

CITY OF



PINELLAS PARK

• SIMPLY CENTERED •

**The Interlocal Purchasing System (TIPS)
RFP 231102 Pipe Bursting Piggyback**

Stormwater Rehabilitation Program

**Vortex Companies, LLC
18150 Imperial Valley Drive
Houston, TX 77060
713.750.9081**

Construction Services



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

Detail by Entity Name

Foreign Limited Liability Company
VORTEX INFRASTRUCTURE SERVICES, LLC

Cross Reference Name

VORTEX SERVICES, LLC

Filing Information

Document Number	M19000001767
FEI/EIN Number	20-5007200
Date Filed	02/19/2019
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/14/2023
Event Effective Date	NONE

Principal Address

18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Mailing Address

18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 N CALHOUN ST, SUITE 4
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title Member

Vortex Infrastructure Services, LLC
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Annual Reports

Report Year	Filed Date
2022	04/27/2022

MENU

E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business’ legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS is migrating the employer search tool to provide more timely and accurate updates. The data in this tool was last updated on March 31, 2024. If you’re unable to find your organization using this search tool and need it to appear for validation purposes, please email us at E-Verify@uscis.dhs.gov.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer’s relationship with E-Verify.
- [Review Employer Data Parameters](#)

Participating Employers

Search

Filter

Business Name

vortex

Primary Industry Type

- ACCOMMODATION AND FOOD SERVICES (72)
- ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES (56)
- AGRICULTURE, FORESTRY, FISHING AND HUNTING (11)
- ARTS, ENTERTAINMENT, AND RECREATION (71)
- CONSTRUCTION (23)
- EDUCATIONAL SERVICES (61)

Hiring Site Locations (by state)

Account Status

- Any -

Items per page

10

▲
▼

- Alabama
- Alaska
- American Samoa
- Arizona
- Arkansas

SEARCH
RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites
Vortex Companies	Vortex Companies	Open	12/02/2015		20 to 99	1
Vortex Companies, LLC		Open	10/08/2019		100 to 499	8
Vortex Construction		Open	07/09/2009		10 to 19	1
Vortex Construction Group, LLC		Open	10/24/2019		10 to 19	1
Vortex Construction LLC		Open	03/25/2014		10 to 19	1
Vortex Construction, LLC	Vortex Construction	Open	01/10/2017		10 to 19	1
Vortex Drilling Inc.		Terminated	01/29/2013	07/15/2018	10 to 19	1
Vortex Drilling Partners, LP	Vortex Drilling	Open	06/06/2018		10 to 19	1
Vortex Enterprise Solutions, Inc		Open	03/26/2010		10 to 19	1
Vortex Glass		Terminated	06/27/2022	06/18/2023	20 to 99	1

Showing 21 to 30 of 52 entries.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business & Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

2:49:45 PM 9/19/2024

Licensee Information

Name:	KINGERY, WESLEY A (Primary Name) VORTEX INFRASTRUCTURE SERVICES, LLC (DBA Name)
Main Address:	5910 HARTFORD ST TAMPA Florida 33619
County:	HILLSBOROUGH
License Mailing:	18150 IMPERIAL VALLEY DRIVE HOUSTON TX 77060
County:	OUT OF STATE

License Information

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC1224939
Status:	Current,Active
Licensure Date:	05/20/2011
Expires:	08/31/2026

Special Qualifications	Qualification Effective
-------------------------------	--------------------------------

Construction Business	05/20/2011
------------------------------	-------------------

Alternate Names

--

- [View Related License Information](#)
- [View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. [Privacy Statement](#)

**CONSTRUCTION CONTRACT
GENERAL TERMS AND CONDITIONS
INDEX**

Definitions and Terms	pg. 2	Lumber Produced in Florida	pg. 12
Anti-Discrimination	pg. 3	Notice to Proceed	pg. 12
Antitrust Violations	pg. 3	Payments to the Contractor	pg. 12
Apprentices	pg. 3	Preconstruction Conference	pg. 14
Approval of Subcontracts	pg. 3	Progress, Reports, and Control of the Work	pg. 14
Authority and Duty of the City Designee	pg. 4	Prohibited Telecommunications Equipment	pg. 14
Changes	pg. 5	Prohibition on Gratuities and Kickbacks	pg. 14
Claims and Damages	pg. 5	Prosecution of the Work	pg. 15
Clean Up	pg. 6	Rights and Responsibilities of the Contractor	pg. 15
Compliance with Laws and Regulations	pg. 6	Rights and Responsibilities of the Owner	pg. 18
Conflicts of Interest	pg. 6	Royalties and Patents	pg. 20
Delays and Extension of Time	pg. 7	Safety and Health Regulations	pg. 20
Discriminatory Vendor List	pg. 7	Salvaged Equipment and Materials	pg. 20
Drawings	pg. 7	Sanitary Regulations	pg. 20
Environmental, Social, Corporate Activism	pg. 8	Scrutinized Companies	pg. 20
E-Verify	pg. 8	Substitution of Equipment/Material	pg. 20
Existing Utilities	pg. 9	Suspension and Debarment	pg. 21
Fair Labor Standards Act and Minimum Wage	pg. 9	Termination for Non-Appropriation	pg. 21
Foreign Gifts and Contracts	pg. 9	Warranty and Guarantee Provisions	pg. 21
Independent Contractor	pg. 9	Work by Others	pg. 22
Inspection	pg. 10	Workmanship, Materials, and Workers	pg. 22
Insurance Requirements	pg. 11		

DEFINITIONS AND TERMS

The terms used in these specifications are defined as follows:

- OWNER:** CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA
- CONTRACTOR:** The person, firm, company or corporation with whom this Contract is executed by the Owner.
- DESIGNEE:** The City Manager of the City of Pinellas Park or the person so designated in writing.
- SUBCONTRACTOR:** Any person, firm, company or corporation other than the Contractor supplying material, equipment, supplies, or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the City.
- SURETY:** Any person, firm, or corporation that has executed the Contractor’s performance bond securing the performance of this Contract.
- SCOPE OF WORK:** The detailed written description of the work.
- PROJECT:** The entire service to be performed as set forth in the Contract Documents.
- NOTICES & CLAIMS:** A Notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the Contractor to the City Manager must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the City Manager.
- OWNER’S ADDRESS FOR NOTICES:** City of Pinellas Park
Purchasing Division
P.O. Box 1100
Pinellas Park, FL 33780-1100

ANTI-DISCRIMINATION

Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

- (a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- (b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

ANTITRUST VIOLATIONS: DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

APPRENTICES

In the event Contractor employs apprentices, the parties acknowledge that Florida Statute Chapter 446 shall apply.

APPROVAL OF SUBCONTRACTS

The Contractor shall, as soon as practicable after the signing of the Contract and prior to the preconstruction conference, notify the Designee in writing of the names of subcontractors proposed for the work and shall not employ any that have not been approved by the Designee and/or the Owner in writing.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, materialmen, laborers, equipment providers, etc., of persons either directly or indirectly employed, used, authorized, or utilized by the Contractor, Subcontractors, materialmen, laborers, suppliers, equipment providers, etc. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor, materialmen, laborers, suppliers, equipment providers, etc. (and any person/entity either directly or indirectly employed, authorized, utilized, or used by any of them) and the Owner.

AUTHORITY AND DUTY OF THE CITY DESIGNEE

(a) Authority of the Designee

The work shall be always subject to the review of the Designee, or his authorized representative. The Designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and the acceptable fulfillment of the Contract on the part of the Contractor.

In case of differences between the drawings and specifications, the Designee shall determine whether the specifications or the drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be presented in writing to the Designee for decision. The Designee's written decision shall be available within a reasonable time, not to exceed five (5) days. All decisions of the Designee shall be final. See definition of Notice.

(b) Inspection and Examination of the Work

The Designee and his authorized representative shall have free access to the project at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine, as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing, or removal of portions of finished work.

Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to all or any part thereof, at any time. The number of inspectors will be at the discretion of the Designee. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract documents. In case any dispute arises between the Contractor and an inspector as to materials furnished or the manner and method of performing the work, the inspector shall have authority to reject materials or work until the question at issue can be referred to and decided by the Designee. An inspector is not authorized to revoke, alter, enlarge, relax, release, or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, materials, or equipment which are contrary to the drawings and specifications nor are any of his actions, authorized or unauthorized, to be so construed.

All materials shall be subject to inspection, examination, and test by the Designee at any time, including and during manufacture and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture, before and/or after they have been incorporated into the work. If the Contractor fails to replace defective work or rejected materials, the Owner, after reasonable notice determined by the Designee, may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as noted in these General Conditions.

Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, material, or equipment, or final or interim acceptance of same by the Owner or the Designee, or Certificate of Engineer shall relieve the obligation of the Contractor to the Owner to do the work in a good, workmanlike manner and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

CHANGES

(a) Compliance with Specifications and Drawings

The terms of this Contract, including all specifications, drawings and other Contract Documents, shall be strictly followed by the Contractor unless they are modified in writing by the Owner or the Designee in accordance with these provisions.

(b) Changes in the Work

The Owner or the Designee, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Designee shall have authority to make minor changes in the work, not involving extra cost, and consistent with the purposes of the work. Except in an emergency endangering life or property, **no extra work or change shall be made unless in pursuance of a written order by the Designee, and no claim for an addition to the Contract sum shall be valid unless so ordered.**

The value of any such extra work or change shall be determined in one or more of the following ways:

(a) Contract unit prices, (b) by an agreed lump sum price, or (c) the actual cost of:

- a. Labor, including foremen,
- b. Materials entering permanently into the work,
- c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work,
- d. Power and consumable supplies for the operation of power equipment,
- e. Insurance and Social Security, old age and employment contributions, and
- f. 15% overhead and profit.

As a result of the preceding requirements, a written Change Order will be prepared by the Designee in a form to be approved by the Public Works Administrator.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable bonds shall be adjusted accordingly, unless otherwise provided for in the bond. The Contractor will furnish proof of such adjustment to the Owner.

CLAIMS AND DAMAGES

(a) Requirement for Notice

Any requirement of the Contract Documents (or) for notice, approval, decision, or direction by the Designee, shall be a condition precedent to be complied with by the Contractor in writing before any claim for extra compensation can be made. See definition of "Notice."

