloosa County Board of County Commissioners

CONTRACTOR:   
 Gulf Coast Underground, LLC

By: ~~Kelly Windes~~ Charles K. Windes, Jr.  
 Title: Chairman

By: Spencer Tuell  
 Title: President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:   
  
 Title: CLERK

Attest: Madison Day  
 Title: Accounting Manager

Address for giving notices:  
1804 Lewis Turner Blvd.  
Fort Walton Beach, FL 32547

Address for giving notices:  
5655 Middle Road  
Theodore, AL 36582

License No.: CUC1225011  
 (where applicable)

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

**SECTION 00002  
NOTICE TO RESPONDENTS  
ITB WS 20-19**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **February 13, 2019, 3:00 p.m. (CST)**, for **Gravity Sewer Rehab Project (2019)**. Interested respondents desiring consideration shall provide an original and two (2) copies (total three (3)) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.**

**Bid Documents can be viewed at <https://www.bidnetdirect.com/florida> or at <http://www.myokaloosa.com/purchasing/home> then accessing the link "View Current Solicitations"**

A mandatory pre-bid conference is scheduled for 2:00 p.m. (CST), January 23, 2019. The conference will be held at the Okaloosa County Water & Sewer Administration Building, Small Conference Room, 1804 Lewis Turner Blvd, #300, Fort Walton Beach, Florida, 32547. You must attend this pre-bid conference in order to submit a bid.

At **3:00 p.m. (CST), February 13, 2019**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Gravity Sewer Rehab Project (2019)**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Courthouse** located at 101 E James Lee Boulevard, Room 282, Crestview, FL 32536. Bids may be submitted in the Crestview Courthouse prior to bid opening or delivered to the Okaloosa County Courthouse, 101 James Lee Boulevard, Room 282, Crestview, FL 32536. **\*\*NOTE: MUST RING DOORBELL TO GAIN ENTRANCE INTO ROOM 288. THE CLERK WILL COME ACCEPT YOUR PACKAGE OR SHOW YOU TO THE CONFERENCE ROOM FOR THE SCHEDULED BID OPENING\*\***

**NOTE: THE NEW CRESTVIEW COURTHOUSE HAS SECURITY AT ENTRY POINT-PLEASE ALLOW FOR TIME TO GET THROUGH SECURITY WHEN ARRIVING FOR THE BID OPENING.**

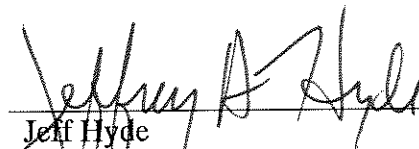
**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**Gravity Sewer Rehab Project (2019)**  
Clerk of Court  
BCC Records  
101 East James Lee Boulevard  
Room 288  
Crestview, FL 32536

  
\_\_\_\_\_  
Jeff Hyde  
Purchasing Manager

12/18/2018  
\_\_\_\_\_  
Date

**OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Kelly Windes  
Chairman

## **BID REQUIREMENTS**

**BID #: ITB WS 20-19**

**BID ITEM: GRAVITY SEWER REHAB PROJECT (2019)**

### **SCOPE**

This ITB includes the material, equipment, and labor services for GRAVITY SEWER REHAB PROJECT (2019) specified herein. All materials shall be manufactured within the continental United States. No substitutions will be accepted unless approved by the Purchasing and the Water & Sewer Departments.

**Note:** A list of quantities of items, outlined after the Bid Schedule, shall be used to evaluate bidder's proposal based on the unit prices provided in the official Bid Schedule. All work allocated under this Contract shall be based on the unit prices established in the Bid Schedule and Contractor will be compensated for actual work performed only. No guarantee of quantities of Work required during this Contract or Work allocated to individual Contractor(s) during the life of the Contract is provided.

Price shall be guaranteed for 90 days after the bids are read and received. Price shall include delivery of all equipment and appurtenances to the following location:

**1804 LEWIS TURNER BLVD. FORT WALTON BEACH, FL 32547**

OWNER Delivery Contact:

Mark Griffin, Okaloosa County Water & Sewer  
850-651-7176 or [mgriffin@myokaloosa.com](mailto:mgriffin@myokaloosa.com)

THE FOLLOWING MUST BE SUBMITTED WITH THE BID:

- A list of any and all exceptions to the Contract Documents.
- Any additional information requested by the OWNER.

### **TERM OF CONTRACT:**

The contract will begin when fully executed by all parties and continue for three (3) years with the option of two (2) one (1) year renewals upon mutual agreement by both parties.

## COOPERATIVE PRICING

By submitting this bid, the vendor acknowledges that their pricing shall be honored for all governmental entities located within Okaloosa County, Florida. Each entity will be allowed to independently place orders, accept delivery and arrange payment under their agency guidelines. The successful vendor understands that failure to offer pricing to all Okaloosa County governmental agencies could result in cancellation of this contract.

Coordinators for agency orders shall be:

Okaloosa County BCC	Jeff Hyde, Purchasing Manager 850-689-5960; <a href="mailto:jhyde@myokaloosa.com">jhyde@myokaloosa.com</a>
City of Ft. Walton Beach	Giuliana F. Scott, Purchasing Agent 850-833-9523; <a href="mailto:gscott@fwb.org">gscott@fwb.org</a>
City of Mary Esther	Heather Day, Finance Director 850-243-3566 x18; <a href="mailto:findir@cityofmaryesther.com">findir@cityofmaryesther.com</a>
City of Destin	Bragg Farmer, Finance Director 850-837-4242 x3146; <a href="mailto:bfarmer@cityofdestin.com">bfarmer@cityofdestin.com</a>
City of Niceville	Chad D. Morris, Purchasing/GIS Director 850-974-3833; <a href="mailto:cmorris@niceville.org">cmorris@niceville.org</a>
City of Valparaiso	Tammy Johnson, City Clerk 850-729-5402; <a href="mailto:cityclerk@valp.org">cityclerk@valp.org</a>
City of Crestview	Betsy Roy, City Clerk 850-682-1560; <a href="mailto:elizabethroy@cityofcrestview.org">elizabethroy@cityofcrestview.org</a>

## SECTION 00100 GENERAL SERVICES BID CONDITIONS

### 1. PRE-BID ACTIVITY -

**Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to <http://www.bidnetdirect.com/florida> and the Okaloosa County website at <http://www.myokaloosa.com/purchasing/home>, then accessing the link "View Current Solicitations".

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit an original and two (2) copies {total three (3)} of the bid documents.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the

numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other

required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

- 5. MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
- 7. IDENTICAL TIE BIDS** - In case of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the interest of the County. In the case of the latter, there must be adequate documentation to support such a decision
- 8. CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
- 9. BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
- 10. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
- 11. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

**12. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

**13. DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF BID**

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in



addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

15. **WARRANTY** – (The warranty will be in the name of Okaloosa County) Warranty work specified herein is for defects in materials and in labor and workmanship. State the manufacturer's warranty with your bid.
16. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
17. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
18. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
19. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.  
  
**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**
20. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

- 21. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 22. AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

- 23. CONE OF SILENCE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

- 24. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 25. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**26. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

**27. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

**28. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

**29. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through and until the expiration of contract.

**30. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment

because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

- 31. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 32. UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 33. BID DOCUMENTS - The following documents are to be submitted with the proposal packet. Failure to submit all required documents might result in your submittal being deemed non-responsive:**
- A. Exhibit “B”-General Grant Funding Special Proposal Conditions
  - B. Drug-Free Workplace Certification Form
  - C. Conflict of Interest
  - D. Federal E-Verify
  - E. Cone of Silence
  - F. Indemnification and Hold Harmless
  - G. Certification Regarding Lobbying Proposal Sheet
  - H. Company Data
  - I. System of Awards Management
  - J. List of Subcontractors
  - K. Bid Schedule/Bid Evaluation
  - L. Addendum Acknowledgement (pg 00300-10)
  - M. Bid Bond
  - N. Qualifications Statement
  - O. Schedule A, B and C

## **EXHIBIT B**

### **GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

This solicitation may be fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:
  - Florida Department of Management Services (Office of Supplier Diversity)
  - Florida Department of Transportation
  - Minority Business Development Center in most large cities and
  - Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the

current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Access to Records and Reports:**

Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 2/19/19 SIGNATURE: 

COMPANY: Gulf Coast Underground, LLC NAME: Spencer Tuell

ADDRESS: 5655 Middle Road TITLE: President  
Theodore, AL 36582

E-MAIL: STuell@gulfcoastunderground.com

PHONE NO. 251-725-0200



**DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.


As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 2/19/19

COMPANY: Gulf Coast Underground, LLC

ADDRESS: 5655 Middle Road  
Theodore, AL 36582

PHONE NO.: 251-725-0200

SIGNATURE: 

NAME: Spencer Tuell  
(Typed or Printed)

TITLE: President

E-MAIL: STuell@gulfcoastunderground.com

### CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO   X   \_\_\_\_\_

**NAME(S)**

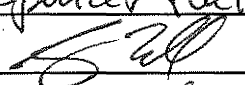
**POSITION(S)**

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FIRM NAME: Gulf Coast Underground, LLC  
BY (PRINTED): Spencer Tuell  
BY (SIGNATURE):   
TITLE: President  
ADDRESS: 5655 Middle Road  
Theodore, AL 36582  
PHONE NO. 251-725-0200  
E-MAIL Stuell@gulfcoastunderground.com  
DATE 2/19/19

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 2/19/19 SIGNATURE:   
COMPANY: Gulf Coast Underground, LLC NAME: Spencer Tuell  
ADDRESS: 5655 Middle Road TITLE: President  
Theodore, AL 36582  
E-MAIL: STuell@gulfcoastunderground, LLC  
PHONE NO.: 251-725-0200

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Gulf Coast Underground (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the

representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.

Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a

similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

## **B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need



E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about

its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees

assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
  3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
  4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
  5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
  6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
  7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
  8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
  9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative

nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of



DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Gulf Coast Underground (Employer) hereby designates and appoints Employee Liability Management, Inc. (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

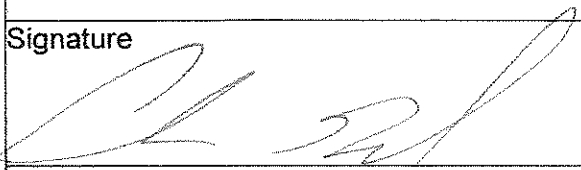


Company ID Number: 381201

Client Company ID Number: 872470

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

<b>Employer</b> Gulf Coast Underground	
Name (Please Type or Print)  Chris Gomel	Title  President
Signature 	Date  April 23, 2015
<b>E-Verify Employer Agent</b> Employee Liability Management, Inc.	
Name (Please Type or Print) Angel Hudson	Title
Signature Electronically Signed	Date 04/23/2015
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number: 381201

Client Company ID Number: 872470

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Gulf Coast Underground
Company Facility Address	3158 Old Shell Rd. Mobile, AL 36607
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	202516409
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 381201

Client Company ID Number: 872470

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ALABAMA

1 site(s)

Company ID Number: 381201

Client Company ID Number: 872470

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Chris Gornel  
Phone Number (251) 470 - 0700  
Fax Number  
Email Address angel@elminfo.com



Company ID Number: 381201

Client Company ID Number: 872470

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**CONE OF SILENCE**


The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Gulf Coast Underground, LLC  
Signature Company Name

On this 19<sup>th</sup> day of February 2019 hereby agree to abide by the County’s “**Cone of Silence Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

**INDEMNIFICATION AND HOLD HARMLESS**

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Gulf Coast Underground, LLC  
Respondent's Company Name

  
Authorized Signature – Manual

5655 Middle Road Theodore, AL 36582  
Physical Address

Spencer Tuell  
Authorized Signature – Typed

5655 Middle Road Theodore, AL 36582  
Mailing Address

President  
Title

251-725-0200  
Phone Number

866-471-2753  
FAX Number

251-472-6684  
Cellular Number

251-472-6684  
After-Hours Number(s)

2/19/19  
Date

STuell@gulfcoastunderground.com  
Email



**LOBBYING**

**31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

*(To be submitted with each bid or offer exceeding \$100,000)*

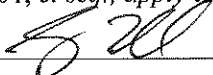
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Gulf Coast Underground, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

  
 \_\_\_\_\_ Signature of Contractor's Authorized Official  
Spencer Twell Name and Title of Contractor's Authorized Official  
2/19/19 Date

**COMPANY DATA**

Respondent's Company Name: Gulf Coast Underground, LLC

Physical Address & Phone #: 5655 Middle Road

Theodore, AL 36582

251-725-0200

Contact Person (Typed-Printed): Spencer Tuell

Phone #: 251-725-0200 ext 9

Cell #: 251-472-6684

Federal ID or SS #: 20-3547755

DUNNS/SAM #: 932216786

Respondent's License #: CUC1225011

Fax #: 866-471-2753

Emergency #'s After Hours,  
Weekends & Holidays: 251-472-6684

## System for Award Management (Oct 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that:

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in timely manner, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Gulf Coast Underground, LLC

Entity Address: 5655 Middle Road Theodore, AL 36582

Duns Number: 932216786

CAGE Code: 70J15

**Section 00300 (Per Final Addendum)**  
**FINAL BID SCHEDULE**  
**THIS SCHEDULE MUST BE USED TO SUBMIT**  
**BID**

**BID #:** ITB WS 20-19

**BASE BID (Item 1-150) – GRAVITY SEWER REHAB PROJECT (2019)**

Item #	Bidder (B) or Sub (S)		Unit	UNIT PRICE
<b>Mobilization Services - Pipe Lining/Grouting</b>				
1		Up to \$30,000 per Work Order	EA	1,000.00
2		\$30,001 to \$60,000 per Work Order	EA	500.00
3		\$60,001 and Up per Work Order	EA	250.00
<b>Mobilization Services – WW or SW Structure Lining/CCTV/Cleaning/Root Removal</b>				
4		Up to \$30,000 per Work Order	EA	1,000.00
5		\$30,001 to \$60,000 per Work Order	EA	500.00
6		\$60,001 and Up per Work Order	EA	250.00
7	B	Flagmen (All Services)	Per Hour	75.00
<b>Cured in Place Pipe (Wastewater Piping) All thicknesses are final</b>				
8	B	8" x 6mm	LF	27.00
9	B	10" x 6mm	LF	29.00
10	B	12" x 6 mm	LF	32.00
11	B	12" x 7.5mm	LF	38.00
12	B	15" x 6mm	LF	45.00
13	B	15" x 7.5mm	LF	55.00
14	B	15" x 9mm	LF	65.00
15	B	18" x 7.5mm	LF	65.00
16	B	18" x 9mm	LF	67.00
17	B	18" x 10.5mm	LF	70.00
18	B	21" x 9mm	LF	70.00
19	B	21" x 10.5mm	LF	85.00
20	B	21" x 12mm	LF	90.00
21	B	24" x 9mm	LF	85.00