(b) Claims for Extra Cost

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Designee written notice within a reasonable time after the receipt of such instructions, before proceeding to execute the work, except in emergency endangering life or property. A decision by the Designee will then be made as specified in The Authority and Duty of the City Designee. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work and no claim shall be valid unless so made.

(c) Claims for Damages

Any claim for damages by the Contractor against the Owner arising under this Contract shall be made in writing within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement validated by change order. Any claim not reported within thirty (30) days shall be considered invalid.

(d) Liquidated Damages

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event, the actual damages for the delay will be impossible to determine, and, in lieu thereof, the Contractor shall pay to the Owner the sum of Five Hundred Dollars (\$500) for contracts less than One Million Dollars (\$1,000,000) and One Thousand Dollars (\$1,000) for contracts greater than One Million Dollars (\$1,000,000) as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable for the amount thereof.

CLEAN UP

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the construction. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such manner as to maintain a minimum of nuisance and interference to the Owner, residents, and workers at or adjacent to the project site. The Contractor shall remove all temporary structures and equipment once they are no longer needed. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be kept clean and free of construction debris on a continuous basis and restored to their original condition as nearly as possible.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall perform all the work required under this Agreement in accordance with applicable federal, state, and local statutes, ordinances, rules, and regulations, whether or not expressly set forth in the Contract Documents. The Contractor shall maintain all required State and local licenses that are required to perform the work and supply the equipment under this Contract, including registration with "Sunbiz.org" as required by applicable Florida law. The required licenses shall remain valid during the entire term of this Contract. The Contractor shall provide the City with a copy of all required licenses upon request.

CONFLICTS OF INTEREST

The Contractor shall be required to disclose prior to signing a Contract with the City the name of any officer, director, employee, or agent who may be employed by the City or otherwise affiliated with the City. The Contractor shall disclose the name of any City official or employee who owns, directly or indirectly, any interest in the Contractor's company or any affiliated business entity. Any additional

conflicts of interest that may occur during the term of the Contract must be disclosed to the City immediately upon discovery of the conflict or potential conflict.

DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delays in transportation, unavoidable casualties or by delay authorized by the Designee pending arbitration, or by any cause which the Designee shall decide justifies the delay, then the time of completion may be reasonably extended by the Owner in writing signed by Owner. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Designee within 48-hours of the event or incident causing the delay, and as otherwise provided by the definition of Notice.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand in writing for such drawings, and not then unless such claim be reasonable and as otherwise provided by the definition of Notice.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents. In the event of any conflict between the terms or conditions of the Construction Contract and the terms or provisions of these General Conditions, then the Construction Contract shall control.

DISCRIMINATORY VENDOR LIST

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287 .134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

DRAWINGS

(a) Checking of Drawings and Dimensions

The Contractor shall immediately check all drawings furnished upon their receipt and shall promptly notify the Designee in writing of any discrepancies. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall be like effect as if shown or mentioned in both.

Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimensions as conditions may require.

(b) Copies of Drawings and Specifications Furnished

The Designee will furnish to the Contractor, free of charge, three (3) copies of drawings and specifications necessary for the execution of the work. Additional copies of the plans and

specifications may be obtained from the Designee upon payment of reproduction costs. One complete set of all drawings and specifications provided to the Contractor as aforementioned shall be maintained at the job site by the Contractor and shall be always available to the Designee.

ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on social, political or ideological interests such as:

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor 's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor 's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph;
- (h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is compliant with applicable state or federal law:
 - 1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
 - 2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice;
 - 3. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
 - 4. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

E-VERIFY

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a

good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

EXISTING UTILITIES

Representation of utilities are shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing utilities will be considered as part of the applicable Contract price, and no additional compensation will be paid to the Contractor. If in the judgment of the Designee, it is impossible to construct a given improvement in the location shown on the drawings, as a result of a utility conflict, either the utility owner will move the utility or an appropriate change order for an alternative solution will be executed. The following is a list of known utilities and their owners:

Cable, Telephone & Fiber	Charter Spectrum
Electric Towers, Poles, Power Lines	Duke Energy (Progress Energy Corp)
Fiber, Conduit & Signal Cable	Pinellas County Highway/Engineering
Gas Mains	TECO/Peoples Gas Co./Clearwater Gas
Telephone Poles, Lines & Cables	Frontier Communications
Water, Sewer, and Reclaim Lines	City of Pinellas Park, City of St. Petersburg, Pinellas County, & Pinellas Park Water Mgmt. District

FAIR LABOR STANDARDS ACT AND MINIMUM WAGE

It shall be the Contractor’s responsibility to conform to all provisions of federal, state, municipal and local laws including but not limited to the Fair Labor Standards Act and Minimum Wage requirements, rules, laws, and/or regulations.

FOREIGN GIFTS AND CONTRACTS

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101 (7)(c), Florida Statutes: "In addition to any fine assessed under [§ 286.101 (7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds

provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this Contract shall be considered a material breach and shall be grounds for immediate termination of the Contract.

INSPECTION

(a) **Testing of Materials**

The Contractor shall pay for all laboratory tests required at the Project site or for laboratory tests required on materials already delivered to the site. The Contractor shall pay for all laboratory tests that fail to meet the required specifications. Copies of tests or certifications on pipe, brick, or other materials made at the factory shall be furnished in triplicate to the Designee. Test reports on equipment shall be approved by the Designee before the equipment covered by the tests is delivered to the Project site. Tests requirements are set out in the detailed specifications for the particular material. Retesting of any material, work, or equipment that may have failed any previous test shall be paid for by the Contractor.

(b) **Soil Compaction Tests**

Soil compaction tests will be paid for by the Owner. Retesting of tests that fail will be paid for by the Contractor.

(c) **Inspection**

Each step of construction is subject to approval by the Designee prior to proceeding with a subsequent step; however, this shall not relieve the Contractor of the responsibility for delivering to the City a project completed in conformance with the plans and specifications and guaranteed as elsewhere stipulated.

(d) **Placing of Concrete**

Unless specific permission is granted prior to each occurrence, no concrete shall be delivered to the job site before 8:00 a.m. or after 3:00 p.m.

(e) **Weather**

Each time, in the opinion of the Designee, inclement weather prevents the Contractor from proceeding with the work for more than one-half (1/2) day, the Owner may add one (1) calendar day to the number of days allowed for completion.

(f) **Work Days**

The work shall be discontinued Saturdays, Sundays, and all legal and/or City-designated holidays, except for special operations that may be necessary to maintain, check, or protect work already performed. **If such work, in the opinion of the Designee, will require the presence of a City Inspector, the Contractor shall pay the City for each inspector assigned.** All additional inspection and engineering hours required for the project construction will be billed to the Contractor in accordance with the current rates as established in the City's Administrative Fee Schedule as of the date the service is performed.

INSURANCE REQUIREMENTS

The cost of all insurance shall be included in the response, please provide proof of insurance evidencing the ability to provide required insurance.

The Contractor shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by Risk Management Division, the Contractor allow any subcontractor to commence any subcontract until similar insurance required of the subcontractor has been so obtained and approved.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Contractor.

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's and Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City.

The insurance required shall provide protection for the Contractor, Consultant, and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by the Contractor or Consultant, and also against any of the special hazards which may be encountered in the performance of this Contract.

LIMITS OF INSURANCE

General Liability

- Type - Commercial General Liability (CGL), Occurrence Basis
Limits - \$2,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

Automobile Liability

- Type - Any Auto, Hired autos, and Non-Owned Autos
Limits - \$1,000,000 Combined Single Limit

Workers' Compensation

- Type - Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate
Limits - Statutory, Workers' Compensation
- \$100,000 Each Accident
- \$500,000 Disease – Policy
- \$100,000 Disease – Each Employee

Pollution Legal Liability and/or Asbestos Legal Liability

(If project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Excess or Umbrella Liability

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

LUMBER PRODUCED IN FLORIDA

Pursuant to F.S. 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal. The preceding does not apply to the following items:

- a. To plywood specified for monolithic concrete forms.
- b. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
- c. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
- d. To transportation projects for which federal aid funds are available.

NOTICE TO PROCEED

When the Contract is executed by the Owner, it shall be forwarded to the Contractor together with notice from the Designee to commence work. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice and following a preconstruction conference. The contract time shall begin ten (10) days after the date of the Notice to Proceed.

PAYMENTS TO THE CONTRACTOR

(a) Monthly Payments to the Contractor

The Contractor shall plan work for construction based on the monthly provisions of the Contract. The Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form (Application and Certificate for Payment) approved by the Designee, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Designee will then review said estimate and make necessary revisions so that the estimate can receive his approval. If the Contractor and the Designee do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Designee shall be binding. The Contractor may also include in the estimate the value of the materials stored on the job site, provided the Contractor submits copies of paid invoices covering such material. The amount of said estimate after deducting five percent (5%) and all previous payments shall be due and payable to the Contractor within twenty (20) days after presentation of the estimate to the Owner/Designee. It is understood that payments for material stored do not relieve the Contractor of the responsibility for the care of the materials, and any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodic Pay Estimate signed by the contractor shall be binding.

(b) Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all material condemned by the Designee as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or

damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the contractor does not pay the expense of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction thereof, deduct all the cost and expenses that should have been borne by the Contractor, storage fees and other costs from payment, if any, to the Contractor.

(c) Liens

Neither the final payment nor any part of the remaining accrued retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract or receipts in full in lieu thereof and, in addition thereto in either case, an affidavit that, so far as he has knowledge or information, the release and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Designee to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money payments that the Owner may pay in discharging such a lien, including all costs, interest and a reasonable attorney's fee.

(d) Final Inspection

When the Contractor has completed work in compliance with the terms of the Contract Documents, he shall notify the Designee in writing that the project is ready for final inspection. The Designee will then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Designee determines the project or portion thereof is ready for final inspection, the Designee will prepare a list of errors of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final reinspection will be made. The process will be repeated until, in the opinion of the Designee, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The Designee will then, pursuant to such inspection and reinspection, certify to the Owner as to completion of final inspection. It is understood that the certification covers only those items, which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry as interpreted by the Designee.

(e) Final Acceptance

When the Designee shall certify completion of the final inspection to the Owner, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence, satisfactory to the Owner's legal advisors, that the Contractor has fully paid all debts for labor, materials, and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfaction as to compliance with the terms of the Contract and has received certification of final inspection, Owner will notify the Contractor of final acceptance by the Owner.

(f) Final Payment

When final acceptance has been made by the Owner, the Designee will then review the amount of

final request for payment and certify the amount of this approval. The Owner will then make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made.

The Contract will be considered complete when all work has been finished, the final inspection certified by the Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

(g) Completion of Contract

The Contract will be considered complete when all work has been finished, the final inspection certified by the Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

PRECONSTRUCTION CONFERENCE

Prior to starting the work, a preconstruction conference will be held to review the work schedules, to establish procedures for handling drawings and other submissions, for processing Periodic Pay Estimates, and such other matters as may be pertinent to the Project.

PROGRESS, REPORTS, AND CONTROL OF THE WORK

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The proposed schedule shall be submitted in an Owner approved electronic file format, and shall include a schedule and charts of work to be performed. The purpose of this schedule is to enable the Owner and the Designee to govern the work, to protect the functions of the City and its citizens, and to aid in providing appropriate supervision. The Designee shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, and the approximate number of crews and equipment to be used. The Designee, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Designee with each monthly pay request a summary report of the progress of the various parts of the work under the Contract, in fabrications and in the field, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Designee's review and approval. Additional detailed schedules may be required by the Designee for daily traffic control.

PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 48 CFR § 52.204-25(d)(2) to City.

PROHIBITION ON GRATUITIES AND KICKBACKS

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in

connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or any solicitation or proposal thereof. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore. The Contractor hereby certifies that prices the city agreed to are fair and proper and are not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Contractor or any other parties and interest.

PROSECUTION OF WORK

The work shall be executed at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Designee, in writing, to complete the project as contemplated in the drawings, specifications, contract, and schedules, including such detailed drawings as may be furnished by the Designee from time to time during the prosecution of the work in explanation of said drawings. If, at any time, the materials and appliances to be used appear to the Designee as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order, but the failure of the Designee to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in first class and acceptable condition within the Contract time according to the schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall submit application to the Designee, but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. The Designee may grant permission unless local regulations prohibit such work. If granted permission, the Contractor shall comply with all regulations and legal requirements.

RIGHTS AND RESPONSIBILITIES OF THE CONTRACTOR

(a) Contractor's Representative

The Contractor shall keep a Designee-approved superintendent and any necessary assistants present at the work site throughout the project. The superintendent shall not be changed without the consent of the Designee, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. In the Contractor's absence, the superintendent acts as the Contractor's representative, and any instructions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall provide efficient supervision to the work, using their best skill and attention.

(b) Contractor's Understanding

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfaction

as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he submits and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omission in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above ground conditions, or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Designee, in writing, and the Designee shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place, and shall at once report in writing to the Designee any discrepancy between the executed work and the drawings.

(c) Quality of Material, Equipment, or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the Project or incorporated in the work of the Project, or whenever any work performed is of inferior quality, then such material, equipment, or work shall be considered defective and shall be removed and replaced, or made satisfactory to the Owner or the Designee, at no cost to the Owner.

(d) Permits, Licenses, And Regulations

City of Pinellas Park permits necessary for the prosecution of the work shall be paid for by the City. Contractor shall secure all permits necessary for the prosecution of the work not previously secured by or upon behalf of the City. The Contractor will be responsible for all licenses required to perform necessary work. Easements for permanent structures or utilities shall be secured and paid for by the Owner. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designee in writing and any necessary change shall be adjusted as provided in the Contract under Changes in the Work. If the Contractor performs any work contrary to such law, ordinances, rules, and regulations and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

(e) Protection of Work, Persons, and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall adequately protect adjacent property as provided by law and the Contract documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for the Public and preservations of the continuation of the Owner's services to the Public, taking into full consideration all local conditions.

In case of failure on the part of the Contractor to promptly restore damaged property or make good such damage or injury, the Owner may, after 48-hours notice in writing to the Contractor, proceed

to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under this Contract.

(f) Scope of the Contractor's Service

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, electrical power, water, transportation, and other facilities necessary for the execution and completion of the work. In the event the Contractor shall fail at any time to pay for any of the above, the Owner may, at his option, pay for same and charge same to the Contractor.

The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structure, grade lines, and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes, and other controlling points necessary for the proper prosecution of the construction work. These stakes and marks shall constitute the field control by and in accord with which the contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes and marks and if, for any reason, any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor free of charge.

(g) Responsibility for the Work

Prior to the completion of all the work by the Contractor and the acceptance thereof by the Owner, the work shall remain the responsibility of the Contractor, and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force, or violence of the elements, or any cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned above.

(h) Contractor's Right to Terminate Contract

If the work should be stopped for a period of three (3) months, under an order of any court, or public authority, other than by the Owner, through no act or fault of the Contractor or of anyone employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the Owner, terminate his contract and recover from the Owner payment for all work executed and any expense sustained, plus a reasonable profit and damages not to exceed five percent (5%) over cost incurred.

(i) Removal of Equipment

In the case of annulment of this Contract before completion from any cause except as stated above in Contractor's Right to Terminate Contract, the Contractor, if notified to do so by the Owner, shall promptly remove any or all its equipment and supplies at its own expense.

(j) Traffic Control

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during construction. All traffic control and maintenance procedures for streets open to the public shall be in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation. Appropriate work-zone traffic control devices shall be used for construction activities within City rights-of-way. All traffic control devices shall be designed, placed, operated, and maintained according to MUTCD Standards. When work ceases or is interrupted during non-working hours, such as at night or on weekends or holidays, inappropriate signs shall be removed or covered. Contractor shall inspect and maintain work zone traffic control devices on a regular basis. This work shall also

be performed during non-working hours such as at night, on weekends and on holidays. It shall be the Contractor's responsibility to determine these requirements prior to submitting a response so the response reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour, and protection of traffic. In addition, the contractor shall hire or have on staff a Certified Advanced Level Supervisor (Certified Work Zone Supervisor) recognized by the ATSSA (American Traffic Safety Services Association) or the IMSA (International Municipal Signal Association).

RIGHTS AND RESPONSIBILITIES OF THE OWNER

(a) Surveys and Lands for Work

The Owner shall provide the lands upon which the work under this Contract is to be done. The Contractor shall provide all necessary additional land required, together with access to same, for the erection of temporary construction facilities and storage of his material. The Owner shall furnish all land survey data available for this project.

(b) Use of Completed Portions

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work, even if possessed or used by Owner, not completed in accordance with the Contract Documents.

(c) The Owner's Right to Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

(d) Defective Materials and Work

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the work, unless otherwise permitted. No material, which has been rejected, the defects of which have been corrected or removed, shall be used until written approval has been given by the Designee. All work, which has been rejected or condemned, shall be remedied or, if deemed necessary, shall be removed or replaced in an acceptable manner by the Contractor at his own expense. Should the Contractor fail to remove rejected materials, or fail or refuse to remedy or replace defective work, the Designee may withhold all payments, which are due or will become due, and suspend the work until such orders are complied with.

(e) No Waiver of Rights

No inspection, orders, measurements, or certificates made by the Designee, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the Owner shall operate as a waiver of the conditions of this contract, or of any right to damages herein provided. No waiver of one breach of the contract shall be construed as a waiver of another breach. Should an error be discovered in the partial or final estimates, or proof of defective work or materials used by the Contractor be discovered after the final payment has been made, the Owner reserves the right to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defect in the work and materials.

(f) Suspension of Work

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable

materials or equipment, or the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

(g) Termination of the Contract

If the Contractor is adjudged bankrupt or insolvent, or a trustee or receiver is appointed for the Contractor or for any of his property, or he files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment for labor, materials or equipment, or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or he disregards the authority of the Designee, or, in the Owner's sole discretion, he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned, leased, possessed or used by the Contractor that remain on site, and finish the work by whatever method he may deem expedient. If the Owner takes possession of materials, equipment, tools, construction equipment and/or machinery in order to complete the Project, the Owner will be liable to the Contractor for the reasonable use of such items. If the direct and indirect costs of completing the Project, including compensation for additional professional services, exceeds the unpaid balance of the contract price, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Designee and incorporated in a Change Order.

Where the Contractor's services have been terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor, will not release the Contractor from liability.

In the event the Owner employs an attorney to enforce or construe any provision of the contract documents or to collect damages for Contractor's breach of the contract documents or to recover on the Bond provided in the contract documents, the Contractor and his surety agree to pay the Owner such reasonable attorney's fees, including appellate fees, and costs as the Owner may expend therein. The Contractor and his Surety, for a specific consideration the receipt and sufficiency of which is hereby acknowledged, expressly waive any rights or entitlements they may have under Florida Statutes, Section 57.105 (2) pertaining to mutuality of attorney's fees, as it may be amended or replaced, or any similar statute or law. As against the obligations herein contained, the Contractor and his Surety waive all rights of exemption.

Upon seven (7) days written notice to the Contractor, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five percent (5%) over cost incurred.

Neither party shall be required to perform any covenant or obligation in this contract, or be liable in damages to any party hereto, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for the purposes of this contract as strikes, lockouts, sit-downs, material

or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents service), acts of the public enemy, wars insurrections and any other cause not reasonably within the control of the City and which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome.

ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patent right, and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

SALVAGED EQUIPMENT AND MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment, or supplies that occur are the property of the Owner and shall be cleaned and stored as directed by the Designee. Surplus suitable excavated materials remain the property of the Owner and shall be stored in an area designated by the Designee, but not to exceed (4) miles from the job site.

SANITARY REGULATIONS

Adequate sanitary conveniences for the use of persons employed on the worksites are required for all construction contracts. These conveniences shall be always maintained. Upon completion of the work, they shall be removed from the premises.

SCRUTINIZED COMPANIES PURSUANT TO SECTIONS 287.135 AND 215.473, FLORIDA STATUTES

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287 .135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL

After the Execution of the Contract, substitution of equipment and/or material of makes and/or types other than those named in the Contract at the request of the Contractor will be considered for two reasons only:

- (a) That the equipment and/or material proposed for substitution is superior in construction and/or efficiency to that named in the Contract.
- (b) That the equipment and/or material proposed for substitution is equal in construction and/or efficiency to that named in the Contract.