22	B	24" x 12mm	LF	110.00
23	B	24" x 13.5mm	LF	120.00
24	B	27" x 10.5mm	LF	130.00
25	B	27" x 13.5mm	LF	140.00
26	B	27" x 15mm	LF	150.00
27	B	30" x 12mm	LF	180.00
28	B	30" x 15mm	LF	190.00
29	B	30" x 16.5mm	LF	200.00
30	B	Remote Cutting of Branch Sewer Service Connection	EA	100.00
31	B	Remote Removal of Protruding Service Lateral	EA	10.00
		<b>Cured in Place Pipe (Stormwater Piping)</b> <b>All thicknesses are final</b>		
32	B	10" x 6mm	LF	50.00
33	B	12" x 6 mm	LF	60.00
34	B	12" x 7.5mm	LF	65.00
35	B	15" x 6mm	LF	85.00
36	B	15" x 7.5mm	LF	95.00
37	B	15" x 9mm	LF	100.00
38	B	18" x 7.5mm	LF	120.00
39	B	18" x 9mm	LF	125.00
40	B	18" x 10.5mm	LF	130.00
41	B	21" x 9mm	LF	150.00
42	B	21" x 10.5mm	LF	155.00
43	B	21" x 12mm	LF	160.00
44	B	24" x 9mm	LF	190.00
45	B	24" x 12mm	LF	195.00
46	B	24" x 13.5mm	LF	200.00
47	B	27" x 10.5mm	LF	225.00
48	B	27" x 13.5mm	LF	230.00
49	B	27" x 15mm	LF	240.00
50	B	30" x 12mm	LF	275.00
51	B	30" x 15mm	LF	280.00
52	B	30" x 16.5mm	LF	285.00
53	B	36" x 12mm	LF	300.00
54	B	36" x 13.5mm	LF	305.00
55	B	36" x 15mm	LF	310.00
		<b>CCTV and Cleaning</b>		
56	B	Root Removal in 8" and 10" WW Piping	LF	0.50
57	B	Root Removal in 12" and 15" WW Piping	LF	1.00
58	B	Root Removal in 12" and 15" SW Piping	LF	5.00

59	B	Root Removal in 18" and 21" WW Piping	LF	5.00
60	B	Root Removal in 18" and 21" SW Piping	LF	10.00
61	B	Root Removal in 24" WW Piping	LF	10.00
62	B	Root Removal in 24" SW Piping	LF	15.00
63	B	Root Removal in 27" WW Piping	LF	10.00
64	B	Root Removal in 27" SW Piping	LF	20.00
65	B	Root Removal in 30" WW Piping	LF	15.00
66	B	Root Removal in 30" SW Piping	LF	20.00
67	B	Root Removal in 36" WW Piping	LF	20.00
68	B	Root Removal in 36" SW Piping	LF	25.00
69	B	TV Inspection of 6"-12" WW Piping	LF	1.25
70	B	TV Inspection of 6"-12" SW Piping	LF	10.00
71	B	TV Inspection of 15"-21" WW Piping	LF	1.75
72	B	TV Inspection of 15"-21" SW Piping	LF	10.00
73	B	TV Inspection of 24"-36" WW Piping	LF	3.00
74	B	TV Inspection of 24"-36" SW Piping	LF	10.00
75	B	Additional Setup for TV Inspection	EA	350.00
76	B	Normal Cleaning, 8" and 10" WW Piping	LF	1.00
77	B	Heavy Cleaning, 8" and 10" WW Piping	LF	0.50
78	B	Normal Cleaning, 8" and 10" SW Piping	LF	5.00
79	B	Heavy Cleaning, 8" and 10" SW Piping	LF	10.00
80	B	Normal Cleaning, 12" and 15" WW Piping	LF	5.00
81	B	Heavy Cleaning, 12" and 15" WW Piping	LF	5.00
82	B	Normal Cleaning, 12" and 15" SW Piping	LF	10.00
83	B	Heavy Cleaning, 12" and 15" SW Piping	LF	15.00
84	B	Normal Cleaning, 18" and 21" WW Piping	LF	8.00
85	B	Heavy Cleaning, 18" and 21" WW Piping	LF	12.00
86	B	Normal Cleaning, 18" and 21" SW Piping	LF	20.00
87	B	Heavy Cleaning, 18" and 21" SW Piping	LF	25.00
88	B	Normal Cleaning, 24" WW Piping	LF	12.00
89	B	Heavy Cleaning, 24" WW Piping	LF	15.00
90	B	Normal Cleaning, 24" SW Piping	LF	20.00
91	B	Heavy Cleaning, 24" SW Piping	LF	25.00
92	B	Normal Cleaning, 27" WW Piping	LF	15.00
93	B	Heavy Cleaning, 27" WW Piping	LF	20.00
94	B	Normal Cleaning, 27" SW Piping	LF	30.00
95	B	Heavy Cleaning, 27" SW Piping	LF	35.00
96	B	Normal Cleaning 30" WW Piping	LF	30.00
97	B	Heavy Cleaning 30" WW Piping	LF	35.00

98	B	Normal Cleaning 30" SW Piping	LF	35.00
99	B	Heavy Cleaning 30" SW Piping	LF	40.00
100	B	Normal Cleaning, 36" WW Piping	LF	40.00
101	B	Heavy Cleaning, 36" WW Piping	LF	45.00
102	B	Normal Cleaning, 36" SW Piping	LF	50.00
103	B	Heavy Cleaning, 36" SW Piping	LF	55.00
<b>Bypass Pumping</b>				
104	B	Bypassing Setup for Each 3" Pump	EA	700.00
105	B	Bypassing Setup for Each 4" Pump	EA	700.00
106	B	Bypassing Setup for Each 6" Pump	EA	700.00
107	B	Bypassing Setup for Each 8" Pump	EA	700.00
108	B	Bypassing Setup for Each 3" Pump	Per Hour	50.00
109	B	Bypassing Setup for Each 4" Pump	Per Hour	50.00
110	B	Bypassing Setup for Each 6" Pump	Per Hour	300.00
111	B	Bypassing Setup for Each 8" Pump	Per Hour	400.00
<b>Manhole/Wet Well Rehabilitation</b>				
112	B	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs 6' or less deep	VF	100.00
113	B	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 6' up to 8' deep or less	VF	100.00
114	B	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 8' up to 10' deep or less	VF	100.00
115	B	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 10' up to 12' deep or less	VF	100.00
116	B	Cementitious Underlayment (1/2" increments) for Structural Rehab of greater than 4' Diameter MHs and WWs	SF	10.00
117	B	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) 6' deep or less	VF	225.00
118	B	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 6' up to 8' deep or less	VF	235.00
119	B	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 8' up to 10' deep or less	VF	250.00

120	B	Polymer/Epoxy System Lining of 4' Diameter MHs (200 mil minimum) greater than 10' up to 12' deep or less	VF	250.00
121	B	Polymer/Epoxy System Lining of greater than 4' Diameter (200 mil minimum) MHs and WWs	SF	35.00
122	B	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) 6' deep or less	VF	10.00
123	B	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 6' up to 8' deep or less	VF	10.00
124	B	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 8' up to 10' deep or less	VF	10.00
125	B	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 10' up to 12' deep or less	VF	10.00
126	B	Additional Cost for Polymer/Epoxy System Lining of greater than 4' diameter (Additional 100 mils) MHs and WWs	SF	5.00
127	B	Concrete for rebuilding of Existing bench and invert of MHs	CY	300.00
128	B	Removal of Existing HDPE Lining of MHs or WWs	SF	10.00
129	B	Removal of Existing Polymer/Epoxy Lining of MHs or WWs	SF	5.00
130	B	Bench and Invert Repair 48" MH	EA	250.00
131	B	Bench and Invert Repair 60" MH	EA	350.00
132	B	Bench and Invert Repair 72" MH	EA	500.00
133	B	Soil Stabilization of Manhole Exterior – per gallon of Grout (prior to dilution)	GAL	100.00
		<b>Grouting</b>		
134	B	8" Mainline Grout (up to 5 gal)	EA	750.00
135	B	10" Mainline Grout (up to 5 gal)	EA	750.00
136	B	12" Mainline Grout (up to 5 gal)	EA	750.00
137	B	15" Mainline Grout (up to 5 gal)	EA	750.00
138	B	18" Mainline Grout (up to 5 gal)	EA	750.00
139	B	Lateral Connection Grout on 8" main (up to 5 gal, undiluted quantity)	EA	500.00
140	B	Lateral Connection Grout on 10" main (up to 5 gal, undiluted quantity)	EA	500.00



141	B	Lateral Connection Grout on 12" main (up to 5 gal, undiluted quantity)	EA	500.00
142	B	Lateral Connection Grout on 15" main (up to 5 gal, undiluted quantity)	EA	500.00
143	B	Lateral Connection Grout on 18" main (up to 5 gal, undiluted quantity)	EA	650.00
144	B	Cost/Gallon of grout in excess of 5 gal (undiluted quantity)	GAL	100.00
		<b>Lateral Lining</b>		
145	B	4" Lateral Liner up to 3' long in 8" main	EA	1,500.00
146	B	4" Lateral Liner up to 3' long in 10" main	EA	1,650.00
147	B	4" Lateral Liner up to 3' long in 12" or larger main	EA	2,200.00
148	B	6" Lateral Liner up to 3' long in 10" main	EA	2,200.00
149	B	6" Lateral Liner up to 3' long in 12" or larger main	EA	2,500.00
150	B	Cost/Additional Length of lateral liner (4 or 6" service)	LF	200.00
		<b>Maintenance of Traffic on Multi-Laned Roads</b>		
151	B	Traffic control for three-lane roadway, if required	Per Day	750.00
152	B	Traffic control for four-lane roadway, if required	Per Day	1,000.00
153	B	Traffic control for five-lane roadway, if required	Per Day	1,100.00
154	B	Traffic control for six-lane or greater roadway, if required	Per Day	1,200.00
155		Traffic ramps for bypass pumping piping, if required	Per Day	150.00

**Proposal Evaluation** - The following list of quantities of items shall be used to evaluate bidder's proposal based on the unit prices provided in the bid schedule above. All work allocated under this Contract shall be based on the unit prices established in the bid schedule and Contractor will be compensated for actual work performed only. No guarantee of quantities of Work required during this Contract or Work allocated to individual Contractor(s) during the life of the Contract is provided. NOTE: Not all bid items are included in the list of items to be used to evaluate bidder's proposal.

Item #	QUANTITIES FOR BID EVALUATION	Unit	QUANTITY
<b>Mobilization Services - Pipe Lining/Grouting</b>			
1	Up to \$30,000 per Work Order	EA	1
2	\$30,001 to \$60,000 per Work Order	EA	1
3	\$60,001 and Up per Work Order	EA	3
<b>Mobilization Services – WW or SW Structure Lining/CCTV/Cleaning/Root Removal</b>			
4	Up to \$30,000 per Work Order	EA	1
5	\$30,001 to \$60,000 per Work Order	EA	1
6	\$60,001 and Up per Work Order	EA	2
7	Flagmen	Per Hour	40
<b>Cured in Place Pipe (Wastewater Piping)</b>			
8	8" x 6mm	LF	29000
9	10" x 6mm	LF	6100
10	12" x 6 mm	LF	600
11	12" x 7.5mm	LF	1
12	15" x 6mm	LF	300
13	15" x 7.5mm	LF	1
14	15" x 9mm	LF	1
15	18" x 7.5mm	LF	300
16	18" x 9mm	LF	1
17	18" x 10.5mm	LF	1
18	21" x 9mm	LF	200
19	21" x 10.5mm	LF	1
20	21" x 12mm	LF	1
21	24" x 9mm	LF	200
22	24" x 12mm	LF	1
23	24" x 13.5mm	LF	1
24	27" x 10.5mm	LF	1
25	27" x 13.5mm	LF	1
26	27" x 15mm	LF	1
27	30" x 12mm	LF	1
28	30" x 15mm	LF	1
29	30" x 16.5mm	LF	1

30	36" x 12mm	LF	1
31	36" x 13.5mm	LF	1
32	36" x 15mm	LF	1
33	Remote Cutting of Branch Sewer Service Connection	EA	200
34	Remote Removal of Protruding Service Lateral	EA	20
	<b>CCTV and Cleaning</b>		
56	Root Removal in 8" and 10" WW Piping	LF	3000
57	Root Removal in 12" and 15" WW Piping	LF	300
59	Root Removal in 18" and 21" WW Piping	LF	1
61	Root Removal in 24" WW Piping	LF	1
39	Root Removal in 27" WW Piping	LF	1
66	Root Removal in 30" SW Piping	LF	1
68	Root Removal in 36" SW Piping	LF	1
69	TV Inspection of 6"-12" WW Piping	LF	35000
71	TV Inspection of 15"-21" WW Piping	LF	350
74	TV Inspection of 24"-36" SW Piping	LF	100
75	Additional Setup for TV Inspection	EA	3
76	Normal Cleaning, 8" and 10" WW Piping	LF	30000
77	Heavy Cleaning, 8" and 10" WW Piping	LF	5000
80	Normal Cleaning, 12" and 15" WW Piping	LF	350
81	Heavy Cleaning, 12" and 15" WW Piping	LF	1
84	Normal Cleaning, 18" and 21" WW Piping	LF	1
85	Heavy Cleaning, 18" and 21" WW Piping	LF	1
88	Normal Cleaning, 24" WW Piping	LF	1
89	Heavy Cleaning, 24" WW Piping	LF	1
94	Normal Cleaning, 27" SW Piping	LF	1
95	Heavy Cleaning, 27" SW Piping	LF	1
98	Normal Cleaning 30" SW Piping	LF	1
99	Heavy Cleaning 30" SW Piping	LF	1
100	Normal Cleaning, 36" SW Piping	LF	1
102	Heavy Cleaning, 36" SW Piping	LF	1
	<b>Bypass Pumping</b>		
104	Bypassing Setup for Each 3" Pump	EA	0.5
105	Bypassing Setup for Each 4" Pump	EA	1
106	Bypassing Setup for Each 6" Pump	EA	0.5
107	Bypassing Setup for Each 8" Pump	EA	0.5
108	Bypassing Setup for Each 3" Pump	Per Hour	1
109	Bypassing Setup for Each 4" Pump	Per Hour	10
110	Bypassing Setup for Each 6" Pump	Per Hour	1

111	Bypassing Setup for Each 8" Pump	Per Hour	1
<b>Manhole/Wet Well Rehabilitation</b>			
112	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs 6' or less deep	VF	12
113	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 6' up to 8' deep or less	VF	8
114	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 8' up to 10' deep or less	VF	10
115	Cementitious Underlayment (1/2" increments) for Structural Rehab of 4' diameter MHs greater than 10' up to 12' deep or less	VF	1
116	Cementitious Underlayment (1/2" increments) for Structural Rehab of greater than 4' Diameter MHs and WWs	SF	200
117	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) 6' deep or less	VF	600
118	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 6' up to 8' deep or less	VF	80
119	Polymer/Epoxy System Lining of 4' diameter MHs (200 mil minimum) greater than 8' up to 10' deep or less	VF	20
120	Polymer/Epoxy System Lining of 4' Diameter MHs (200 mil minimum) greater than 10' up to 12' deep or less	VF	24
121	Polymer/Epoxy System Lining of greater than 4' Diameter (200 mil minimum) MHs and WWs	SF	250
122	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) 6' deep or less	VF	1
123	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 6' up to 8' deep or less	VF	1
124	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 8' up to 10' deep or less	VF	1
125	Additional Cost for Polymer/Epoxy System Lining of 4' Diameter MHs (Additional 100 mils) greater than 10' up to 12' deep or less	VF	1
126	Additional Cost for Polymer/Epoxy System Lining of greater than 4' diameter (Additional 100 mils) MHs and WWs	SF	1
127	Concrete for rebuilding of Existing bench and invert of MHs	CY	3
128	Removal of Existing HDPE Lining of MHs or WWs	SF	200
129	Removal of Existing Polymer/Epoxy Lining of MHs or WWs	SF	50
130	Bench and Invert Repair 48" MH	EA	3
131	Bench and Invert Repair 60" MH	EA	1