In either case, it will be assumed that the cost to the Contractor and/or material proposed to be substituted is less than the equipment and/or material named in the Contract and, if the substitution is approved, the Contract price shall be reduced a corresponding amount.

No request will be considered unless submitted in writing to the Owner, and approval of the Owner must also be in writing. To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies of equipment and/or materials, company's quotations to the Contractor covering the original equipment and/or material, and equipment and/or material proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the saving in cost involved in any substitution. In all cases, the burden of proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor and the proof will be submitted to the Designee, who will make recommendations to the Owner and, unless the proof is satisfactory to the Owner, the substitution will not be approved.

Requests for substitution solely on the grounds that better delivery can be obtained on the equipment and/or material proposed for substitution will not be approved, for it will be considered that the Contractor has named equipment and/or material on which he has received bids from equipment and/or material manufacturers giving a firm delivery time. Requests for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

SUSPENSION AND DEBARMENT

The City of Pinellas Park will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). Contractors agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TERMINATION FOR NON-APPROPRIATION

This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Owner. If funding for the Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the work or services to be rendered or paid for in succeeding fiscal years. In the event funds to finance the Contract become unavailable, the Owner may terminate the Contract on the last day of the fiscal period for which funds were legally available. The Owner shall be the sole and final authority as to the availability of funds.

WARRANTY AND GUARANTEE PROVISIONS

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in this contract shall be, and the same is hereby, guaranteed and warranted by the Contractor for a period of one (1) year from completion of the Contract, as defined in Completion of Contract, to be free from defects due either to faulty materials or equipment furnished, installed, and performed by the Contractor and is warranted and guaranteed by the contractor to the Owner to be such as to meet the required standards and accomplish the purposes and functions of the Project as defined, detailed, and specified in these Contract Documents. The Owner shall give written notice to the Contractor of faulty materials, equipment, or workmanship within a period of one (1) year following completion of the contract. Any part of the equipment, material, or workmanship which does not comply with the warranty

and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or courses of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statutes of the State of Florida.

WORK BY OTHERS

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

WORKMANSHIP, MATERIALS, AND WORKERS

Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose, and acceptable to the Designee. The Designee shall decide the question of equality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. To the extent required by the specifications or by the Designee, the Contractor shall furnish the Designee, for approval, full information concerning the materials or articles or methods of work which he contemplates incorporating in the work, including samples of materials. Articles installed or used or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

The Designee or the Owner may require the contractor to remove from the work such employees as the Designee or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment of the work is deemed to be contrary to the Owner's interest.

**CERTIFICATION OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS
FLORIDA STATUTE §787.06(13)**

Vendor Name: _____

Vendor FEIN: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____

Email Address: _____

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity named below (“Entity”), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

The undersigned is authorized to execute this affidavit on behalf of Entity. Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Authorized Vendor's Signature

Print Authorized Vendor's Name

Print Authorized Vendor's Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 2024,

By _____
(Name of person acknowledging)

Who is personally known to me or who has produced _____
as identification. (Type of identification)

NOTARY PUBLIC _____

(NOTARY SEAL)

MY COMMISSION EXPIRES _____

INDEMNIFICATION AND HOLD HARMLESS

By this agreement, Contractor agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act on the part of the Contractor, its agents, servants, or employees. Contractor shall be responsible to the City of Pinellas Park for any damages caused by the Contractor's negligence, wrongdoing, misconduct, want or need of skill, default or breach of contract, guarantee, or warranty.

Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

Contractor _____

Address _____

Date _____

Print Name _____

Signature _____

Title _____

President, Vice-President, or Treasurer

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Pinellas Park

by _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Officer Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____
 (Name of person acknowledging)

Who is personally known to me or who has produced _____ as identification.
 (Type of Identification)

NOTARY PUBLIC _____

(NOTARY SEAL)

MY COMMISSION EXPIRES _____

CONSTRUCTION BOND

OWNER:

City of Pinellas Park, FL
5141 78th Avenue North
Pinellas Park, FL 33781
727.369.7700

PRINCIPAL:

Vortex Companies, LLC
18150 Imperial Valley Drive
Houston, TX 77060
713.750.9081

SURETY:

Name: _____

Address: _____

Phone Number: _____

Bond No. _____

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the **City of Pinellas Park, Florida**, a municipal corporation, herein called Owner, in the sum of **(\$121,790.40)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract between Principal and Owner for of Project and all appurtenant work thereto, said contract/purchase order being made a part of this bond by reference, at the times and in the manner prescribed in the contract/purchase order, together with any modifications of said contract/purchase order that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract/purchase order; and

Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract/purchase order; and

Performs the guarantee of all work and materials furnished under the contract/purchase order for the time specified in the contract/purchase order; then this bond is void; otherwise, it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract/purchase order documents and compliance or noncompliance with any formalities connected with the contract /purchase order or the changes does not affect Surety's obligation under this bond.

PRINCIPAL:

BY _____

(SEAL)

(Print or Type Signature)

SURETY:

BY _____

Attorney-in-Fact

(SEAL)

Florida Licensed Agent

Dated this _____ day of _____, 2024.

THE BOND MUST BE ATTACHED TO THIS FORM

FINAL PAYMENT AFFIDAVIT

Before me, the undersigned authority, personally appeared _____ (Contractor) who was sworn and says that he is the Contractor who has contracted with the City of Pinellas Park (Owner) to provide improvements on real property in Pinellas County, Florida, described as: _____

The Contractor has completed construction in accordance with the contract documents. The balance of the contract price of \$_____ is now due to the Contractor. The Contractor has not signed, pledged or hypothecated the contract, or any part of it, or any payment due or to become due under it, and has not assigned any of the Contractor's lien rights resulting from the contract. The Contractor has executed no security agreement for any part of the material furnished under the contract. All lienors under the above-described contract have been paid in full, except the undersigned Contractor.

Contractor

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)
as identification.

NOTARY PUBLIC _____

(NOTARY SEAL)

MY COMMISSION EXPIRES _____

FINAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____, (Contractor) County of _____, City of _____, and State of _____, do hereby acknowledge that (Contractor), _____, this day has had and received of and from the (Owner) the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to the Contractor by any means whatsoever, for or on account of a certain agreement between the said Owner and Contractor dated ____/____/2024.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated ____/____/2024, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

Contractor **(CORPORATE SEAL)**

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online

notarization, this _____ day of _____, 2024, by _____
(Name of person acknowledging)

Who is personally known to me or who has produced _____ as identification.
(Type of Identification)

NOTARY PUBLIC _____ **(NOTARY SEAL)**

MY COMMISSION EXPIRES _____

STATEMENT OF SURETY

In accordance with the provisions of the contract dated _____, 2024, between the City of Pinellas Park (Owner) of _____ and _____ (Contractor) of _____, the _____ (Surety) Surety on the bond of Contractor after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have been satisfactorily settled, hereby approves of final payment of the said _____ (Contractor), Contractor, and by these presents witnessed that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to the Owner, as set forth in the said Surety Company's Bond.

IN WITNESSETH WHEREOF, the said Surety Company has hereunto set its hand and seal

this _____ day of _____, 2024.

Attest: _____

(SEAL)

_____ By _____
(President, Vice President)

Note: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

NOTE: TO BE COMPLETED BY THE CONTRACTOR'S SURETY COMPANY AND SUBMITTED WITH CONTRACTOR'S FINAL INVOICE

**CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION CONTRACT
THE INTERLOCAL PURCHASING SYSTEM (TIPS) RFP 231102 PIPE BURSTNG PIGGYBACK
STORMWATER REHABILITATION PROGRAM**

This Agreement dated this _____ day of _____ 2024, by and between the City of Pinellas Park, Florida, a municipal corporation, hereinafter called the Owner, and Vortex Companies, LLC, a corporation organized and existing under the laws of the State of Texas, hereinafter called the Contractor.

WITNESSETH, the Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service required to complete the construction all in strict compliance with the plans and specifications, including any and all Addenda, and together with all contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the satisfaction of the City and subject to the final approval of the City and its authorized representative.

ARTICLE II: CONTRACT PRICE

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The total Contract amount is not to exceed **One Hundred Twenty-One Thousand Seven Hundred Ninety Dollars and Forty Cents (\$121,790.40)**, subject to the availability of funds and payable in accordance with the applicable provisions of the Contract Documents.

ARTICLE III: CONDITIONS

- a) All decisions of the City Engineer and/or Designee as to the true construction and meaning of the drawings and specifications shall be final. Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer/Designee to illustrate the work to be done.
- b) Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only for an extension of time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight (48) hours from the time of the beginning of the delay.
- c) Contractor shall at all times supply adequate tools, appliances and equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work, and shall promptly pay for all material purchased and shall pay all workmen each week and, if required by Owner, shall obtain and furnish Owner weekly with signed receipts from all workmen showing the date of payment,

amount paid, number of hours paid for the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid.

- d) Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any subcontractor of the Contractor.

ARTICLE IV: INSPECTION BY CONTRACTOR

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has quoted and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

The Contractor further agrees upon the same considerations and inspections herein above enumerated, to commence work within ten **(10)** calendar days after date of Notice to Proceed and shall complete the work within one hundred and eighty **(180)** calendar days.

ARTICLE V: COMPLIANCE WITH PUBLIC RECORDS LAWS

The City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must 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 services, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e) **IT IS CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT PURSUANT TO CHAPTER 119, FLORIDA STATUTES; IF THE CONTRACTOR HAS ANY QUESTIONS RELATED TO THIS DUTY, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City of Pinellas Park City Clerk's Office
P.O. Box 1100
Pinellas Park, Florida 33780-1100 Phone: 727.369.0616
Email: CityClerk@Pinellas-Park.com

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

ARTICLE VI: COMPONENT PARTS OF CONTRACT

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Addenda (if any), General Conditions, Insurance Requirements, Certification of Compliance with Anti-Human Trafficking Laws, Hold Harmless Agreement, Sunbiz Registration, E-Verify Requirements, DBPR Licensing, Sworn Statement of Public Entity Crimes, Contractor's Affidavit, Contractor's Final Release of Lien, Statement of Surety, Pinellas Park Agreement and Specifications, Vortex Companies, LLC Proposal, TIPS Pricing Form 1 (Part 1), TIPS Pricing Form 2 (Part 1), TIPS Vendor Agreement (Part 1), TIPS Vendor Agreement (Part 2), TIPS Vortex Companies, LLC Information and Vortex Companies, LLC Summary Sheet.