132	Bench and Invert Repair 72" MH	EA	1
133	Soil Stabilization of Manhole Exterior – per gallon of Grout (prior to dilution)	GAL	5
	<b>Grouting</b>		
134	8" Mainline Grout (up to 5 gal)	EA	3
135	10" Mainline Grout (up to 5 gal)	EA	2
136	12" Mainline Grout (up to 5 gal)	EA	1
137	15" Mainline Grout (up to 5 gal)	EA	1
138	18" Mainline Grout (up to 5 gal)	EA	1
139	Lateral Connection Grout on 8" main (up to 5 gal)	EA	5
140	Lateral Connection Grout on 10" main (up to 5 gal)	EA	2
141	Lateral Connection Grout on 12" main (up to 5 gal)	EA	1
142	Lateral Connection Grout on 15" main (up to 5 gal)	EA	1
143	Lateral Connection Grout on 18" main (up to 5 gal)	EA	1
144	Cost/Gallon of grout in excess of 5 gal	GAL	3
	<b>Lateral Lining</b>		
145	4" Lateral Liner up to 3' long in 8" main	EA	190
146	4" Lateral Liner up to 3' long in 10" main	EA	40
147	4" Lateral Liner up to 3' long in 12" main	EA	3
148	6" Lateral Liner up to 3' long in 10" main	EA	2
149	6" Lateral Liner up to 3' long in 12" main	EA	1
150	Cost/Additional Length of lateral liner (4 or 6" service)	LF	10

**ADDENDUM ACKNOWLEDGEMENT**

**ITB WS 20-19**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>
1	1/2/19
2	1/3/19
3	2/7/19
4	2/13/19

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

### LIST OF SUBCONTRACTORS

The BIDDER expressly agrees that:

1. If awarded the contract as a result of the proposal, the subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS
N/A	N/A	N/A

Gulf Coast Underground, LLC  
CONTRACTOR'S NAME

  
AUTHORIZED SIGNATURE

President  
TITLE

**SECTION 00451**

**QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: Gulf Coast Underground, LLC

Address: 5655 Middle Road

Theodore, AL 36582

**2. SUBMITTED TO:**

Okaloosa County Board of County Commissioners

**3. SUBMITTED FOR:**

Gravity Sewer Rehab Project (2019)

Owner: Okaloosa County Board of County Commissioners

Project Name: Gravity Sewer Rehab Project (2019)

**TYPE OF WORK:**

Gravity Sewer Rehab

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Spencer Tuell

Title: President

Phone: 251-725-0200

Email: STuell@gulfcoastunderground.com



Name: N/A

Address: N/A

\_\_\_\_\_

\_\_\_\_\_

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: Alabama

Date of Organization: 2005

Members: Chris Gomel

Spencer Tuell

JOINT VENTURE

Sate of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

**7. LICENSING**

Jurisdiction: Florida

Type of License: FL - Contractor License

License Number: CUC1225011  
Jurisdiction: Alabama  
Type of License: AL - General Contractor MU-S  
License Number: 42416

**8. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_  
Minority Business Enterprise: \_\_\_\_\_  
Woman Owned Enterprise: \_\_\_\_\_  
Small Business Enterprise: SAM  
Other ( \_\_\_\_\_ ): \_\_\_\_\_

**9. BONDING INFORMATION**

Bonding Company: Fidelity and Deposit Company of Maryland  
Address: 1400 American Lane  
Schaumburg, IL 06195  
Bonding Agent: Lyon Fry Cadden Insurance Agency, Inc.  
Address: 3212 Midtown Park S.  
Mobile, AL 36616  
Contact Name: Gaylord Lyon, Jr.  
Phone: 251-473-4600  
Aggregate Bonding Capacity: \$15,000,000.00  
Available Bonding Capacity as of date of this submittal: Approx. \$9,000,000.00

**10. FINANCIAL INFORMATION**

Financial Institution: Hancock Bank  
Address: 25 West I-65 Service Road N.  
Mobile, AL 36608

Account Manager: Justin Baldwin

Phone: Direct: 251-665-1614      Cell: 251-591-9959

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE  
LAST 3 YEARS

**11. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Darren Wacha

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total

amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Attached

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

None for GCU

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

None for GCU

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2018-2019</u>	EMR	<u>1.24</u>
YEAR	<u>2017-2018</u>	EMR	<u>0.79</u>
YEAR	<u>2016-2017</u>	EMR	<u>0.81</u>
YEAR	<u>2015-2016</u>	EMR	<u>0.83</u>
YEAR	<u>2014-2015</u>	EMR	<u>0.85</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2018</u>	TRFR	<u>2.35</u>
YEAR	<u>2017</u>	TRFR	<u>2.3</u>
YEAR	<u>2016</u>	TRFR	<u>0</u>
YEAR	<u>2015</u>	TRFR	<u>0</u>
YEAR	<u>2014</u>	TRFR	<u>0</u>

**13. EQUIPMENT:**

**MAJOR EQUIPMENT:**

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Gulf Coast Underground, LLC

BY: 

TITLE: President

DATED: 2/19/19

GRAVITY SEWER REHAB (2019)  
OKALOOSA COUNTY, FLORIDA

41-468

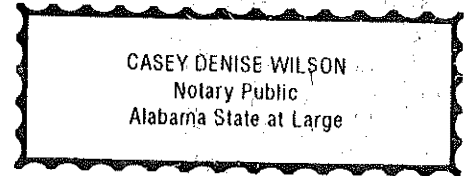
NOTARY ATTEST: Casey Denise Wilson

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 18th DAY OF February, 2019

NOTARY PUBLIC - STATE OF Alabama

MY COMMISSION EXPIRES: August 9, 2020



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A: Uncompleted Projects currently under contract

Gulf Coast Underground

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
2018 Sewer Line Rapid Assessment and Manhole Inspection	Name: Jefferson County Environmental Services Dept.  Address: 716 Richard Arrington Jr. Blvd North, Suite A300 Birmingham, AL 35203  Telephone: 205-942-0681  e-mail: N/A	Name: Tad Powell  Company: Hazen and Sawyer  Telephone: 205-547-5960  e-mail: tpowell@hazenandsawyer.com	June 2018 Estimated completion March 2019	Manhole Inspections, CCTV, Acoustic Assessment Services	In Progress	\$1,563,812.50
B1-23 Comprehensive Rehabilitation	Name: City of Dothan  Address: 126 N. Saint Andrews St. Dothan, AL 36303  Telephone: 334-615-3000  e-mail: N/A	Name: Jody Soloman  Company: Praestare Engineering  Telephone: 334-699-8703  e-mail: jsoloman@praestareengineering.com	September 2017 Estimated completion February 2019	CCTV, Manhole Rehab, CIPP, Dig Work	In Progress	\$2,394,375.00
Waveland 6 <sup>th</sup> Street Area Improvements	Name: City of Waveland  Address: 301 Coleman Ave Waveland, MS 39576  Telephone: 228-467-4134  e-mail: N/A	Name: James Buras  Company: Compton Engineering, Inc.  Telephone: 228-467-2770  e-mail: jburas@comptonengineering.com	August 2018 Estimated completion August 2019	Point Repair, CCTV & Clean, CIPP	In Progress	\$2,909,244.00

SCHEDULE A: Uncompleted Projects currently under contract

Gulf Coast Underground

<p>Wastewater Collection System Investigation and Rehab Rebid</p>	<p>Name: City of Iuka                  Address: 118 Pearl St. Iuka, MS 38852                  Telephone: 662-423-3781                  e-mail: N/A</p>	<p>Name: David Long                  Company: Cook Coggin Engineers, Inc.                  Telephone: 662-842-7381                  e-mail: davidlong@cookcoggin.com</p>	<p>November 2018                  Estimated completion                  March 2019</p>	<p>Smoke Testing, CCTV &amp; Clean, Point Repair</p>	<p>In Progress</p>	<p>\$338,087.50</p>
<p>Sewer System Improvements Project 1 (Hopkins Street Area)</p>	<p>Name: City of New Iberia                  Address: 457 East Main Street, Suite 300 New Iberia, LA 70560                  Telephone: 337-369-2300                  e-mail: N/A</p>	<p>Name: Susan Richard                  Company: Domingue, Szabo, &amp; Associates, Inc.                  Telephone: 337-232-5182                  e-mail: susanr@dsaengineering.com</p>	<p>November 2018                  Estimated completion                  April 2019</p>	<p>Point Repair, CIPP, CCTV &amp; Clean, Smoke Testing</p>	<p>In Progress</p>	<p>\$399,746.40</p>



SCHEDULE B: all projects completed within the past 5 years

Gulf Coast Underground

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
West End Sanitary Sewer Rehabilitation – Phase II	<p>Name: City of Clanton, AL</p> <p>Address: P. O. Box 580, Clanton, Alabama 35045</p> <p>Telephone: (205) 755-1105</p> <p>e-mail: N/A</p>	<p>Name: Mike Horn,</p> <p>Company: AME Engineers</p> <p>Telephone: 334-558-5742</p> <p>e-mail: mike@ame-engineers.com</p>	Ended April 2017	CIPP, CCTV, manhole rehab, and point repairs	complete	\$698,218
.. Moreauville Sanitary Sewer Rehab for Moreauville, LA	<p>Name: Village of Moreauville, LA</p> <p>Address: Moreauville, LA</p> <p>Telephone: (318) 985-2338</p> <p>e-mail: N/A</p>	<p>Name: Rene Borrel,,</p> <p>Company: Borrel Engineering, LLC</p> <p>Telephone: (318) 253-0196</p> <p>e-mail: rborrel@borrelengineering.com</p>	Ended May 2017	Pump Station Rehab, CIPP, CCTV, manhole rehab	complete	\$438,640;
.. City of Mobile, AL Drainage Improvements	<p>Name: City of Mobile, AL</p> <p>Address: Mobile, AL</p> <p>Telephone: 251-208-7411</p> <p>e-mail: N/A</p>	<p>Name: Billy Wilkerson,</p> <p>Company: McCrory Williams,</p> <p>Telephone: 251-208-7411</p> <p>e-mail: bwilkerson@mcwinc.com</p>	Ended February 2017	CCTV, CIPP, point repairs	complete	\$674,970;

SCHEDULE B: all projects completed within the past 5 years

Gulf Coast Underground

<p>.. Town of Cherokee, AL Sanitary Sewer Rehabilitation</p>	<p>Name: Town of Cherokee, AL                  Address: Cherokee, AL                  Telephone: (256) 359 – 4959                  e-mail: N/A</p>	<p>Name: Richard Edmonds,                  Company: White Lynn Collins,                  Telephone: 256-766-1051                  e-mail:</p>	<p>Ended March 2017</p>	<p>CCTV, CIPP, point repairs, manhole rehab</p>	<p>complete</p>	<p>\$594,687</p>
<p>Sewer System Improvements – Inflow/Infiltration Repairs- East Side</p>	<p>Name: City of Bunkie, LA                  Address: Bunkie, LA                  Telephone: 318-346-7663                  e-mail: cityhall@cgdsl.net</p>	<p>Name: , Brendon Gaspard,                  Company: Pan American Engineers                  Telephone: 318-473-2100                  e-mail: brendon@paealex.com</p>	<p>Ended March 2017</p>	<p>Sewer rehab, CCTV, manhole rehab, sewer main rehab</p>	<p>complete</p>	<p>\$639,140</p>

## Vehicle List

UNIT #	VEHICLE DESCRIPTION	YEAR
0001	TOYOTA TACOMA	2004
0002	CHEVROLET 1500	2010
0003	CHEVROLET 1500 (4X4)	2010
0004	CHEVROLET TAHOE	2008
0005	FORD F-150	2011
0006	FORD F-150	2013
0007	DODGE 5500	2011
0008	CHEVROLET TAHOE	2013
0009	FORD F-150	2011
0010	FORD F-550	2012
0011	FORD F-150	2013
0014	CHEVROLET 1500	2014
	NISSAN FG30HT-12 (FORKLIFT)	2001
0015	TOYOTA FJ CRUISER	2007
0200	MACK CX613 (SPECTRASHEILD)	2000
0400	KENWORTH T800 (SPECTRASHEILD)	2005
0500	KENWORTH 2115 (VACTOR)	2013
0600	GMC CUBE VAN	2001
0700	35' BIG TEX (HYDRO BLASTER)	2011
0800	18FT TRAILER CONCRETE RIG	2011
0900	KENWORTH 2115 (VACTOR)	2013
1300	FORD F-450	2013
1400	FREIGHTLINER (AMBULANCE)	2005
1500	INTERNATIONAL 9400	2007
1600	STERLING (VACTOR)	2007
1501	STERLING (JETTER)	2009
1502	MERCEDES SPRINTER VAN (RST)	2015
1503	FORD E-450 (IST CUTTER TRUCK)	2015
1504	SEWER EQUIPMENT (EASEMENT REEL)	2015
1505	ARISING INDUSTRIES 7'X16' CREW TRAILER	2015
1506	12' UTILITY TRAILER (PREP TRAILER)	2015
1507	Chevy Silverado 1500	2015
1508	Chevy Silverado 1500	2015
1509	Chevy Silverado 1500	2015
1510	Easement Reel Trailer	2015
1511	2016 Peterbuilt 348	2016
1512	RST High Cube	2016
1601	40' Reefer BOX	
1602	Ford F-350	1999
1603	Reach Forklift	
1604	Air Compressor Trailer	2016
1605	Lateral Air Compressor	
1606	Ford E350 Wet Out Truck	2015
1607	Cummins Generator	
1608	Polaris Ranger	2016
1609	Trailer (6X10)	2015
1610	Enclosed Prep Trailer	
1611	20' Trailer (CIPP)	2016
1612	STERLING VACTOR #4	2007

# Vehicle List

UNIT #	VEHICLE DESCRIPTION	YEAR
1613	Jetter Trailer (GC Affordable)	
1614	Penske Rental Reefer	2017
1615	FORD F-150	2016
1616	FORD F-150	2016
1617	FORD F-150	2016
1618	Sterling Vactor #5	
1619	GROUT TRUCK/RIG	2015
1620	Camera Van (TURD 2)	2016
1621	EASEMENT REEL TRAILER 2	2017
1622	EASEMENT REEL 2	
1623	VAC TRUCK #6 (COUSIN VAC)	2003
1624	JEEP GRAND CHEROKEE (ST)	2017
1701	Ford Transit Van (T2.0)	2016
1702	Pressure Washer (Mini HydroBlaster)	
1703	Boiler Truck International	2018
1704	Push Camera	
1705	Blue Camera Van	2002
1706	CIPP Compressor	
1707	Volvo	2018
1708	Ford F250	2017
1709	Ford F250	2017
1710	International Reefer	2018
1711	Kawasaki Loader	2005
1801	Ford F150	2018
1802	Ford F150	2018
1803	LATERAL LINING COMPRESSOR	
1805	Boiler 3 Lateral	2018
1806	Ford F250	2015
1807	Ford E350	2017
1808	Ford F150	2018
1809	Jetter Trailer 2	
1810	CIPP TRAILER	2019
1811	Ford E350	2018
1812	F-550 Reefer #4	2012
1813	Peterbilt Reefer #4	2003
1814	Vac Truck #7 Peterbilt	2013
1815	International Inversion Tower Truck	
1816	Peterbilt Reefer #5	
1817	F-550 Reefer #6	
1818	48' Reefer Trailer	
1819	185 Air Compressor #3	
1820	Envirosight Push Cam #2	
1821	Forklift #2 Wetout	
1822	Kenworth T370 Boiler	2019

# Summary of Work-Related Injuries and Illnesses



All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of ... (M)			
(1) Injuries	_____	(4) Poisonings	_____
(2) Skin disorders	_____	(5) Hearing loss	_____
(3) Respiratory conditions	_____	(6) All other illnesses	_____

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3844, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name	Gulf Coast Underground, LLC
Street	3158 Old Shell Road
City	Mobile State AL ZIP 36607
Industry description (e.g., Manufacture of motor truck trailers)	Construction
Standard Industrial Classification (SIC), if known (e.g., 3715)	
OR	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment information (If you don't have these figures, see the Worksheets on the back of this page to estimate.)	
Annual average number of employees	20
Total hours worked by all employees last year	45,358
<b>Sign here</b>	
Knowing falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	Spencer Tuell, V.P.
251, 725-0200	1/19/15
Phone	Date



# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2015  
U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Gulf Coast Underground  
City Mobile State AL

Identify the person		Describe the case				Classify the case																	
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						Enter the number of days the injured or ill worker was:						Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses						
(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)												
						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Page totals						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)  
Skin Disorder (2)  
Respiratory Condition (3)  
Poisoning (4)  
Hearing Loss (5)  
All other illnesses (6)

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2015



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

### Injury and Illness Types

Total number of...	
(M)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name	<u>Gulf Coast Underground</u>
Street	<u>3158 Old Shell Rd</u>
City	<u>Mobile</u> State <u>AL</u> Zip <u>36607</u>
Industry description (e.g., Manufacture of motor truck trailers)	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	<u>2 3 7 1 1 0</u>
Employment information	
Annual average number of employees	<u>32</u>
Total hours worked by all employees last year	<u>63,130</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u>Chris Gomet</u>	<u>President</u>
Company executive	Title
<u>251-725-0200</u>	<u>1/12/16</u>
Phone	Date



# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2016



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Gulf Coast Underground, LLC  
City Mobile State Alabama

Identify the person		Describe the case				Classify the case				Enter the number of days the injured or ill worker was:										
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Away From Work (days)		On job transfer or restriction (days)		Check the "injury" column or choose one type of illness:						
						Death	Days away from work	Remained at work		Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses					
						(G)	(H)	Job transfer or restriction	Other recordable cases							(I)	(J)	(K)	(L)	(M)
0	N/A			N/A	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Page totals						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)  
Skin Disorder (2)  
Respiratory Condition (3)  
Poisoning (4)  
Hearing Loss (5)  
All other illnesses (6)



OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year \_\_\_\_\_  
**U.S. Department of Labor**  
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. Also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or one form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Identify the person Describe the case Classify the case

(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						Enter the number of days the injured or ill worker was:					Check the "injury" column or choose one type of illness:				
					Death (G)	Days away from work (H)	Remained at work		Away From Work (days) (K)	On job transfer or restriction (days) (L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)					
							Job transfer or restriction (I)	Other record- able cases (J)												
Zack Gensemer	Laborer	08-18-17	job site, Pensacola, FL	broken leg	0	37	0	0	37	0	x									
<b>Page totals</b>					0	0	0	0	37	0	1	0	0	0	0	0				

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)  
 Skin Disorder (2)  
 Respiratory Condition (3)  
 Poisoning (4)  
 Hearing Loss (5)

OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before you fill out this Summary page. In the Log, count the individual entries you made for each category. Then write the totals below, making sure that the entries from every page of the log. If you had no cases write "0."  
 Former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. You have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's access provisions for these forms.

**Number of Cases**

Number of cases	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

**Number of Days**

Number of days from work	Total number of days of job transfer or restriction
37	0
(K)	(L)

**Number and Types of Injuries and Illnesses**

Number of...	(1) Skin Disorder	(2) Respiratory Condition	(3) Poisoning	(4) Hearing Loss	(5) All Other Injuries and Illnesses
1	0	0	0	0	0
(M)	(N)	(O)	(P)	(Q)	(R)

This Summary page from February 1 to April 30 of the year following the year covered by the form

The reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-101 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name Gulf Coast Underground, LLC

Street 3158 Old shell rd.

City Mobile State AL Zip 36607

Industry description (e.g., Manufacture of motor truck trailers)  
sewer rehabilitation

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
 \_\_\_\_\_

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
2 3 7 1 1 0

**Employment information**

Annual average number of employees 37

Total hours worked by all employees last year 86833

**Sign here**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Chris Gomei Company executive CEO Title

251-725-0200 Phone 1/25/18 Date

# OSHA's Form 301

## Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1216-0047

The Injury and Illness Incident Report is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the Log of Related Injuries and Illnesses and the accompanying Summary, these forms help the employer and OSHA develop a picture of the extent and type of work-related incidents.

Within 7 calendar days after you receive information about a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. State workers' compensation, insurance, or other programs may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by	<u>Sonya Gomez</u>
Position	<u>Risk Manager</u>
Phone Number	<u>251-725-0200</u>
Date	<u>8/18/17</u>

### Information about the employee

- 1) Full Name Zach Gensemer
- 2) Street 2711 W Belmont St  
City Pensacola State FL Zip 32505
- 3) Date of birth \_\_\_\_\_
- 4) Date hired 7/22/16
- 5)  Male  
 Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional  
\_\_\_\_\_
- 7) If treatment was given away from the worksite, where was it given?  
Facility Sacred Heart Hospital  
Street \_\_\_\_\_  
City Pensacola State FL Zip \_\_\_\_\_

- 8) Was employee treated in an emergency room?  
 Yes  
 No
- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  
 No

### Information about the case

- 10) Case number from the Log 1 (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness 8/18/17
- 12) Time employee began work ? AM/PM
- 13) Time of event ? AM/PM  Check if time cannot be determined
- 14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."  
  
Working in a manhole.
- 15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."  
A sewer plug blew and hit him in the leg.
- 16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."  
Broke his leg in multiple places.
- 17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "razor arm saw." If this question does not apply to the incident, leave it blank.  
Sewer pipe plug
- 18) **If the employee died, when did death occur?** Date of death \_\_\_\_\_

# Summary of Work-Related Injuries and Illnesses

Year 20 18



U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-C

If establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>13</u>	<u>20</u>
(K)	(L)

### Injury and Illness Types

Total number of ... (M)	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
Injuries	<u>1</u>	<u>0</u>	<u>0</u>
Skin disorders	<u>0</u>	<u>0</u>	<u>0</u>
Respiratory conditions	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name Gulf Coast Underground  
 Street 5655 Middle Rd  
 City Theodore State AL ZIP 36582

Industry description (e.g., *Manufacture of motor truck trailers*)  
sewer rehabilitation  
 Standard Industrial Classification (SIC), if known (e.g., 3713)  
1623

OR  
 North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 68  
 Total hours worked by all employees last year 170,000

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Sonya Stone Risk Manager  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: 251 725-0200 x10 Date: 1/31/19

2018  
 DART = 2.35  
 TRIR = 2.35

# Reporting of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, day from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use multiple lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Gulf Coast Undergr  
 City: Mobile State: AL

Identify the person		Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetone torch)	Remained at Work				Away from work	On job transfer or restriction	(M)					
					Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	(K)	(L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Reproductive (4)	Hearing loss (5)	All other (6)
Shawn Cook	laborer	7/24	job site	hernia from lifting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 days	10 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jodey Hall	laborer	8/6	job site	knee injury from stepping on truck	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10 days	10 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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3158 Old Shell Rd  
Mobile, AL 36607

# CHRIS GOMEL

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251.709.2120  
cgomel@me.com

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## Owner

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### PROFESSIONAL EXPERIENCE

**GULF COAST UNDERGROUND, LLC** **MOBILE, AL**  
GCU is a construction firm specializing in sewer assessment and full service rehabilitation.

*Owner* 2004-Present

- Responsible for development and implementation of GCU's growth strategy
- Overseer of estimating, project management, and overall quality of service.

**SUNCOAST INFRASTRUCTURE, INC.** **MOBILE, AL**  
Suncoast Infrastructre, Inc. is a full service sewer rehabilitation firm.

*Regional Manager* 1999-2004

- Initially responsible for acquiring sewer rehabilitation technologies, equipment and personel
- Helped procure very first construction projects
- Managed multiple sewer rehabilitation jobs concurrently in the southeast United States

### EDUCATION

**MISSISSIPPI STATE UNIVERSITY**

- Bachelor's Degree in Accouting
- Master's Degree in Taxation

### PROFESSIONAL LICENSES

#### ALABAMA

- Licence No. 42416
- Type of license: BCU4: Building construction under four (4) stories; D: Demolition; MU-S: Debris removal; MU-S: Sewer projects; MU-S: Water projects

#### MISSISSIPPI

- Licence No. 14487-MC
- Type of license: Municipal and public works construction; TV inspection of sewer lines and repair; Underground Utilities

#### GEORGIA

- Licence No. GCQA004190
- Type of license: General Contractor

#### TENNESSEE

- Licence No. 00068834
- Type of license: General Contractor

#### FLORIDA

- Licence No. CUC1225011
- Type of license: Underground utility and excavation Co.

#### LOUISIANA

- Licence No. 49568
- Type of license: Municipal and public works construction



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5655 Middle Road  
Theodore, AL 36582

# SPENCER A. TUELL, P.E.

251.472.6684  
stuell@me.com

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**President, Owner**

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## PROFESSIONAL EXPERIENCE

### **GULF COAST UNDERGROUND, LLC**

**MOBILE, AL**

GCU is a construction firm specializing in sewer assessment and full service rehabilitation.

*President*

January 2012 – Present

- Responsible for all estimating, project management, and business development in Louisiana, Georgia, Alabama, Tennessee, South Carolina, Arkansas, Mississippi and Florida
- Design/Construction lead for over 3,000,000 LF of full-service SSES projects
- Technical sales and design expert for manhole and wet well rehabilitation and trenchless pipe rehabilitation
- Handles all scheduling and management of GCU's office personnel

### **THE CROM CORPORATION**

**GAINESVILLE, FL**

A construction and engineering contracting firm specializing in the structural design and construction of AWWA D-110 Type II and III pre-stressed concrete tanks used in the storage and treatment of both water and waste water.

*Area Manager (LA/MS)*

January 2010 – January 2012

- Prepared and submitted bids for both traditional design-bid-build work as well as design-build work
- Orchestrated meetings to negotiate construction scopes and contract values while contracting directly with municipalities and utilities on design-build work
- Represented The Crom Corporation at numerous AWWA, engineering society and rural water conferences in multiple states
- Developed client relationships with consultant engineers and municipal owners alike while working in the field of technical sales for specialized tank design and construction
- Acted as the single point of contact for all work designed and constructed by The Crom Corporation within Louisiana and Mississippi

*Project Manager*

January 2007 – December 2009

- Profitably managed over 25 tank construction projects in the NE Florida and Puerto Rico territory from concept to contract to construction
- Oversaw all construction, billing, scheduling, and submittals for nearly \$20 million of contracted work in 2009, totaling more than \$40 million since 2007
- Interacted with equipment manufacturers, general contractors, consultant engineers, and municipalities in order to efficiently design, bid, and build water and waste-water construction projects
- Authored an amendable construction manual for the design and construction of Crom Corporation's patented oxidation basins

**Professional Experience, Continued**

*Construction Training/Engineer Intern* August 2005 – December 2006

- Involved in various tank construction projects as a laborer in order to develop the skills required to effectively manage projects through hands on experience of Crom Corporation's construction operations
- Gained experience in both the structural design of pre-stressed composite structures as well as the preparation of detailed construction cost estimates

**FLORIDA DEPARTMENT OF TRANSPORTATION** GAINESVILLE, FL

The State Materials Testing Laboratory is the central testing facility for the state and is responsible for testing asphalt, concrete and soils.

*Engineering Intern* August 2004 – August 2005

- Performed various soils tests such as direct shears, liquid limits, and triaxial tests, to determine soil properties for proposed road building sites
- Applied regression analysis to interpret results in order to draw comparisons between material properties of soil samples

**LICENSES**

**PROFESSIONAL ENGINEER**

State of Florida License Number: 70718  
State of Louisiana License Number: 36952  
State of Georgia License Number: 043738  
State of Tennessee License Number: 122322



5655 Middle Road Theodore, AL 36582

**Darren Wacha**  
**Vice President**

**EXPERIENCE:**

2014 - Present                      *Gulf Coast Underground*                      Mobile, AL

**Vice President**

Responsible for managing all projects and operations within GCU:

- Project documents, subcontract agreements, project planning and schedule.
- Review of shop drawings to assure conformity with project plans and specifications.
- Gather and review submittals for projects.
- Review and approve purchase orders for material procurement.
- Site visits as needed to perform project related duties, including efficiency, safety, quality control, review of budgets, etc.

2005-2014                      *The Crom Corporation*                      Gainesville, FL

**Senior Project Manager**

Responsible for managing prestressed concrete tank projects in the southeastern United States as prime contractor and subcontractor, including:

- Project documents, subcontract agreements, project planning and schedule.
- Directing CAD operators in the preparation of shop drawings.
- Review of shop drawings to assure conformity with project plans and specifications.
- Gather and review submittals for projects.
- Review and approve purchase orders for material procurement.
- Site visits as needed to perform project related duties, including efficiency, safety, quality control, review of budgets, etc.
- Companywide training of Shotcrete Nozzlemen for ACI certification.

Largest projects managed; Baton Rouge, LA, \$25,500,000, constructed on time and under budget. Also responsible for management and continual development of all "Tilt-Up" and Polyethylene lined projects. Major lined projects include: Ottawa, ON; DuPont Tate & Lyle Bio Products, Loudon, TN; King's Bay Naval Submarine Base, St. Mary, GA; DOE Savannah River Site in Aiken, SC.

1995-2005                      *The Crom Corporation*                      Gainesville, FL

**Safety & Training Manager**

Responsible for corporate safety and craft training for over 400 field and 50 shop employees.

- Authored the corporate Safety Manual, Construction Manual and Policy and Procedures Manual.
- Responsible for enforcing Federal, State, Owner and Corporate safety policies on over 80 projects per year in the Southeastern United States.
- Worked with the Safety Director on all Workers' Compensation aspects.
- Acted as liaison between management and field employees and performed many

Human Resources duties. (did not have a HR department)

- Responsible for maximizing personnel and crew efficiency.

1984–1995 Jacksonville, FL, Gainesville, FL, Broward County, FL

**Superintendent , Carpenter, Self Employed**

- Two years as Superintendent for residential builder.
- Framing Carpenter and self employed in the metal framing and roofing trades
- Built 4 custom homes as contractor, self performed several trades.

**Education:**

1995 University of Florida Gainesville, FL

**Bachelor of Science in Building Construction, with Honors**

- Strong background in physical sciences, electrical, and graduate level safety.