ARTICLE VII: CONTRACTOR'S AFFIDAVIT

When all work contemplated by the Contract has been completed, inspected and approved by the City or its duly authorized agent, the Contractor shall furnish to the City the Contractor's Affidavit in a form approved by the City. Release(s) of Lien may also be required by the City.

ARTICLE VIII: GOVERNING LAW AND VENUE

The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in conjunction with the enforcement or interpretation of this Contract are the Circuit Court of the Sixth Judicial Circuit In and For Pinellas County, Florida, and the United States District Court For The Middle District of Florida.

ARTICLE IX: SEVERABILITY: WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE X: NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice will be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

CITY

City of Pinellas Park

Attn: City Manager

P.O. Box 1100

Pinellas Park, Florida 33780-1100

With a copy to the City Attorney at:

James W. Denhardt, City Attorney

Law Offices of James W. Denhardt

2700 First Avenue North

St. Petersburg, Florida 33713-8724

CONTRACTOR

Vortex Companies, LLC

18150 Imperial Valley Drive

Houston, TX 77060

713.750.9081

ARTICLE XI: INTERPRETATION

In the event of an ambiguity or a conflict between or among any of the provisions of the Contract Documents, then the interpretation, construction, or provision which is most favorable to the Owner shall be deemed to have superseded and will take precedence over any other construction, interpretation and/or the other provision or provisions in conflict therewith, and shall be binding upon the parties in the same manner as if there were no such ambiguity and/or conflicting provision or provisions.

The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

ARTICLE XII: ANTITRUST VIOLATIONS

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit

a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

Vortex Companies, LLC

City of Pinellas Park
Pinellas County, Florida

By _____
Signature of Authorized Officer

By _____
Sandra L. Bradbury, Mayor

Type or Print Signature

ATTEST:

ATTEST:

Contractor's Attestor

By _____
Jennifer R. Carfagno, City Clerk, MMC

Type or Print Signature

Approved as to form and correctness:

City Attorney
City of Pinellas Park

Corporate Seal

City Council Approved

VORTEX COMPANIES, LLC PROPOSAL

**STORMWATER REHABILITATION
PROGRAM**

**TIPS RFP 101100422 PIPE BURSTING
PIGGYBACK**



To: City of Pinellas Park	Contact: Dylan Luke
Address: 6051 78th Avenue	Phone:
	Email: dluke@pinellas-park.com
Project Name: FL - Pinellas Park - 58th Street & 43rd Street Combined	Bid Number: 2325952-1
Project Location: 58th Street/ 66th-67th Ave Various Locations, Pinellas Park, FL	Bid Date: 7/3/2024

Pricing figured using TIPS Contract # 23110201

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
I.1B.006	18" X 9.0mm - CIPP Steam / Water Cure	295.00	LF	\$105.00	\$30,975.00
I.1B.021	15" & 18" Additional 1.5mm - CIPP Steam / Water Cure	295.00	LF	\$13.80	\$4,071.00
I.20A.014	Mobilization - Florida	1.00	EACH	\$12,500.00	\$12,500.00
I.20B.007	Traffic Control Plan (per Setup)- Bill As Needed	0.00	EACH	\$3,500.00	\$0.00
I.3A.015	Rehabilitation - 1-inch Geopolymer Liner	234.63	SF	\$50.00	\$11,731.50
I.3A.024	Rebuild Bench And Invert	6.00	EACH	\$950.00	\$5,700.00
I.5A.006	Clean & CCTV Sewer - 18"	295.00	LF	\$9.00	\$2,655.00
I.5A.049	Vactor Truck Services - Bill As Needed	0.00	HR	\$500.00	\$0.00
II.21A.017	INFILTRATION CONTROL- CHEMICAL GROUT - Billed As Needed	0.00	GAL	\$100.00	\$0.00

Total Bid Price: \$67,632.50

Notes:

- Proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be provided by Others.
- Proposal includes standard signs and cones. Vortex plans on staggng in the grassy area and side street to avoid traffic control costs. If additional maintenance of traffic (MOT) needed will be it can be provide at the above rate..
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Water used to clean pipe segment or box culvert to be decanted in the pipe segment or adjacent pipe/outfall area. Any turbidity control will be provided by Others.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- 7% Material Sales Tax is included in our bid proposal. If the owner is exempt, we will need them to provide an exemption certificate prior to contract execution. Service Tax is not included. If required, it will be invoiced separately.
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- Infiltration Control up to 2 cartridges are included in our bid proposal. If necessary, each additional cartridge will be billed separately
- Typically any debris collected from the Manhole (MH) rehab process is removed by hand but if there is a significant amount of debris collected, the Owner shall provide a Vac Truck to remove debris collected and dispose the debris that is pulled from the cleaning process. Please note, Vortex can also provide a vac truck at \$500 / HR (*4 hr min, travel time will be billed port to port)

- Vacuum and hydrostatic testing are not included in this bid proposal.
- Mainline CIPP lining must be completed structure to structure.
- Once our CIPP liner is installed, we will provide a post cctv video to show the final CIPP product. One light jetter pass will be included before running the camera down the final CIPP liner. No additional or aggressive cleaning will be performed since it could damage our CIPP PE coating.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at \$450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- Existing pipe cleaning is defined as 3 passes or less. If additional passes are required or any mechanical / descaling / root / grease / or tuberculation removal, Vortex will charge an additional fee at an hourly rate of \$260.00/Hr for the Vac Truck + Operator and \$240.00/Hr for the CCTV Truck + Operator.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vortex Services LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Tommy Robertson 407-509-6633 trobertson@vortexcompanies.com</p>
---	--



VORTEX

services

To: City of Pinellas Park	Contact: Dylan Luke
Address: 6051 78th Avenue	Phone:
	Email: dluke@pinellas-park.com
Project Name: FL - Pinellas Park - 3700 68th Ave	Bid Number: 2432853
Project Location: 3700 68th Ave, Pinellas Park, FL	Bid Date: 7/9/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
I.1B.005	15" x 7.5mm - CIPP Steam / Water Cure	45.00	LF	\$119.00	\$5,355.00
I.1B.021	15" & 18" Additional 1.5mm - CIPP Steam / Water Cure	45.00	LF	\$18.00	\$810.00
I.20A.014	Mobilization - Florida	1.00	EACH	\$9,500.00	\$9,500.00
I.3A.015	Rehabilitation - 1-inch Geopolymer liner	96.00	SF	\$50.00	\$4,800.00
I.3A.024	Rebuild Bench And Invert - If Needed	1.00	EACH	\$1,000.00	\$1,000.00
I.5A.005	Clean & CCTV Sewer - 15"	45.00	LF	\$18.00	\$810.00
I.5A.030	14" - 20" Post TV Inspection After Rehabilitation	45.00	LF	\$5.00	\$225.00
I.5A.049	Vactor Truck Services	0.00	HR	\$500.00	\$0.00
II.21A.017	INFILTRATION CONTROL- CHEMICAL GROUT - Billed As Needed	0.00	GAL	\$100.00	\$0.00

Total Bid Price: \$22,500.00

Notes:

- Proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be provided by Others.
- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) needed will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Water used to clean pipe segment or box culvert to be decanted in the pipe segment or adjacent pipe/outfall area. Any turbidity control will be provided by Others.
- Mechanical Cleaning / Tuberculation removal not included in bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Existing pipe cleaning is defined as 3 passes or less. If additional passes are required or any mechanical / descaling / root / grease / or tuberculation removal, Vortex will charge an additional fee at an hourly rate of \$285.00/Hr for the Vac Truck + Operator and \$265.00/Hr for the CCTV Truck + Operator.
- Mainline CIPP lining must be completed structure to structure.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at \$450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- Once our CIPP liner is installed, we will provide a post cctv video to show the final CIPP product. One light jetter pass will be included before running the camera down the final CIPP liner. No additional or aggressive cleaning will be performed since it could damage our CIPP PE coating.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days

- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- Heavy Cleaning and or removal of any existing coating or liner is not included in bid proposal.
- Typically any debris collected from the Manhole (MH) rehab process is removed by hand but if there is a significant amount of debris collected, the Owner shall provide a Vac Truck to remove debris collected and dispose the debris that is pulled from the cleaning process. Please note, Vortex can also provide a vac truck at the rate above (*4 hr min, travel time will be billed port to port).
- Vacuum, hydrostatic, testing are not included in this bid proposal.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vortex Services LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Tommy Robertson 407-509-6633 trobertson@vortexcompanies.com</p>
---	--



To: City of Pinellas Park	Contact: Dylan Luke
Address: 6051 78th Avenue	Phone:
	Email: dluke@pinellas-park.com
Project Name: FL - Pinellas Park - 7045 82nd Ave CIPP Structure Lining	Bid Number: 2437786
Project Location: 7045 82nd Ave, Pinellas Park, FK	Bid Date: 11/21/2024

Figured Using TIPS contract # 23110201

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
I.20A.014	Mobilization - Florida	1.00	EACH	\$7,500.00	\$7,500.00
I.5A.008	Clean & CCTV Sewer - 24"	70.00	LF	\$15.00	\$1,050.00
I.1B.008	24" x 10.5mm - CIPP Steam / Water Cure	70.00	LF	\$225.00	\$15,750.00
I.1C.007	21"-24" CIPP Set-up Charge	70.00	LF	\$15.00	\$1,050.00
I.3A.015	Rehabilitation - 1-inch Geopolymer Liner	53.78	SF	\$55.00	\$2,957.90
II.21A.017	Infiltration Control - Chemical Grout - Billed As Needed	1.00	GAL	\$150.00	\$150.00
I.20B.008	Flagmen, Billed Per Each, As Needed	40.00	HR	\$80.00	\$3,200.00

Total Bid Price: \$31,657.90

Notes:

- Proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be provided by Others.
- Proposal includes standard signs and cones, flaggers as needed. Any additional maintenance of traffic (MOT) needed will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner will provide access to each and every manhole and or structure. This may include but not limited homeowner coordination for rear easement access, locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Water used to clean pipe segment or box culvert to be decanted in the pipe segment or adjacent pipe/outfall area. Any turbidity control will be provided by Others.
- Our proposal is based on standard light cleaning which is 3 jetter passes or less. If additional passes are required, a T&M rate will apply and be charged at \$285.00/Hr. Downtime for CCTV Crew associated with this heavy cleaning will be charged at \$265.00/Hr.
- Mechanical Cleaning / Tuberculation removal not included in bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Mainline CIPP lining must be completed structure to structure.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at \$450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- Once our CIPP liner is installed, we will provide a post cctv video to show the final CIPP product. One light jetter pass will be included before running the camera down the final CIPP liner. No additional or aggressive cleaning will be performed since it could damage our CIPP PE coating.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal. Client / GC must notify Vortex if the project is Certified payroll prior to contract execution or additional fees may apply.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- Our CIPP liner will assume the shape of the host pipe. It is assumed that the pipes are in a condition that can be lined. Any repairs that may be required to the pipe prior to lining are not included in this proposal.

- If Required, For larger dia. (24" and up) to facilitate CIPP liner installation it may require increasing the size of MH or removing top. This cost is not included in our proposal. If needed Owner will provide this service.
- For the CIPP Lining, Grouting infiltration prior to installing liner, is not included in our pricing. If required, must be completed by others.
- For Structure Rehab, Infiltration Control will be billed as needed.
- For Structure Rehab, Heavy Cleaning and or removal of any existing coating or liner is not included in bid proposal.
- Typically any debris collected from the Manhole (MH) rehab process is removed by hand but if there is a significant amount of debris collected, the Owner shall provide a Vac Truck to remove debris collected and dispose the debris that is pulled from the cleaning process. Please note, Vortex can also provide a vac truck at \$285 / HR (*4 hr min, travel time will be billed port to port)

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vortex Services LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Tommy Robertson 407-509-6633 trobertson@vortexcompanies.com</p>
---	--

TIPS PRICING FORM 1 (PART 1)

**STORMWATER REHABILITATION
PROGRAM**

**TIPS RFP 101100422 PIPE BURSTING
PIGGYBACK**

TIPS PRICING FORM 1 (Part 1) - GOODS/ITEMS PRICING

For Part 1 proposals, TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the "Discount-Off Catalog" option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." On Part 1, Vendor is welcome to propose either or both options, and with either option Vendor is able to update their pricing and add/remove items during the life of the Part 1 contract. It is Vendor's responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this Part 1 solicitation category. Please read the "Vendor Pricing Submission" portion of the Part 1 solicitation document before submitting questions about this form to TIPS.

Option 1 - Discount-Off Catalog Method

This goods/items pricing proposal method is highly preferred over the "Cost-Plus Markup Method" because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Any discount from 0% to 100% is an appropriate response. Then, under this pricing proposal method, Vendor is permitted to provide its "Catalog Pricing" to TIPS in a number of ways, described in Section "A" and Section "B" below. Vendor's minimum discount will always be applied to TIPS "Catalog Pricing" provided herein

SECTION "A" - Providing "Catalog Pricing" through Line-Item Pricing

If Vendor desires to list the "catalog pricing" of goods/items that you sell by line-item, you are welcome to do so here in Section "A" of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item's name and "catalog price." Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items within the category as long as you honor any applicable discounts originally

SECTION	PART #	ITEM DESCRIPTION	UNITS	LIST PRICE	% Discount <i>(Greater than Minimum Discount offered in Attribute Except in Limited Circumstances. See Attribute.)</i>	TIPS Price
Section I: CIPP UV Cured Products						
I	1	UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items				
I	1A	UV Light Cured CIPP:				
	I.1A.001	6" X 2.8mm - CIPP UV Cure	LF	\$112.20	10.00%	\$102.00
	I.1A.002	8 X 2.8mm - CIPP UV Cure	LF	\$97.90	10.00%	\$89.00
	I.1A.003	10 X 2.8mm - CIPP UV Cure	LF	\$119.90	10.00%	\$109.00
	I.1A.004	12" X 2.8mm - CIPP UV Cure	LF	\$130.90	10.00%	\$119.00
	I.1A.005	15" X 3.5mm - CIPP UV Cure	LF	\$137.50	10.00%	\$125.00
	I.1A.006	18" X 4.2mm - CIPP UV Cure	LF	\$180.40	10.00%	\$164.00
	I.1A.007	21" X 4.9mm - CIPP UV Cure	LF	\$231.00	10.00%	\$210.00
	I.1A.008	24" x 5.6mm - CIPP UV Cure	LF	\$289.30	10.00%	\$263.00
	I.1A.009	27" x 5.6mm - CIPP UV Cure	LF	\$378.40	10.00%	\$344.00
	I.1A.010	30" x 5.6mm - CIPP UV Cure	LF	\$412.50	10.00%	\$375.00
	I.1A.011	33" x 5.6mm - CIPP UV Cure	LF	\$467.50	10.00%	\$425.00
	I.1A.012	36" x 5.6mm - CIPP UV Cure	LF	\$522.50	10.00%	\$475.00
	I.1A.013	42" x 8.4mm - CIPP UV Cure	LF	\$805.20	10.00%	\$732.00
	I.1A.014	48" x 8.4mm - CIPP UV Cure	LF	\$928.40	10.00%	\$844.00
	I.1A.015	54" x 10.8mm - CIPP UV Cure	LF	\$1,340.90	10.00%	\$1,219.00
	I.1A.016	60" x 12mm - CIPP UV Cure	LF	\$1,719.30	10.00%	\$1,563.00
	I.1A.017	66" x 13.5mm - CIPP UV Cure	LF	\$1,994.30	10.00%	\$1,813.00
	I.1A.018	72" x 15mm - CIPP UV Cure	LF	\$2,406.80	10.00%	\$2,188.00
	I.1A.019	CIPP UV Cure - 6" Pipe Segmental Patches	EA	\$8,250.00	10.00%	\$7,500.00
	I.1A.020	CIPP UV Cure - 8-12" Pipe Segmental Patches	EA	\$9,281.80	10.00%	\$8,438.00
	I.1A.021	CIPP UV Cure - 13-18" Pipe Segmental Patches	EA	\$15,469.30	10.00%	\$14,063.00
	I.1A.022	CIPP UV Cure - 19-24" Pipe Segmental Patches	EA	\$18,219.30	10.00%	\$16,563.00
	I.1A.023	CIPP UV Cure - 25-36" Pipe Segmental Patches	EA	\$24,062.50	10.00%	\$21,875.00

	I.1A.024	6" & 8" Additional 1.5mm - CIPP UV Cure	LF	\$5.50	10.00%	\$5.00
	I.1A.025	10" & 12" Additional 1.5mm - CIPP UV Cure	LF	\$8.80	10.00%	\$8.00
	I.1A.026	15" & 18" Additional 1.5mm - CIPP UV Cure	LF	\$25.30	10.00%	\$23.00
	I.1A.027	21" & 24" Additional 1.5mm - CIPP UV Cure	LF	\$41.80	10.00%	\$38.00
	I.1A.028	27" Additional 1.5mm - CIPP UV Cure	LF	\$48.40	10.00%	\$44.00
	I.1A.029	30" Additional 1.5mm - CIPP UV Cure	LF	\$57.20	10.00%	\$52.00
	I.1A.030	33" Additional 1.5mm - CIPP UV Cure	LF	\$63.80	10.00%	\$58.00
	I.1A.031	36" Additional 1.5mm - CIPP UV Cure	LF	\$71.50	10.00%	\$65.00
	I.1A.032	42" Additional 1.5mm - CIPP UV Cure	LF	\$80.30	10.00%	\$73.00
	I.1A.033	48" Additional 1.5mm - CIPP UV Cure	LF	\$95.70	10.00%	\$87.00
	I.1A.034	54" Additional 1.5mm - CIPP UV Cure	LF	\$112.20	10.00%	\$102.00
	I.1A.035	60" Additional 1.5mm - CIPP UV Cure	LF	\$129.80	10.00%	\$118.00
	I.1A.036	66" Additional 1.5mm - CIPP UV Cure	LF	\$158.40	10.00%	\$144.00
	I.1A.037	72" Additional 1.5mm - CIPP UV Cure	LF	\$200.20	10.00%	\$182.00
	I.1A.038	6" & 8" Additional .7mm - CIPP UV Cure	LF	\$7.70	10.00%	\$7.00
	I.1A.039	10" & 12" Additional .7mm - CIPP UV Cure	LF	\$12.10	10.00%	\$11.00
	I.1A.040	15" Additional .7mm - CIPP UV Cure	LF	\$16.50	10.00%	\$15.00
	I.1A.041	18" Additional .7mm - CIPP UV Cure	LF	\$17.60	10.00%	\$16.00
	I.1A.042	21" Additional .7mm - CIPP UV Cure	LF	\$20.90	10.00%	\$19.00
	I.1A.043	24" Additional .7mm - CIPP UV Cure	LF	\$24.20	10.00%	\$22.00
	I.1A.044	27" Additional .7mm - CIPP UV Cure	LF	\$26.40	10.00%	\$24.00
	I.1A.045	30" Additional .7mm - CIPP UV Cure	LF	\$29.70	10.00%	\$27.00
	I.1A.046	33" Additional .7mm - CIPP UV Cure	LF	\$31.90	10.00%	\$29.00
	I.1A.047	36" Additional .7mm - CIPP UV Cure	LF	\$35.20	10.00%	\$32.00
	I.1A.048	42" Additional .7mm - CIPP UV Cure	LF	\$50.60	10.00%	\$46.00
	I.1A.049	48" Additional .7mm - CIPP UV Cure	LF	\$72.60	10.00%	\$66.00
	I.1A.050	54" Additional .7mm - CIPP UV Cure	LF	\$96.80	10.00%	\$88.00
	I.1A.051	60" Additional .7mm - CIPP UV Cure	LF	\$117.70	10.00%	\$107.00
	I.1A.052	66" Additional .7mm - CIPP UV Cure	LF	\$137.50	10.00%	\$125.00
	I.1A.053	72" Additional .7mm - CIPP UV Cure	LF	\$158.40	10.00%	\$144.00
I	1B	Steam / Water Cured CIPP:				
	I.1B.001	6" x 4.5mm - CIPP Steam / Water Cure	LF	\$75.90	10.00%	\$69.00
	I.1B.002	8" x 6.0mm - CIPP Steam / Water Cure	LF	\$69.30	10.00%	\$63.00
	I.1B.003	10" x 6.0mm - CIPP Steam / Water Cure	LF	\$82.50	10.00%	\$75.00
	I.1B.004	12" x 6.0mm - CIPP Steam / Water Cure	LF	\$103.40	10.00%	\$94.00
	I.1B.005	15" x 7.5mm - CIPP Steam / Water Cure	LF	\$130.90	10.00%	\$119.00
	I.1B.006	18" x 9.0mm - CIPP Steam / Water Cure	LF	\$158.40	10.00%	\$144.00
	I.1B.007	21" x 9.0mm - CIPP Steam / Water Cure	LF	\$200.20	10.00%	\$182.00
	I.1B.008	24" x 10.5mm - CIPP Steam / Water Cure	LF	\$247.50	10.00%	\$225.00
	I.1B.009	27" x 10.5mm - CIPP Steam / Water Cure	LF	\$289.30	10.00%	\$263.00
	I.1B.010	30" x 12.0mm - CIPP Steam / Water Cure	LF	\$350.90	10.00%	\$319.00
	I.1B.011	33" x 12.0mm - CIPP Steam / Water Cure	LF	\$392.70	10.00%	\$357.00
	I.1B.012	36" x 12.0mm - CIPP Steam / Water Cure	LF	\$460.90	10.00%	\$419.00
	I.1B.013	42" x 13.5mm - CIPP Steam / Water Cure	LF	\$536.80	10.00%	\$488.00
	I.1B.014	48" x 15.0mm - CIPP Steam / Water Cure	LF	\$756.80	10.00%	\$688.00
	I.1B.015	54" x 18.0mm - CIPP Steam / Water Cure	LF	\$1,076.90	10.00%	\$979.00
	I.1B.016	60" x 22.5mm - CIPP Steam / Water Cure	LF	\$1,411.30	10.00%	\$1,283.00
	I.1B.017	66" x 25mm - CIPP Steam / Water Cure	LF	\$1,856.80	10.00%	\$1,688.00
	I.1B.018	72" x 28mm - CIPP Steam / Water Cure	LF	\$2,200.00	10.00%	\$2,000.00
	I.1B.019	6" & 8" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$5.50	10.00%	\$5.00
	I.1B.020	10" & 12" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$7.70	10.00%	\$7.00
	I.1B.021	15" & 18" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$19.80	10.00%	\$18.00
	I.1B.022	21" & 24" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$31.90	10.00%	\$29.00
	I.1B.023	27" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$37.40	10.00%	\$34.00
	I.1B.024	30" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$46.20	10.00%	\$42.00