**Professional:**

Florida Contractor License (inactive) CGC1516386, OSHA 30-Hour Course for Construction, Completed the OSHA Course #500, *Trainer Course in OS&H for the Construction Industry*, Completed the Principles of Safety Management Program at the North Central Florida Safety Council, Certified Instructor for the National Center for Construction Education and Research (NCCER) Core Curricula, First Aid and CPR Certified, ACI Wet-Mix Nozzleman Certification, ACI Tilt-Up Supervisor Certification



**CURED IN PLACE PIPE - PARTIAL RECORD OF EXPERIENCE**

Engineer/Client	CITY, STATE	PROJECT SCOPE	TOTAL PROJECT VALUATION	YEAR	Phone	Contact
Nix Unger Construction	Atlanta, GA	250 LF of 18" CIPP Lining (Storm)	\$51,500	2015	470-363-5831	Michael Kopf
Lynn Haven, FL	Lynn Haven, FL	300 LF of 8" (Sanitary)	\$20,000	2015	850-814-2591	Stephen Price, PE
City of Prattville	Prattville, AL	1460 LF of 8" (Sanitary)	\$10,000	2015	334-313-3524	Jae Gray
DMO Engineers	Grove Hill, AL	5300 LF of CIPP Lining (Sanitary)	\$315,000	2015	334-222-1849	Paul Darnell, PE
CDG Engineers	Gantt, AL	500 LF of 42" CIPP Lining (Storm)	\$150,000	2015	334-488-3617	Scott Trutt, PE
DMO Engineers	Florida, AL	7200 LF of CIPP Lining (Sanitary)	\$300,000	2015	334-222-1849	Paul Darnell, PE
City of Biloxi	Biloxi, MS	200 LF of 18" CIPP Lining (Storm)	\$20,000	2016	228-435-6265	Robert Smith
Maxwell AFB	Montgomery, AL	3500 LF of CIPP Lining (Sanitary)	\$300,000	2016	334-335-3800	Dwight Faulk
Panhandle Engineering	Lynn Haven, FL	4200 LF of CIPP Lining (Sanitary)	\$250,000	2016	850-814-2591	Stephen Price, PE
Brown, Mitchell, Alexander	PascAGOULA, MS	1900 LF of 24" and 5,800 LF of 8" (Sanitary)	\$380,000	2016	228-762-9899	Tim Miles
Dungan Engineering	Prentiss, MS	2,200 LF of 8" and 1,400 LF of 21" (Sanitary)	\$320,000	2016	601-731-2600	Larry Daley
City of Lynn Haven	Lynn Haven, FL	810 LF of 30" and 30" (Storm), 200 LF of 15" - 18"	\$142,000	2016	850-265-7338	Bobby Baker
Jacob Rios State Park	Long Island, NY	700 LF of 30" (Storm)	\$300,000	2016	850-381-5051	Ean Williams
GMW Engineers	Crossville, TN	3,000 LF of 8" and 2,770 LF of 24" (Sanitary)	\$1,100,000	2016	615-366-1600	Barry Cloy
Telegraph Engineering	Milan, TN	2500 LF of 8" CIPP (Sanitary)	\$305,000	2016	731-613-2034	Angelia Howard
Pan American Engineers	Bunkie, LA	3800 LF of 8" CIPP (Sanitary)	\$695,000	2016	338-473-2100	Brendon Gaspard, PE
Rene Borrel Consulting	Moreauville, LA	4500 LF of 8" CIPP (Sanitary)	\$440,000	2016	338-253-0198	Ralph Cope
City of Lafayette	Lafayette, LA	540 LF of 36" and 60 LF of 15" (Storm)	\$125,000	2016	337-342-9442	Joseph Carnell
AME Engineers	Clanton, AL	11,000 LF of 8" - 10" CIPP (Sanitary)	\$620,000	2016	334-558-5742	Mike Horn
McCrony & Williams	Mobile, AL	1,600 LF of 15" - 48" (Storm)	\$500,000	2016	251-604-5840	Billy Wilkerson, PE
Goodwyn Mills Cawood	Troy, AL	3,500 LF of 12" - 24" (Storm)	\$250,000	2017	334-798-5147	Billy Carpenter
Engineering Services, Inc	Winona, MS	7,400 LF of 8" and 250 LF of 15" (Sanitary)	\$250,000	2017	601-939-8737	Allen Scott, PE
Manchac Consulting	Bossier City, LA	180 LF of 8" (Sanitary)	\$18,000	2017	918-458-6821	David Lawler
Duplantier Design Group	Carencro, LA	4,000 LF of 8" (Sanitary)	\$120,000	2017	337-849-6989	Buster Broussard
Lafayette Utilities	Lafayette, LA	200 LF of 8" (Sanitary)	\$9,500	2017	337-291-5751	Mike Rhodes
Bryant Hammett and Associates	Ferriday, LA	1600 LF of 8" (Sanitary)	\$450,000	2017	338-757-6576	Keith Capdepon
Lamar Park Water	Hattiesburg, MS	800 LF of 8" (Sanitary)	\$25,000	2017	601-264-5933	Wesley Hodges
Compton Engineering	Ocean Springs, MS	15,100 LF of 8" (Sanitary)	\$1,100,000	2017	228-752-3970	James Douglass
Panama City Beach	PCB, FL	350 LF of 12" (Sanitary)	\$18,000	2017	850-258-2450	Tommy Pate
Poly Engineering	Okaloosa County, FL	850 LF of 8" (Sanitary)	\$25,000	2017	850-609-1100	Beth Brant, PE
Lafayette Utilities	Lafayette, LA	750 LF of 8" & 10" (Sanitary)	\$38,000	2017	337-291-5877	Brent Thibodeaux
Lockport, LA	Lockport, LA	18,500 LF of 8" - 12" (Sanitary)	\$1,300,000	2017	985-876-6380	Melanie Caillouet, PE
Blankenship Contracting	Dodhan, AL	4800 LF of 8" (Sanitary)	\$150,000	2017	334-798-5147	Billy Carpenter
AIMS Group, Inc.	Harahan, LA	13,650 LF of 8" and 12" (Sanitary)	\$1,400,000	2017-2018	504-887-7045	Harry DeLeo, PE
City of Biloxi	Biloxi, MS	700 LF of 18" (Storm)	\$50,000	2017	228-435-6265	Robert Smith
Neel Schaeffer	Columbus, MS	1250 LF of 8" and 1500 LF of 18" (Sanitary)	\$160,000	2017	662-328-4460	John Cunningham, PE
Lynn Haven, FL	Lynn Haven, FL	850 LF of 24" - 30" (Storm)	\$125,000	2017	850-265-5989	Bobby Baker
City of Lafayette	Lafayette, LA	365 LF of 30" and 250 LF of 15" (Storm)	\$120,000	2017	337-342-9442	Joseph Carnell
City of Jackson	Jackson, MS	530 LF of 8" (Sanitary)	\$25,000	2017	601-957-0999	Jim Stewart, PE
City of Long Beach	Long Beach, MS	370 LF of 8" (Sanitary)	\$20,000	2017	228-863-0667	David Ball, PE
Engineers of the South	Prattville, AL	900 LF of 6" - 15" (Sanitary)	\$100,000	2017	205-516-0816	Greg Thompson, PE
Mott MacDonald	Springfield, FL	19,000 LF of 8" (Sanitary)	\$1,005,000	2017-2018	850-596-0601	Steve Summerbell
Maura Coley	Point Clear, AL	300 LF of 36" (Storm)	\$56,000	2017	251-622-3958	Maura Coley
ALDOT	Clio, AL	70 LF of 24" (Storm)	\$35,000	2017	334-315-0217	Randy Hall
Jefferson County	Birmingham, AL	1700 LF of 8" (Sanitary)	\$45,000	2017	205-281-2555	Tad Powell, PE
CDG Engineers	Blountsville, AL	1150 LF of 8" (Sanitary)	\$320,000	2017	334-782-0117	Jeff Harrison, PE
SPT Contractors	Dyer, TN	1100 LF of 10" and 12" (Sanitary)	\$60,000	2017	731-413-8917	Bill Scallions
DW Jessen Engineering	Lake Charles, LA	1780 LF of 24" (Sanitary)	\$330,000	2017	337-540-1712	Kevin Heise
McElhenney Construction	Mobile, AL	470 LF of 18" and 670 LF of 24" (Storm)	\$80,000	2017	251-599-1145	Ben Russell
Southern Engineering Consultants	Geneva, AL	65 LF of 36" (Storm)	\$35,000	2017	334-222-1849	DeAnn Grantham, PE
Stigall Engineering	Middleton, TN	1,775 LF of 8" (Sanitary)	\$150,000	2018	615-460-7515	Robert Stigall, PE
Panhandle Engineering	Lynn Haven, FL	5,200 LF of 8" and 10" (Sanitary)	\$150,000	2017-2018	850-814-2591	Stephen Price, PE
Preastare	Dodhan, AL	28,465 LF of 8" - 12" (Sanitary) - Ongoing	\$280,000	2018	334-701-1001	Jody Solomon, PE
Blankenship Contracting	Newton, AL	.365 LF of 8" (Sanitary)	\$20,500	2018	334-798-5147	Billy Carpenter
Blankenship Contracting	Blakely, GA	1650 LF of 8" (Sanitary)	\$55,000	2018	334-798-5147	Billy Carpenter
Panhandle Engineering	Lynn Haven, FL	25,165 LF of 8" - 12" (Sanitary) - Ongoing SRF	\$1,500,000	2018	850-814-2591	Stephen Price, PE
Mott MacDonald	Springfield, FL	300 LF of 24" (Storm)	\$45,000	2018	850-596-0601	Steve Summerbell
Pickering Engineering	Gulfport, MS	2,500 8" (Sanitary)	\$70,000	2018	228-229-5021	Andy Phelan, PE
Garner Russell Engineering	Long Beach, MS	4,275 LF of 8" and 10" (Sanitary)	\$160,000	2018	228-863-0667	David Ball, PE
McCrony & Williams	Mobile, AL	1,400 LF of 15" - 36" (Storm)	\$500,000	2018	251-604-5840	Billy Wilkerson, PE
Macon Water Authority	Macon, GA	1,700 LF of 21" Sanitary	\$315,000	2018	478-464-5661	Monte Tolleson
City of Gulfport	Gulfport, MS	370 LF of 8" (Sanitary)	\$18,000	2018	228-868-5740	Wayne Miller, PE
Smith Industrial Services	Bay County, FL	428 LF of 10" (Sanitary)	\$45,000	2018	850-527-3566	Jason Reagan



5655 Middle Road Theodore, AL 36582  
Cell: 251-472-6684  
Fax: 866-720-9834  
STuell@gulfcoastunderground.com

February 19, 2019

Ms. DeRita Mason  
Okaloosa County Purchasing Department  
101 James Lee Boulevard, Room 282  
Crestview, FL 32536

*Submitted with Bid proposal pursuant to the requirements of section 02750 part 1.05*

Re: Chemical Grout Qualification

Dear Ms. Mason:

Gulf Coast Underground would like to thank you for the opportunity to bid this project. In keeping with the requirements of the above referenced specification section, we are submitting information regarding our chemical grouting qualifications with our Bid Proposal. The items are numbered as they are found in the specification for ease of review:

1. Gulf Coast Underground, LLC – 5655 Middle Rd, Theodore, AL 36582 – (251) 725-0200
2. Project Manager – Robert Lindley  
Superintendent – Ryan Mills
3. Proposed products (additional information attached):
  - a. Grout Materials and Additives Supplier – Avanti (products as specified)
  - b. Packers - Logiball
4. Documentation of Certification – See attached
5. Partial Record of Experience Reference List – See attached
6. Avanti is listed by specification and has a successful case history of over 40+ years
7. I certify that, to the extent of my knowledge, the information presented herein is true and accurate and that the supervisory personnel will be directly involved with and used on the Project. (Signed below)

Should you require any additional information, please do not hesitate to call/email.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Tuell", written over a white background.

Spencer Tuell, PE  
President

Phone  
(251) 725-0200

Fax  
(866) 471-2753

Web  
[www.gulfcoastunderground.com](http://www.gulfcoastunderground.com)



# AVANTI

Stop leaks. Stabilize soil.  
Control groundwater. Permanently.

Physical: 1100 Hercules Ave. Suite 320 - Houston, TX 77058

Mailing: P.O. Box 58448 - Webster, TX 77598

P: 800.877.2570 F: 281.486.7300

[www.AvantiGrout.com](http://www.AvantiGrout.com)

July 17, 2017

Spencer Tuell  
Gulf Coast Underground  
3158 Old Shell Road  
Mobile, AL 36607

To Whom It May Concern:

This letter is to confirm that Gulf Coast Underground is an approved Avanti International chemical grout applicator. Their grouting staff are trained, certified, and experienced in the use and handling of AV-100 and all related products.

If you have any questions concerning this or other matters, please feel free to contact me at 800-877-2570 or via email at [michael.harada@avantigrout.com](mailto:michael.harada@avantigrout.com).

Sincerely,

Michael Harada  
Avanti International  
Senior Service and Support Specialist



# AVANTI

AvantiGrout stops leaks. Permanently.

Rev02.2012

## TECHNICAL DATA SHEET

# AV-100 CHEMICAL GROUT

GRANULES / LIQUID CHEMICALLY REACTIVE GEL

### DESCRIPTION

AV-100 is an ultra-low viscosity chemically reactive gel available as either granules or liquid. Having the same viscosity as water, AV-100 can permeate anywhere water can travel and cures within a controllable time frame anywhere from 5 seconds to ±10 hours. Once it cures, it creates an effective, long-lasting water barrier while providing superb soil stabilization.

### APPLICATION

- Stops water infiltration into manholes, sanitary and storm sewer mainlines, joints, laterals, tunnels, mines, and various other geotechnical applications and underground structures by stabilizing external substrate
- Ground modification/slope stability for prevention of landslides, erosion, or any place where site conditions or project requirements dictate modification of the existing soil properties

### FEATURES AND BENEFITS

- Thinnest product on the market
- Can be injected through remote packer equipment
- Controllable reaction times from seconds to hours
- Will not undergo syneresis
- Half-life of 362 years as determined by U.S. Dept. of Energy
- No suspended solids
- Higher strength compared to acrylates
- Greater longevity compared to silicates
- Available in granular or liquid form

### GROUTING TECHNIQUES

- Tube-a-manchette (TAM) Grouting
- Probe Grouting
- Curtain Grouting
- Remote Packer

### HOW IT WORKS

AV-100 is injected using a stainless steel, dual-component pump from two containers (see mix procedure). Injecting a 1:1 ratio into the soil or external substrate will produce a strong, impermeable gel obtained via a copolymerization reaction. Additives are available to modify the reactions and cured gel characteristics.

### OPTIONAL ADDITIVES

- AC-50W Root Inhibitor – inhibits future root growth (add to grout tank)
- AV-267 Icosec – Increases strength and adhesive qualities (add to grout tank)
- KFe (Potassium Ferricyanide) – extends gel time (add to grout tank)
- AV-105 Gel Guard – reduces freezing point (add equal amounts to both tanks)
- Dyes – used extensively for tracking grout flow

### PACKAGING

- 270 gallon (1022 L) totes, 2300 lb (1045 kg) each
- 50 lb (22.7 kg) bags, 24 bags/pallet, gross weight 1300 lb (590 kg)
- 15 gallon (56.8 L) drums (liquid), 135 lb (61.2 kg) each – 9 drums/pallet

### SHIPPING

- Motor class 77.5
- Hazard class 6.1
- Motor freight available
- Air freight available

### PROPERTIES\*

#### UNCURED (solid)

Appearance:	White granules
Specific Gravity:	1.15 @ 72°F (22°C) ±3%
Bulk Density:	1938 lb/yd <sup>3</sup> ± 3% (1150 kg/m <sup>3</sup> ± 3%)
Toxicological:	See MSDS

#### UNCURED (liquid)

Appearance:	Clear water-white liquid
Viscosity:	1 – 2 cP @ 72°F (22°C) in solution
Specific Gravity:	1.04 @ 72°F (22°C) ± 3%
Weight:	8.66 lb/gal ± 3% (1.038 kg/L ± 3%)
Toxicological:	See MSDS

#### CURED

Appearance:	Clear gel mass/translucent
Hydraulic:	< 10 <sup>-9</sup> m/s
Conductivity:	
Static Pressure:	120 psi (2585 kPa)
Toxicity:	Non-toxic

\*Laboratory Results

### MIX PROCEDURE (See Mixing Instructions)

Tank A: Add 10 gallons (37.8 L) of water, add one bag (granules) or one liquid drum of AV-100 to solution, add 0.5 gallons (1.9 L) of AV-101 and fill with water up to 30 gallons. Tank B: Add 10 gallons (37.8 L) of water, add 5 lbs (2.27 kg) of AV-102, and then bring to 30 gallons with water. Makes a 60 gallon (227 L) batch. Note: Ingredients are only compatible with stainless steel or plastic.

### PERFORMANCE

Performance will be influenced by site conditions. If site temperatures are low, heat the product to recommended operating temperatures of 60°F – 100°F (16°C – 38°C). Decreasing pH may extend cure time. High minerals/metals content may adversely effect gel time. Refer to AV-100 Technical Manual for complete product information.

### CLEANING PRODUCTS

Use water with light detergent.

### STORAGE

Store in temperatures within or near 60°F – 100°F (16°C – 38°C) in a dry atmosphere.

### SAFETY

Use of AV-100 is authorized by Avanti International only after completion of the required Safe Operating Practices Program (SOPP). Always use OSHA-approved personal protective equipment (PPE). Refer to the MSDS for complete safety precautions. The MSDS, mixing instructions, and Technical Manual are available by request or via download at [www.AvantiGrout.com](http://www.AvantiGrout.com).

### NOTICE

The data, information and statements contained herein are believed to be reliable, but are not construed as a warranty or representation for which Avanti International assumes any legal responsibility. Since field conditions vary widely, users must undertake sufficient verification and testing to determine the suitability of any product or process mentioned in this or any other written material from Avanti for their own particular use. NO WARRANTY OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE. In no case shall Avanti International be liable for consequential, special, or indirect damages resulting from the use or handling of this product.





# Acrylamide Chemical Grout (AV-100) Frequently Asked Questions

Since 1978, Avanti International has been dedicated to helping the environment and "Supporting Green" not only by supplying the highest quality chemical grouts but also by educating contractors, municipalities, and engineers on the most cost-effective techniques used to protect the environment, increase the lifespan of buried infrastructure, and keep below-grade construction projects moving forward. The purpose of this document is to answer questions and provide factual information about acrylamide chemical grout: AV-100.

## What is AV-100 grout?

AV-100 is a blend of acrylamide monomer (AM) and methylenebisacrylamide (MBA). AV-100 is injected as a two (2) component system, which has the same viscosity as water and changes from a liquid to a solid, firm gel in a controllable time frame ranging from 5 seconds to 10+ hours. AV-100 is a true solution grout (has no suspended solids) and is designed to be injected underground to control or stop the flow of groundwater.<sup>1</sup>

## What additional components are required to cure acrylamide (AV-100) grout?

In addition to the AV-100 grout, AV-101 Catalyst T+ (triethanolamine) and AV-102 AP (ammonium persulfate) are required. AV-101 Catalyst T+ is an organic chemical compound used as an activator for the grout; AV-102 AP is the initiator which triggers the reaction.<sup>1</sup>

## Where is acrylamide grout used?

AV-100 Chemical Grout was Avanti's first product and remains the product of choice for many owners and contractors for the control of groundwater, hazardous waste encapsulation and the sealing of entire sewer systems, underground transit systems, mine shafts and tunnels. The product can be injected via remote packer, tube-a-manchette, probe, hand-held injection wand, or F-assembly.

## How long has acrylamide grout been in use?

Acrylamide has been used in the construction and rehabilitation industry for over 60 years. Its first use in the U.S. was in the 1950's for soil stabilization.<sup>2</sup>

## Was the use of acrylamide chemical grout ever banned in the U.S.?

The use of acrylamide grout has never been banned. In a notice dated December 2, 2002, the EPA announced the withdrawal of a proposal that would have banned grouts containing acrylamide and the acrylamide derivative N-methylacrylamide (NMA). After being educated on the safety and benefits of these products the EPA withdrew the proposal with the knowledge that specific worker safety training was available. Avanti continues to offer Safe Operating Practices and Procedures (SOPP) training to ensure that those handling the products know how to handle them safely.

## Is acrylamide toxic?

Pure acrylamide is considered a neurotoxin. Therefore when handling AV-100, a combination of acrylamide monomer (AM) and methylenebisacrylamide (MBA), proper PPE should be worn. However, it's important to note that acrylamide has a higher LD<sub>50</sub> than everyday substances such as aspirin and caffeine.

In toxicology, the LD<sub>50</sub>, or median lethal dose of a substance, is the dose required to fatally affect 50 percent of the members of a test population after a specified test duration. The LD<sub>50</sub> for a given substance is expressed as the mass of an administered substance per unit mass of test subject. For example: milligrams per kilogram of body weight. An LD<sub>50</sub> of less than 5,000 is considered toxic; therefore, the lower the LD<sub>50</sub> the more lethal the substance.<sup>3</sup>

The table below presents the acute oral LD<sub>50</sub> (rat) of acrylamide in comparison with other familiar substances.<sup>4,5</sup>

Substance	LD <sub>50</sub> (mg/kg)
Unleaded Gasoline	18
Caffeine	192
Aspirin	200
Acrylamide Liquid	528
Table Salt	3,000

## Is the cured AV-100 grout biodegradable?

AV-100 is designed as a long-term solution. Studies conducted by the US Department of Energy indicate that the half-life in the soil of properly applied AV-100 is 362 years.<sup>6</sup>

## How fast does acrylamide (AV-100) grout cure?

The reaction time is controllable from 5 seconds to 10+ hours.

## Is acrylamide found elsewhere?

Acrylamide is in our everyday diet. According to the Food and Drug Administration, acrylamide is a chemical that can form in some foods during high temperature cooking processes, such as frying, roasting and baking. Acrylamide in food forms from sugars and an amino acid (asparagine) that is naturally present in foods.<sup>7</sup>

## Is acrylamide classified as a carcinogen?

No. According to the International Agency on Research for Cancer, IARC, acrylamide is listed under category "Group 2A: Probably Carcinogenic to Humans." Other known substances listed under the same category consist of diesel engine exhaust, emissions from high temperature frying, and emissions of burning wood to name a few.<sup>8</sup>

## If over exposed, does acrylamide stay in the body?

Acrylamide does not build up in the body like lead. Once removed from exposure, acrylamide is excreted from the body as metabolites in the urine.<sup>9</sup>

## Is there any health or environmental risk associated with the cured AV-100?

Once AV-100 has cured, the gel is inert, non-toxic, stable, and irreversible.

## Does acrylamide grout harm the environment?

Microorganisms in soil and natural waters assimilate unreacted acrylamide molecules.<sup>9</sup> Additionally, dyes are frequently added to track the individual components during the injection process. In the event of a spill, the grout should be cured and disposed of, the site neutralized with potassium persulfate and sodium metabisulfite solutions, and then rinsed with water.

## Is safety training available?

Since 1978, Avanti has offered a Safe Operating Practices Program for contractors who store and use the AV-100 components.

## Conclusion:

While proper care and precautions are necessary when handling any chemical, AV-100 and other well-known chemical grouts are safely and successfully used throughout the world everyday. If you have questions or need further information please feel free to contact Avanti International directly or review over 90 project case studies available at [www.AvantiGrout.com](http://www.AvantiGrout.com).

## References:

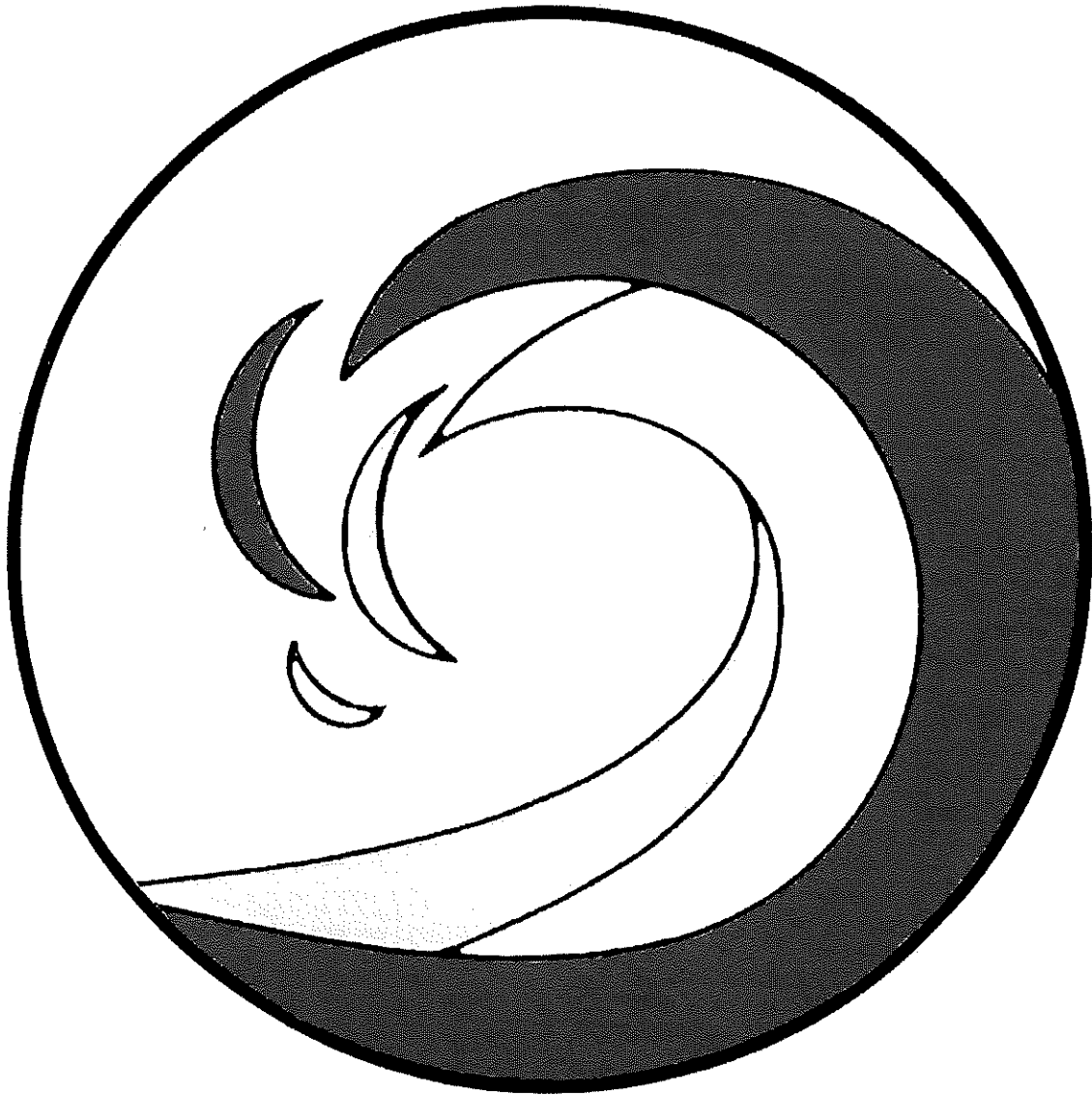
1. AV-100 Chemical Grout, Tech Data Sheet, Avanti, 2005.
2. Karol, Ruben, "Chemical Grouting and Soil Stabilization, 3rd Edition", Marcel Dekker, Inc., New York, NY, 2003.
3. Wikipedia, "Median Lethal Dose", [http://en.wikipedia.org/wiki/Median\\_lethal\\_dose](http://en.wikipedia.org/wiki/Median_lethal_dose), October 2011.
4. Safety, MSDS for Unleaded Gasoline, Caffeine, Acetylsalicylic Acid (Aspirin), and Sodium Chloride.
5. U.S. Environmental Protection Agency, "Chemical Summary of Acrylamide", EPA 749-F-94-005a, September, 1994.
6. B.P. Spalding, S.Y. Lee, C.D. Farmer, L.K. Hyder, and P. Supaokit, "In Situ Grouting of Buried Transuranic Waste with Polyacrylamide", Oak Ridge National Laboratory, Oak Ridge, Tennessee, 1992.
7. U.S. Food and Drug Administration, "Acrylamide Questions and Answers", <http://www.fda.gov/Food/FoodSafety/FoodContaminantsAdulteration/ChemicalContaminants/Acrylamide/ucm053569.htm>, 2009.
8. International Agency for Research on Cancer, "Agents Classified by the IARC Monographs, Volumes 1-102", <http://monographs.iarc.fr/ENG/Classification/ClassificationsAlphaOrder.pdf>, June 2011.
9. AM-9 Chemical Grout Field Manual, Fourth Edition, March 1976, American Cyanamid Company, Wayne, New Jersey.



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**AVANTI  
INTERNATIONAL**

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**TECHNICAL MANUAL**  
**AV-100 Chemical Grout**

## Product Descriptions

### AV-100 Chemical Grout

AV-100 Chemical Grout is a mixture of three or more water soluble chemicals which produce stiff gels from properly catalyzed solutions. AV-100 is also the name of the base chemical in the mixture.

### AV-101 Catalyst T+

AV-101 Catalyst T+ acts as a buffer and sometimes appears to act as a catalyst in the AV-100 gel mix. Triethanolamine (TEA) is the primary ingredient in AV-101 Catalyst T+. The proprietary blend of other additives with the TEA makes up a liquid which actually functions as an activator for the reaction. These other ingredients allow field use of AV-101 in cold weather without the annoying occurrence of crystallization or "freezing" to which normal TEA is subject.

### AV-102 Catalyst AP

AV-102 Catalyst AP (ammonium persulfate) is a granular material and a strong oxidizing agent. It is the initiator that triggers the reaction. The gel time begins with its addition. Generally, AP is dissolved in water and added as a 1 to 3 percent solution to the AV-100 Chemical Grout solution through a separate pump.

## Special Additives

### AV-105 Ethylene Glycol

AV-105 Ethylene Glycol is a clear liquid which is added to the AV-100 mix when protection against freezing temperatures or dehydrating conditions is required for the gel.

### AV-257 Icosect

AV-257 Icosect is a white milky liquid which can be added to the AV-100 Chemical Grout mix to achieve increases in compressive and tensile strength as well as superior elongative potential in the gel. Do not add to AP Tank.