	I.1B.025	33" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$51.70	10.00%	\$47.00
	I.1B.026	36" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$58.30	10.00%	\$53.00
	I.1B.027	42" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$63.80	10.00%	\$58.00
	I.1B.028	48" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$77.00	10.00%	\$70.00
	I.1B.029	54" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$90.20	10.00%	\$82.00
	I.1B.030	60" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$103.40	10.00%	\$94.00
	I.1B.031	66" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$117.70	10.00%	\$107.00
	I.1B.032	72" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$130.90	10.00%	\$119.00
I	IC	Additional CIPP Items:				
	I.1C.001	Robotically Reinstated Internal reconnects on all CIPP	EA	\$550.00	10.00%	\$500.00
	I.1C.002	Trim Protruding Services	EA	\$742.50	10.00%	\$675.00
	I.1C.003	6"-12" CIPP Set-up Charge	LF	\$49.50	10.00%	\$45.00
	I.1C.004	6" - 12" CIPP Setup Charge (< 300 LF)	EA	\$1,375.00	10.00%	\$1,250.00
	I.1C.005	15"-18" CIPP Set-up Charge	LF	\$55.00	10.00%	\$50.00
	I.1C.006	15" - 21" CIPP Setup Charge (< 300 LF)	EA	\$2,062.50	10.00%	\$1,875.00
	I.1C.007	21"-24" CIPP Set-up Charge	LF	\$57.75	10.00%	\$52.50
	I.1C.008	24" - 36" CIPP Setup Charge (< 300 LF)	EA	\$2,750.00	10.00%	\$2,500.00
	I.1C.009	27"-36" CIPP Set-up Charge	LF	\$66.00	10.00%	\$60.00
	I.1C.010	36" or Larger CIPP Setup Charge (< 300 LF)	EA	\$5,500.00	10.00%	\$5,000.00
	I.1C.011	42"-48" CIPP Set-up Charge	LF	\$74.80	10.00%	\$68.00
	I.1C.012	42-48" or Larger CIPP Setup Charge (< 300 LF)	EA	\$8,250.00	10.00%	\$7,500.00
	I.1C.013	54-60" CIPP Set-up Charge	LF	\$77.00	10.00%	\$70.00
	I.1C.014	54-60" or Larger CIPP Setup Charge (< 300 LF)	EA	\$13,200.00	10.00%	\$12,000.00
	I.1C.015	66-72" CIPP Set-up Charge	LF	\$104.50	10.00%	\$95.00
	I.1C.016	66-72" or Larger CIPP Setup Charge (< 300 LF)	EA	\$19,800.00	10.00%	\$18,000.00
	I.1C.017	Backyard Easement Setup (6" - 10")	EA	\$3,437.50	10.00%	\$3,125.00
	I.1C.018	Backyard Easement Setup (12" - 18")	EA	\$4,812.50	10.00%	\$4,375.00
	I.1C.019	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	\$6.88	10.00%	\$6.25
	I.1C.020	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	\$13.75	10.00%	\$12.50
	I.1C.021	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	\$20.63	10.00%	\$18.75
	I.1C.022	Over the hole set up	EA	\$165,000.00	10.00%	\$150,000.00
	I.1C.023	Over the hole set up weekly Rental	WK	\$82,500.00	10.00%	\$75,000.00
I	ID	CIPP Sectional Liners				
	I.1D.001	Internal Pipe Point Repair with CIPP, 6" - 8" Diameter, minimum thickness (includes up to 5')	EA	\$6,875.00	10.00%	\$6,250.00
	I.1D.002	Internal Pipe Point Repair with CIPP, 10" Diameter, minimum thickness (includes up to 5')	EA	\$8,937.50	10.00%	\$8,125.00
	I.1D.003	Internal Pipe Point Repair with CIPP, 12" Diameter, minimum thickness (includes up to 5')	EA	\$9,625.00	10.00%	\$8,750.00
	I.1D.004	Internal Pipe Point Repair with CIPP, 15" Diameter, minimum thickness (includes up to 5')	EA	\$10,312.50	10.00%	\$9,375.00
	I.1D.005	Internal Pipe Point Repair with CIPP, 18" Diameter, minimum thickness (includes up to 5')	EA	\$13,062.50	10.00%	\$11,875.00

	I.1D.006	Internal Pipe Point Repair with CIPP, 20" - 24" Diameter, minimum thickness (includes up to 4')	EA	\$15,125.00	10.00%	\$13,750.00
	I.1D.007	IPR - Additional Footage 6"-8"	LF	\$412.50	10.00%	\$375.00
	I.1D.008	IPR - Additional Footage 10"	LF	\$550.00	10.00%	\$500.00
	I.1D.009	IPR - Additional Footage 12"	LF	\$687.50	10.00%	\$625.00
	I.1D.010	IPR - Additional Footage 15"	LF	\$825.00	10.00%	\$750.00
	I.1D.011	IPR - Additional Footage 18"	LF	\$962.50	10.00%	\$875.00
	I.1D.012	IPR - Additional Footage 20" - 24"	LF	\$1,237.50	10.00%	\$1,125.00
I	2	Pipe Bursting Rehabilitation and Related Items				
I	2A	Pipe Bursting Sewer Lines:				
	I.2A.001	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	\$111.38	10.00%	\$101.25
	I.2A.002	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	\$126.23	10.00%	\$114.75
	I.2A.003	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	\$163.35	10.00%	\$148.50
	I.2A.004	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	\$126.23	10.00%	\$114.75
	I.2A.005	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	\$148.50	10.00%	\$135.00
	I.2A.006	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	\$170.78	10.00%	\$155.25
	I.2A.007	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	\$133.65	10.00%	\$121.50
	I.2A.008	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	\$170.78	10.00%	\$155.25
	I.2A.009	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	\$193.05	10.00%	\$175.50
	I.2A.010	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	\$163.35	10.00%	\$148.50
	I.2A.011	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	\$185.63	10.00%	\$168.75
	I.2A.012	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	\$207.90	10.00%	\$189.00
	I.2A.013	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	\$267.30	10.00%	\$243.00
	I.2A.014	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	\$297.00	10.00%	\$270.00
	I.2A.015	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	\$363.83	10.00%	\$330.75
	I.2A.016	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	\$334.13	10.00%	\$303.75
	I.2A.017	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	\$386.10	10.00%	\$351.00
	I.2A.018	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	\$445.50	10.00%	\$405.00
	I.2A.019	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	\$386.10	10.00%	\$351.00
	I.2A.020	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	\$475.20	10.00%	\$432.00
	I.2A.021	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	\$534.60	10.00%	\$486.00
	I.2A.022	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	\$445.50	10.00%	\$405.00
	I.2A.023	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	\$534.60	10.00%	\$486.00
	I.2A.024	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	\$594.00	10.00%	\$540.00
	I.2A.025	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	\$631.13	10.00%	\$573.75
	I.2A.026	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	\$742.50	10.00%	\$675.00
	I.2A.027	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	\$965.25	10.00%	\$877.50

	I.2A.028	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	\$742.50	10.00%	\$675.00
	I.2A.029	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	\$891.00	10.00%	\$810.00
	I.2A.030	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	\$1,188.00	10.00%	\$1,080.00
	I.2A.031	8" - 12" Pipeburst Setup Charge	EA	\$14,850.00	10.00%	\$13,500.00
	I.2A.032	16" - 22" Pipeburst Setup Charge	EA	\$22,275.00	10.00%	\$20,250.00
	I.2A.033	24" or Larger Pipeburst Setup Charge	EA	\$37,125.00	10.00%	\$33,750.00
	I.2A.034	Over 16' deep premium	LF	\$297.00	10.00%	\$270.00
	I.2A.035	Cutting or Removing Existing Liner	LF	\$222.75	10.00%	\$202.50
I	2B	Pipe Bursting Water Lines:				
	I.2B.001	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$103.95	10.00%	\$94.50
	I.2B.002	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$141.08	10.00%	\$128.25
	I.2B.003	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$170.78	10.00%	\$155.25
	I.2B.004	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$193.05	10.00%	\$175.50
	I.2B.005	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$207.90	10.00%	\$189.00
	I.2B.006	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$230.18	10.00%	\$209.25
	I.2B.007	6" Flow Stop	EA	\$9,949.50	10.00%	\$9,045.00
	I.2B.008	8" Flow Stop	EA	\$12,474.00	10.00%	\$11,340.00
	I.2B.009	10" Flow Stop	EA	\$14,404.50	10.00%	\$13,095.00
	I.2B.010	12" Flow Stop	EA	\$16,780.50	10.00%	\$15,255.00
	I.2B.011	3/4" Service Tap, Install on 4"-8" Waterline	EA	\$1,633.50	10.00%	\$1,485.00
	I.2B.012	1" Service Tap, Install on 4"-8" Waterline	EA	\$1,782.00	10.00%	\$1,620.00
	I.2B.013	1.5" Service Tap, Install on 4"-8" Waterline	EA	\$2,376.00	10.00%	\$2,160.00
	I.2B.014	2" Service Tap, Install on 4"-8" Waterline	EA	\$3,564.00	10.00%	\$3,240.00
	I.2B.015	3/4" Service Tap, Install on 10"-12" Waterline	EA	\$1,633.50	10.00%	\$1,485.00
	I.2B.016	1" Service Tap, Install on 10"-12" Waterline	EA	\$1,782.00	10.00%	\$1,620.00
	I.2B.017	1.5" Service Tap, Install on 10"-12" Waterline	EA	\$2,376.00	10.00%	\$2,160.00
	I.2B.018	2" Service Tap, Install on 10"-12" Waterline	EA	\$3,712.50	10.00%	\$3,375.00
	I.2B.019	Install 4"-8" tee, to any size	EA	\$6,088.50	10.00%	\$5,535.00
	I.2B.020	Install 10"-12" tee, to any size	EA	\$8,464.50	10.00%	\$7,695.00
	I.2B.021	Install 4"-8" mechanical joint wet connection, to any size	EA	\$4,603.50	10.00%	\$4,185.00
	I.2B.022	Install 10"-12" wet connection, to any size	EA	\$10,543.50	10.00%	\$9,585.00
	I.2B.023	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	\$668.25	10.00%	\$607.50
	I.2B.024	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	\$1,002.38	10.00%	\$911.25
	I.2B.025	Annual and void space grouting	CY	\$297.00	10.00%	\$270.00
	I.2B.026	Install 1" Corporation Stop with Valve Box	EA	\$742.50	10.00%	\$675.00
	I.2B.027	Install 2" Corporation Stop with Valve Box	EA	\$1,299.38	10.00%	\$1,181.25
	I.2B.028	Install 4" gate valve & box	EA	\$1,113.75	10.00%	\$1,012.50
	I.2B.029	Install 6" gate valve & box	EA	\$1,485.00	10.00%	\$1,350.00
	I.2B.030	Install 8" gate valve & box	EA	\$2,227.50	10.00%	\$2,025.00
	I.2B.031	Install 12" gate valve & box	EA	\$4,083.75	10.00%	\$3,712.50
	I.2B.032	Install 8"x2" service saddle	EA	\$1,670.63	10.00%	\$1,518.75
	I.2B.033	Install 12"x1" service saddle	EA	\$2,227.50	10.00%	\$2,025.00
	I.2B.034	Install 12"x2" service saddle	EA	\$2,413.13	10.00%	\$2,193.75
	I.2B.035	Connect new 1" water line w/existing 1" water line	EA	\$556.88	10.00%	\$506.25

	I.2B.036	Connect new 2" water line w/existing 2" water line	EA	\$928.13	10.00%	\$843.75
	I.2B.037	Connect new 4" water line w/existing 4" water line	EA	\$1,113.75	10.00%	\$1,012.50
	I.2B.038	Connect new 6" water line w/existing 6" water line	EA	\$1,299.38	10.00%	\$1,181.25
	I.2B.039	Connect new 8" water line w/existing 8" water line	EA	\$1,485.00	10.00%	\$1,350.00
	I.2B.040	Connect new 12" water line w/existing 12" water line	EA	\$1,856.25	10.00%	\$1,687.50
	I.2B.041	Install 3/4 inch service connections	EA	\$1,039.50	10.00%	\$945.00
	I.2B.042	Remove and dispose of existing fire hydrant	EA	\$928.13	10.00%	\$843.75
	I.2B.043	Salvage existing fire hydrant and re-install in new location	EA	\$4,826.25	10.00%	\$4,387.50
	I.2B.044	Repair pavement with cold mix asphalt	TO	\$445.50	10.00%	\$405.00
	I.2B.045	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	\$1,188.00	10.00%	\$1,080.00
	I.2B.046	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	\$1,262.25	10.00%	\$1,147.50
	I.2B.047	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	EA	\$8,167.50	10.00%	\$7,425.00
I	3	Structure (Manhole) Rehabilitation, Corrosion Protection, and Related Items				
I	3A	Manhole / Structure Rehab:				
	I.3A.001	Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland cementitious liner	VF	\$481.25	10.00%	\$437.50
	I.3A.002	Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland cementitious liner	VF	\$550.00	10.00%	\$500.00
	I.3A.003	Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland cementitious liner	VF	\$618.75	10.00%	\$562.50
	I.3A.004	Rehabilitation - each additional 1/2-inch Portland cementitious liner	SF	\$34.38	10.00%	\$31.25
	I.3A.005	Rehabilitation - 1-inch Portland cementitious liner	SF	\$48.13	10.00%	\$43.75
	I.3A.006	Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$550.00	10.00%	\$500.00
	I.3A.007	Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$618.75	10.00%	\$562.50
	I.3A.008	Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$687.50	10.00%	\$625.00
	I.3A.009	Rehabilitation - each additional 1/2-inch Calcium Aluminate liner	SF	\$41.25	10.00%	\$37.50
	I.3A.010	Rehabilitation - 1-inch Calcium Aluminate liner	SF	\$55.00	10.00%	\$50.00
	I.3A.011	Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	\$618.75	10.00%	\$562.50
	I.3A.012	Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	\$687.50	10.00%	\$625.00
	I.3A.013	Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	\$756.25	10.00%	\$687.50
	I.3A.014	Rehabilitation - each additional 1/2-inch Geopolymer liner	SF	\$48.13	10.00%	\$43.75
	I.3A.015	Rehabilitation - 1-inch Geopolymer liner	SF	\$61.88	10.00%	\$56.25
	I.3A.016	Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$756.25	10.00%	\$687.50
	I.3A.017	Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$893.75	10.00%	\$812.50
	I.3A.018	Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$1,031.25	10.00%	\$937.50
	I.3A.019	Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SF	\$116.88	10.00%	\$106.25

	I.3A.020	Rehabilitation (Standard 4-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$1,031.25	10.00%	\$937.50
	I.3A.021	Rehabilitation (Standard 5-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$1,168.75	10.00%	\$1,062.50
	I.3A.022	Rehabilitation (Standard 6-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$1,306.25	10.00%	\$1,187.50
	I.3A.023	Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SF	\$240.63	10.00%	\$218.75
	I.3A.024	Rebuild Bench and Invert	EA	\$1,375.00	10.00%	\$1,250.00
	I.3A.025	Invert Installation, 4' Dia.	EACH	\$2,406.25	10.00%	\$2,187.50
	I.3A.026	Invert Installation, 5' Dia.	EACH	\$2,578.13	10.00%	\$2,343.75
	I.3A.027	Invert Installation, 6' Dia.	EACH	\$2,921.88	10.00%	\$2,656.25
	I.3A.028	Invert Installation, Other Configurations	SF	\$4,296.88	10.00%	\$3,906.25
	I.3A.029	All Sizes Installation of Manhole Chimney Seal	EA	\$962.50	10.00%	\$875.00
	I.3A.030	Vacuum Test Manhole (12" mainline or smaller)	EA	\$893.75	10.00%	\$812.50
	I.3A.031	Holiday Test Manhole (Epoxy Only)	EA	\$893.75	10.00%	\$812.50
	I.3A.032	New manhole frame and cover - 24"	EA	\$3,437.50	10.00%	\$3,125.00
	I.3A.033	New manhole frame and cover - 32"	EA	\$4,812.50	10.00%	\$4,375.00
	I.3A.034	Locate and Expose Buried Manhole, Street	EA	\$1,375.00	10.00%	\$1,250.00
	I.3A.035	Locate and Expose Buried Manhole, Non-Street	EA	\$1,031.25	10.00%	\$937.50
	I.3A.036	Adjust manhole frame and cover up to 1 Ft	EA	\$1,718.75	10.00%	\$1,562.50
	I.3A.037	Adjust manhole frame and cover over 1 Ft	VF	\$2,062.50	10.00%	\$1,875.00
	I.3A.038	Raise manhole frame and cover in Asphalt /Concrete	EA	\$3,437.50	10.00%	\$3,125.00
	I.3A.039	Raise manhole frame and cover in Grass	EA	\$2,750.00	10.00%	\$2,500.00
	I.3A.040	Replace manhole frame and cover in Asphalt /Concrete	EA	\$5,500.00	10.00%	\$5,000.00
	I.3A.041	Replace manhole frame and cover in Grass	EA	\$4,125.00	10.00%	\$3,750.00
	I.3A.042	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 24"	EA	\$6,187.50	10.00%	\$5,625.00
	I.3A.043	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 32"	EA	\$8,937.50	10.00%	\$8,125.00
	I.3A.044	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	\$27,500.00	10.00%	\$25,000.00
	I.3A.045	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	\$2,750.00	10.00%	\$2,500.00
	I.3A.046	All Sizes Installation of poured in place structure	SF	\$275.00	10.00%	\$250.00
	I.3A.047	All Sizes Set-up for install of poured in place MH structure or FRP	LS	\$6,875.00	10.00%	\$6,250.00
I	4	Bypass for Gravity Pipelines and Related Items				
I	4A