### Potassium Ferricyanide (KFe)

Potassium Ferricyanide (KFe) is a reddish, granular material used to extend the gel time. It behaves as an inhibitor in very small quantities and must be used cautiously. KFe does not affect the strength of the final gel when used in the recommended concentrations.

## Buffers

Buffers are chemicals used to control pH in AV-100 solutions. In a few rare cases, acidic water needs buffers to bring the pH to 8. AV-100 solutions can be gelled at high temperatures with ammonium persulfate alone, and in this case buffers will almost always be required; disodium phosphate heptahydrate (DSP) is recommended, although sodium carbonate may be used in soft water.

## Root Inhibitors

### BARRIER 50W

The AVANTI dichlobenil product is BARRIER 50W, a powder containing 50% active dichlobenil and 50% inert filler to keep the dichlobenil in suspension. BARRIER 50W should be used in the 400 ppm range. It is available in four-pound packages, packed six bags per case.

Do not add solutions containing metam sodium to any grout solution.

### Using BARRIER 50W with AV-100 Chemical Grout

The manufacturer recommends incorporation of 0.04% BAR-

RIER 50W in the grout mixture. To do this in a sewer grouting rig using two 30-gallon grout tanks, add 0.2 pounds (3.2 oz.) of BARRIER 50W to about one gallon of water in a small container. Stir completely, and pour this mixed concentrate into the AV-100 tank. This mixture gives a concentration of about 400 ppm in a 60-gallon batch of AV-100 Chemical Grout.

## Chemical Reactions

### Catalyst Concentration

Changes in concentration of one or all of the catalysts of the mixture have a very significant effect on gel times. Too much KFe or too little AP or Catalyst T+ will produce weak gels or no gel at all. Excess AP may reduce pH to the point where a gel will not form. The recommended lower limits are 0.25% for AV-101 Catalyst T+ and 0.2% for AV-102 Catalyst AP. The upper limit for KFe is 0.035%.

### Temperature

Unless otherwise noted in this manual, temperature always refers to the temperature of the AV-100 Chemical Grout solution. If the formation temperature or the temperature of the area through which grout hoses pass is very different from the solution temperature, adjustments in gel time estimates may be necessary.

Gel times increase when temperature falls and decreases when temperature rises. As a rough rule of thumb, the gel time is reduced by half if the temperature goes up 10 degrees Fahrenheit. When short gel times at low temperatures are needed, warming the grout solution may be more economical than large amounts of catalyst, but the solutions must be stirred while the heaters are in use.

### pH

The solution pH may affect the gel time. Up to about a one-hour gel time, the pH should be in the range of 7 to 11. Except under very unusual conditions (presence of large amounts of acid), AV-101 Catalyst T+ maintains the pH between 8 and 9. Gel times become long and indefinite below a solution pH of 6.5.

When very long gel times are needed, especially in acid groundwater conditions, pH is maintained above 7 by a buffer such as disodium phosphate heptahydrate (DSP). Acid water usually leaches out minerals. These minerals may compensate for the low pH and in some cases cause faster than normal gel times.

The pH of AV-100 is 4.5 to 5.0 (uncatalyzed).

### Air

AV-100 solutions should be mixed gently because air entrained by vigorous mixing will lengthen gel times. Bubbler mixers should not be used.

### Metals

Certain metals such as iron, copper, and copper alloys accelerate gel times. If iron mixing tanks must be used, they should be coated to prevent rust.

### Mix Water

Either groundwater or local drinking water may be used for mixing a solution, depending on which is most suitable. Because many of the variables which influence gel time are related to the characteristics of the mix water, gel times should be verified by tests with the water which will be used in a particular application.

### Sunlight

The ultraviolet rays in direct sunlight can cause gelation of AV-100 solutions. To avoid this, cover the tanks.

### Hydrogen Sulfide

Hydrogen Sulfide has a very complicated effect on AV-100 Chemical Grout. In general, it acts as an accelerator under ordinary working conditions.

### Salts

Salts, such as sodium chloride, calcium chloride, sulfates, and phosphates, have an accelerating effect. The amount of acceleration depends on salt concentration and should be measured by a field test. Salts may also increase gel strength.

Certain salts, such as calcium chloride, decrease the water loss rate from gels under dehydrating conditions. Salts may also change the pH of the solution and will affect the gel time.

### Freezing

Freezing of AV-100 solutions has little effect on their activity after thawing. To avoid freezing during application, salt or AV-105 Shrink Control Agent may be added. The effect that these additives have on the gel time must be checked.

Tests indicate that repeated freeze-thaw and complete wet-dry cycles will cause eventual deterioration of stabilized soil masses due to the rupture of gel-soil bonds. The effects of partial wet-dry cycles are less severe, and the effects of normal ambient temperature variations above freezing are negligible.

Beware of attempts to inject AV-100 solutions into frozen formations. Any water already in the zone to be grouted will be solid ice into which the liquid solution will probably not penetrate. This may be very important when grouting shallow sewers during the winter.

### Particulate Materials

Most insoluble materials, such as clay, bentonite, and diatomaceous earth slow down gelation. If such fillers are used, the concentration of AV-101 Catalyst T+ must be increased.

## Properties of AV-100 Chemical Grout

Understanding the properties of AV-100 Chemical Grout in its various forms from initial chemical components that make up the product to the in-place final gel is important. An awareness of the inherent hazards of handling any chemical component can minimize potential dangers to workers and the environment by assuring proper application of a product. Strict adherence to the SAFE OPERATING PRACTICES PROGRAM is critical and will assure safe and successful application programs.

### Handling of Solid AV-100 Chemical Grout

Skin which comes in contact with solid AV-100 should be washed immediately in running water, and dust inhalation should be avoided. Use the same protective measures as described below under "Handling of AV-100 Solutions". Avoid rough handling of AV-100 containers to prevent spilling.

Solid AV-100 is shipped in disposable containers and should be stored in the original containers until used. Empty containers should be buried in an approved landfill and not used for any other purpose.

### Corrosiveness

AV-100 solutions containing AV-101 Catalyst T+ are non-corrosive to common steels, aluminum, brass and rubber.

To protect against skin irritation from AV-101 Catalyst T+, operators should wear glasses and rubber gloves. Spills on the skin should be washed off with water. In case of contact with eyes, wash the eyes immediately for at least 15 minutes with plenty of water and then seek proper medical attention.

AV-102 Catalyst AP is a strong oxidizing agent and should always be handled with glasses and rubber gloves. Skin areas which have come in contact with AP should be washed with water. If spilled on clothing, AP will discolor or make holes in some fabrics.

### Solubility

At normal temperatures, AV-100 solutions up to 40% are easy to prepare. Catalyst and inhibitors also dissolve easily at concentrations which are much higher than those normally used. Sodium carbonate will dissolve easily in sufficient amounts to bring the solution pH up to 10. Disodium phosphate requires vigorous mixing.

### Stability

AV-100 powder will retain its properties for years at temperatures below 70°F (21°C) if stored dry in the original containers. Storage at higher temperatures will cause small insolubles to form and may cause small changes in gel time. After filtering, AV-100 solutions which contained insolubles are acceptable for use.

AV-102 Catalyst AP and AV-101 Catalyst T+ may be stored in their original unopened containers for a year or more. AV-102 deteriorates (weakens) upon repeated exposure to air.

### Toxicity

AV-100 in its powder form (uncatalyzed) is a neurotoxin with LD<sub>50</sub> approximately 250 mg/kg of body weight (rat). It can enter the body through the nose, mouth or skin. Contact by these means should be avoided, and clean-up promptly achieved in case of an accident.

AV-100 in its coagulated gel form contains almost no acrylamide, and in coagulated form may be thought of as completely non-toxic.

Standard protective clothing should be worn when working with AV-100, including:

1. Waterproof coat and pants.
2. Rubber gloves.
3. Rubber boots or rubber overshoes.
4. Eye protection (either glasses or goggles)
5. Respirators approved by the U.S. Bureau of Mines for protection against toxic dusts and vapors in confined or poorly ventilated places.

Long-sleeved coveralls or long-sleeved shirts may be worn instead of waterproof clothing if contaminated clothing is removed promptly and washed before re-use.

Use care in handling of solutions to prevent liquid from coming in contact with skin or clothing. If solutions are splashed on skin or clothing, the clothing should be removed promptly and the part of the body coming in contact with the solution washed with water. Change to clean clothing.

If contact is only on clothing that is not worn next to the skin, changing is not required, although it should not be worn again without laundering. If waterproof clothing is worn, it may not need to be changed if splashed, but the splash should be washed off with water.

Wash hands with soap and water before eating or smoking, and take a shower at the end of the work day. Work clothing should not be worn home.

Areas where spills have occurred should be washed down with water. If the gel reaction is completed, ground contamination should not occur.

See the SAFE OPERATING PRACTICES PROGRAM booklet for additional information.

### Properties of AV-100 Solutions

#### Density

The density of a 10% solution (catalyst at 68°F) of AV-100 is 1.04 grams per cubic centimeter.

#### Viscosity

The viscosity of a 10% solution (catalyst at 68°F) of AV-100 is 1.2 centipoise (water = 1 centipoise).

#### Penetrability

AV-100 solutions can generally be pumped anywhere water will flow at the same flow-rate-pressure relationship required for water.

#### Stability

A 10 to 30 percent solution (uncatalyzed 68 to 122°F [20 to 50°C]) will usually be stable for at least four months. Keep solutions from contact with brass, copper or iron. Solutions should be kept out of direct sunlight.

### Properties of AV-100 Gel

#### Density

The density of AV-100 gel is essentially the same as a solution, 1.04 grams per cubic centimeter or slightly above that of water.

#### Shrinkage

When shrinkage in soil does occur, it produces tensile forces which increase apparent unconfined compression strength. However, these forces will never exist below the water table.

If drying is severe, rupture of the bond between gel and soil grains will occur. This may appear as a visible shrinkage crack.

When rewetted, the gel will swell to its initial volume and again fill the voids. Ruptures will not heal, however, and the stabilized mass may not have quite the strength it first had. The degree of permeability of dried stabilized sand that is rewetted has been measured at  $10^{-4}$  to  $10^{-6}$  cm/sec.

Loose soils will show shrinkage when gel dries since tensile forces move the soil grains closer together. Job excavations indicate that under moist conditions gels are unchanged for at least 25 years.

Shrinkage due to drying does not occur below the water table. Field experience also indicates that drying is usually not significant in soils that are six to seven feet below ground surface (even if above the water table) as long as the soil humidity level exceeds 80% to 90%. Shrinkage due to drying is a problem only when the stabilized soil is close to an underground heat source or is very close to the ground surface. AV-100 gels shrink if heated under low humidity, but when heated in water are stable to at least 150°F (77°C).

#### Syneresis

Syneresis is a process whereby water is squeezed out of a gel under gravitational forces due to the weight of the gel. AV-100 gels are not subject to syneresis.

#### Permeability

AV-100 gels are substantially impermeable ( $k = 10^{-10}$  cm/sec), except that gels containing less than eight to ten percent AV-100 will swell slightly when immersed. The gels are impermeable to gases and to hydrocarbons such as kerosene. Ions will migrate through the gel.

#### Longevity

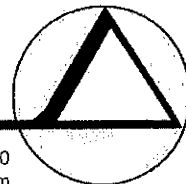
Chemical data and job histories from over 25 years lead to the conclusion that for all practical purposes, AV-100 gels may be considered permanent.

### WARRANTY STATEMENT

The data, information and statements contained herein are believed to be reliable, but are not construed as a warranty or representation for which AVANTI INTERNATIONAL assumes any legal responsibility. Since field conditions vary widely, users must undertake sufficient verification and testing to determine the suitability of any product or process mentioned in this or any other written material from AVANTI for their own particular use. **NO WARRANTY OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.** Nothing in this or any other document from AVANTI INTERNATIONAL is to be taken as permission, inducement or recommendation to practice any patented invention without a license.



**AVANTI  
INTERNATIONAL**



822 Bay Star Blvd. • Webster, Texas 77598-1528 • (281) 486-5600 • 800-877-2570 • Fax (281) 486-7300  
www.AvantiGrout.com

AV-101 Catalyst T+  
**MATERIAL SAFETY DATA SHEET**



Date Issued: 07/01/2014

**1. PRODUCT AND COMPANY INFORMATION**

**PRODUCT NAME:** AV-101 Catalyst T+  
**CLASSIFICATION:** Catalyst

**SUPPLIER**  
Avanti International  
822 Bay Star Blvd.  
Webster, TX 77598  
Phone: 800.877.2570  
Fax: 281.486.7300

**EMERGENCY TELEPHONE NUMBER**  
Chemtrec: 800.424.9300

**2. COMPOSITION/INGREDIENT INFORMATION**

Ingredient / CAS Number	Exposure Limits	Concentration
Triethanolamine CAS #102-71-6	OSHA PEL: 3 ppm ACGIH TLV: 3 ppm	Trade Secret
Ethylene Glycol CAS #107-21-1	OSHA PEL: 50 ppm ACGIH TLV: 50 ppm	Trade Secret

**3. HAZARDS IDENTIFICATION**

**EYE CONTACT:** Exposure can cause irritation and burning of the eyes. May cause corneal injury.  
**SKIN CONTACT:** May cause irritation, redness, and pain, especially on prolonged or repeated contact.  
**INGESTION:** May be fatal if swallowed. May cause abdominal discomfort or pain, nausea, vomiting, dizziness, drowsiness, malaise, blurring of vision, irritability, lumbar pain and central nervous system effects, including irregular eye movements, convulsions and coma. Cardiac failure, pulmonary edema, and severe kidney damage may develop.  
**INHALATION:** Inhalation of vapors or mists of the product may be irritating to the respiratory system.

**4. FIRST AID MEASURES**

**EYES:** Flush with plenty of water for at least 15 minutes. Get medical attention.  
**SKIN:** Wash thoroughly with soap and water. Remove all contaminated clothing and wash or clean prior to reuse. If irritation develops, consult a physician.  
**INHALATION:** Remove to fresh air. If breathing is difficult, administer oxygen and get medical attention.  
**INGESTION:** Do NOT induce vomiting. Never give anything by mouth to an unconscious or convulsing person. Call a physician. Seek immediate medical attention. If vomiting occurs spontaneously, keep head below hips to prevent aspiration of liquid into the lungs.

**5. FIRE AND EXPLOSION HAZARDS**

**FLASH POINT:** 116°C (241°F)

**FLAMMABLE LIMITS IN AIR:** Lower-1.5% Upper-15.3%

**AUTOIGNITION TEMPERATURE:** 324°C (427°F)

**EXTINGUISHING MEDIA:** Dry chemical, carbon dioxide, alcohol foam or water spray.

**PROTECTIVE EQUIPMENT:** Wear self-contained breathing apparatus and full protective clothing.

**HAZARDOUS COMBUSTION MATERIALS:** Oxides of both carbon and nitrogen.

**FIRE FIGHTING PROCEDURES:** Isolate and restrict area access. Stop leak only if safe to do so. Move containers from fire area if you can do it without risk. Fight fire from a safe distance and from a protected location. Use flooding quantities of water for fire and water spray or fog for vapors. Containers exposed to intense heat from fire should be cooled with water to prevent vapor pressure build-up which could result in container rupture. This material may produce a floating fire hazard in extreme fire conditions. This product can produce flammable vapors which may travel to a source of ignition and flash back.

**6. ACCIDENTAL RELEASE MEASURES**

**GENERAL PROCEDURES:** Wear appropriate personal protective equipment. Isolate hazard area and restrict access. Stop leak only if safe to do so. Remove ignition sources and work with non-sparking tools.

**SMALL SPILLS:** Soak up with absorbent material and scoop into containers.

**LARGE SPILLS:** Prevent contamination of waterways. Dike and pump into suitable containers. Clean up residual with absorbent material, place in appropriate container and flush with water.

**ENVIRONMENTAL:** Prevent entry into sewers or streams, dike if needed. Consult local authorities.

**7. HANDLING AND STORAGE**

**HANDLING:** Wear protective clothing and respiratory protection. Do NOT handle or store near an open flame, heat, or other sources of ignition. DO NOT pressurize, cut, heat, or weld containers.

**STORAGE:** Keep in a tightly closed container. Store in a cool, dry, ventilated area, away from heat and ignition sources. Protect against physical damage. Do not store at temperatures above 110°F (43°C). Avoid oxidizers and acidic materials.

**8. EXPOSURE CONTROLS AND PERSONAL PROTECTION**

**ENGINEERING CONTROLS:** Mechanical general/local exhaust to control vapor or mist below maximum exposure limits.

**PERSONAL PROTECTIVE EQUIPMENT**

**EYES AND FACE:** Wear chemical goggles and/or face shield to avoid splashing on face.

**SKIN:** Wear chemically resistant boots, gloves, and chemical suit (Tychem or equivalent).

**RESPIRATORY:** If exposure exceeds occupational exposure limits, use an appropriate NIOSH approved full-face piece respirator, half-face piece respirator with splash goggles, or powered, filtered air-supplied hood.

**OTHER PROTECTIVE EQUIPMENT:** Provide eyewash fountain and quick drench facilities in close proximity to points of potential exposure.

**HYGIENE PRACTICES:** Wash with soap and water after handling. Remove contaminated clothing and wash before reuse.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**APPEARANCE AND ODOR:** Colorless to yellow liquid with slight ammonia odor

**pH:** Not available

**SPECIFIC GRAVITY:** 1.107

**BOILING POINT:** >197°C (>387°F)

**FREEZING POINT:** Not available

**MELTING POINT:** Not available

**VAPOR PRESSURE:** Not available

**VAPOR DENSITY:** Not available

**EVAPORATION RATE:** Not available

**SOLUBILITY IN WATER:** Soluble

**10. STABILITY AND REACTIVITY**

**STABILITY:** Stable under normal conditions of use and storage. Darkens on exposure to air or light.

**CONDITIONS TO AVOID:** Avoid excessive heat, open flames and all ignition sources. Product can decompose at elevated temperatures. Generation of gas during decomposition can cause pressure in closed systems.

**MATERIALS TO AVOID:** Strong oxidizing agents. Strong acids and bases. Corrosive to copper, brass, and zinc may soften and/or discolor iron. Halogenated hydrocarbons.

**HAZARDOUS DECOMPOSITION PRODUCTS:** Decomposition products can include and are not limited to: oxides of nitrogen, oxides of carbon, alcohols, ethers, aldehydes.

**HAZARDOUS POLYMERIZATION:** Will not occur.

**11. TOXICOLOGICAL INFORMATION**

No data has been obtained for the blend.

**CARCINOGENICITY:** Individual components are not considered carcinogens by NTP, IARC, or OSHA.

**IARC:** Group 3 for Triethanolamine.

**TERATOGENICITY:** Ethylene Glycol ingestion has shown to produce dose-related teratogenic effects in laboratory animals.

**REPRODUCTIVE EFFECTS:** Ingestion of large amounts of Ethylene Glycol has been shown to interfere with reproduction in animals.

**MUTAGENICITY:** N/A

**ACUTE ORAL LD50 (rat)**

**TRIETHANOLAMINE:** 4190 mg/kg

**ETHYLENE GLYCOL:** 4000 mg/kg

**ACUTE DERMAL LD50 (rabbit)**

**TRIETHANOLAMINE:** 2000 mg/kg

**ETHYLENE GLYCOL:** 9530 5L/kg

**12. ECOLOGICAL INFORMATION**

**TRIETHANOLAMINE**

**LC50 (fathead minnow):** 11800 mg/L

**LC50 (goldfish):** 5000 mg/L

**ETHYLENE GLYCOL**

**LC50 (bluegill):** 27500 mg/L

**LC50 (goldfish):** 27500 mg/L

**LC50 (rainbow trout):** 41000 mg/L



**13. DISPOSAL CONSIDERATIONS**

Dispose of in accordance with local, state, and federal regulations.

**14. TRANSPORT INFORMATION****DOT (DEPARTMENT OF TRANSPORTATION)**

**PROPER SHIPPING NAME:** Not regulated

**HAZARD CLASS:** None

**UN NUMBER:** Not applicable

**PACKING GROUP:** Not applicable

**LABEL:** Not applicable

**PLACARD:** Not applicable

**NMFC (NATIONAL MOTOR FREIGHT CARRIERS)**

**FREIGHT CLASS:** 60

**15. REGULATORY INFORMATION****CERCLA/SARA****SECTION 302**

**Triethanolamine:** Not listed

**Ethylene Glycol:** Not listed

**SECTION 313**

**Triethanolamine:** Not listed

**Ethylene Glycol:** Listed

**TSCA REGULATORY:** All components of this product are either on the TSCA Inventory or exempt.

**16. OTHER INFORMATION**

The information on this MSDS is accurate to the best of Avanti International's knowledge. Avanti International makes no expressed or implied warranty, and in no case shall be liable for consequential, special, or indirect damages resulting from the use or handling of this product.

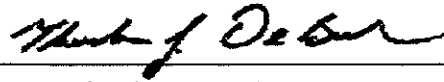
National Association of Sewer Service Companies  
NASSCO, Inc.

# Certificate of Completion

This is to certify that  
**Ryan Mills**

Is certified to practice PACP, MACP and LACP.  
Certification is valid for three years from the date of issuance.

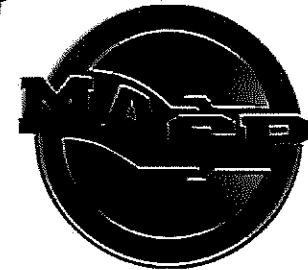
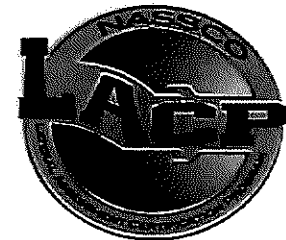
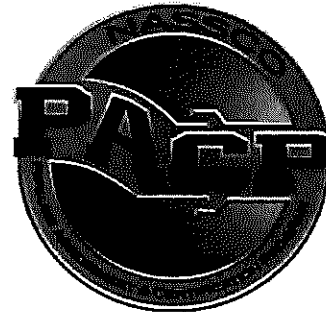
CERTIFICATE NUMBER: U-916-07005414



Signature Theodore J. DeBoda, P.E., Executive Director

10/28/16

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.



Certificate of Achievement

Presented to

*Ryan Mills*

of

*Gulf Coast Underground*

for completion of

**AV-100 & AV-118 Chemical Grout Training**

in compliance with Avanti International's

Safe Operating Practices Program

Avanti International

*May 19, 2016*

Date





**Gulf Coast Underground**

3158 Old Shell Road Mobile, Alabama 36607


**CORPORATE RESOLUTION**

I, CHRIS GOMEL, Managing Member of Gulf Coast Underground, LLC (GCU), organized and existing under the laws of Alabama and having its principal place of business at 3158 Old Shell Road, Mobile, AL, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Limited Liability Corporation at a meeting convened and held on January 1, 2015 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Limited Liability Corporation.

RESOLVED: That the President of the Limited Liability Corporation (LLC), Spencer A. Tuell, P.E., is hereby authorized to sign on behalf of the LLC any and all contracts, documents, bids, surety bonds or forms of any kind.

I further certify that this LLC is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

MEMBER:

  
\_\_\_\_\_

CHRIS GOMEL

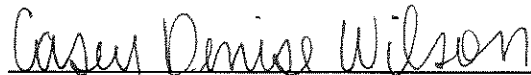
2/10/19  
\_\_\_\_\_

Date

State of Alabama

County of Mobile

Before me, Chris Gomel, Member and President of Gulf Coast Underground LLC (GCU), who is personally known to me, has executed this document.

  
\_\_\_\_\_

Notary Public *Casey Denise Wilson*

2/10/19  
\_\_\_\_\_

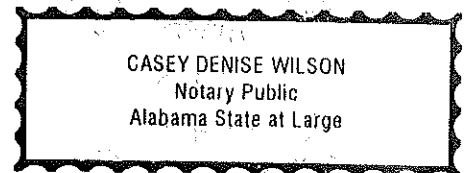
Date

My Commission Expires: August 9, 2020

PHONE  
(251) 725-0200

FAX  
(866) 471-2753

WEB  
www.gulfcoastunderground.com



**ADDENDUM RECEIPT**

Addendum No: 2

Date: January 3, 2019

Project: Gravity Sewer Rehab (2019)

ITB WS 20-19

Pages to Follow: 221

**Bidders must acknowledge receipt of all issued addenda by signing and dating this receipt and faxing to (850) 689-5970 or scanning and emailing to dmason@myokaloosa.com**

Gulf Coast Underground, LLC  
COMPANY

  
AUTHORIZED SIGNATURE

Spencer Tuell, President  
PRINTED NAME

1/3/19  
DATE

**It shall be the responsibility of Prime Bidders to insure that Subcontractors and/or Suppliers receive addenda which could impact their respective portions of the project. Additional instructions for addenda acknowledgement can be found in the contract documents.**

**SECTION 00550**  
**NOTICE TO PROCEED**

---

Owner:	Okaloosa County Board of County Commissioners	Owner's Contract No.:
Contractor:		Contractor's Project No.:
Engineer:		Engineer's Project No.:
Project:	Project Title – Specification Division	Contract Name:
		Effective Date of Contract:

---

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 2019].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion will be established per Task Order, and the number of days to achieve readiness for final payment is established per Task Order.

---

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

**SECTION 00625**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	Okaloosa County Board of County Commissioners	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:		Engineer's Project No.:	
Project:	Gravity Sewer Rehab (2019)	Contract Name:	

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

- All Work  The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<b>EXECUTED BY ENGINEER:</b>		<b>RECEIVED:</b>		<b>RECEIVED:</b>	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____



**SECTION 00700**  
**STANDARD GENERAL CONDITIONS OF THE**  
**CONSTRUCTION CONTRACT**

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal;

or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.



38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. Day:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. Furnish, Install, Perform, Provide:
1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish,"

“install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during

performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### 3.03 *Reporting and Resolving Discrepancies*

- A. Reporting Discrepancies:
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

#### ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

##### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.~~

##### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

##### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

##### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.



- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

**5.01 Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

**5.02 Use of Site and Other Areas**

- A. Limitation on Use of Site and Other Areas:
  - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
  - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Possible Price and Times Adjustments:
  1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

- b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
      - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the

extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. Possible Price and Times Adjustments:
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

~~5.06—Hazardous Environmental Conditions at Site~~

~~A.—Reports and Drawings: The Supplementary Conditions identify:~~

- ~~1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
- ~~2. Technical Data contained in such reports and drawings.~~

~~B.—Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no~~

~~such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
  - ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
  - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- ~~C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.~~
- ~~D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.~~
- ~~E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.~~
- ~~F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.~~
- ~~G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor,~~

then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

- H. ~~If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.~~
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- K. ~~The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.~~

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Bid Bonds*

- A. Contractor shall furnish a bid bond, in an amount of five (5) percent of the Bid Price.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's

authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.



- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 2. claims for damages insured by reasonably available personal injury liability coverage.
  - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. ~~*Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.~~
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts

as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

### 7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### 7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that:
    - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that



- named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
  - B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
  - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
  - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a

substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. Shop Drawing and Sample Submittal Requirements:
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
  1. Shop Drawings:
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. Samples:
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be

compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. Resubmittal Procedures:
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### 7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.



- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal;
  - 6. the issuance of a notice of acceptability by Engineer;
  - 7. any inspection, test, or approval by others; or
  - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or

type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

### **ARTICLE 8 – OTHER WORK AT THE SITE**

#### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also

arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or

interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

**10.01 *Owner’s Representative***

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

**10.02 *Visits to Site***

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**10.03 *Project Representative***

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

**10.04 *Rejecting Defective Work***

- A. Engineer has the authority to reject Work in accordance with Article 14.

**10.05 *Shop Drawings, Change Orders and Payments***

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer’s authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

**11.01 *Amending and Supplementing Contract Documents***

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. Change Orders:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

**11.02 *Owner-Authorized Changes in the Work***

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease



construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that

for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12 – CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
  - C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
  - D. *Mediation:*
    1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
    2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
    3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
  - E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
  - F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
  - G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

**ARTICLE 13 – COST OF THE WORK; UNIT PRICE WORK**

**13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
  1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

#### ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

##### 14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

##### 14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. ~~Owner~~ Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by ~~Owner~~ Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.



- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,

Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments:
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications:
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner:

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- I. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's

risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

49. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.



- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. Correct the defective repairs to the Site or such other adjacent areas;
  - 2. Correct such defective Work;
  - 3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 50. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 51. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 52. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 53. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted,

or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
- 54. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 55. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
- 1. Elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. Agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. If no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
- 56. Delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 57. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are

otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800  
SUPPLEMENTARY CONDITIONS

ARTICLE 2 – PRELIMINARY MATTERS

SC -2.01 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor four copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 6 – BONDS AND INSURANCE

SC - 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory

Employer's Liability: \$ 1,000,000

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 2,000,000

Products - Completed Operations  
Aggregate \$ 2,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence (Bodily Injury  
and Property Damage) \$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person 1,000,000

Each accident 1,000,000

Property Damage:

Each accident 500,000

[or]

Combined Single Limit of 2,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 1,000,000

General Aggregate \$ 1,000,000

*SC-6.05 Property Insurance*

SC-6.05 Add the following to the list of requirements in Paragraph 6.05.A, as a numbered item:

13. be subject to a deductible amount of no more than \$1,000 for direct physical loss in any one occurrence.

**ARTICLE 8 – OTHER WORK AT THE SITE**

*SC-8.02 Coordination*

SC-8.02 Delete Paragraph 8.02.A in its entirety and replace with the following:

A. Owner intends to contract with others for the performance of other work at or adjacent to the Site.

1. The Owner shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
2. The following specific matters are to be covered by such authority and responsibility:

--The Owner to coordinate activities with contractors.

**ARTICLE 9 – OWNER’S RESPONSIBILITIES**

*SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:*

SC-9.13 Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be Mark Wise.-Deputy Director.

**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

*SC-10.03 Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.



2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in

progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to

be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

The arbitration option is as follows:

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of State of Florida, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand f will be filed in writing with the other party to the Contract and with the selected arbitrator provider, and a copy will be sent to Engineer for information. The demand f will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand f should include specific reference to Paragraph SC-17.02.D below.

C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

**SECTION C-00941  
CHANGE ORDER**

Change Order No. \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (if required)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

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

Date: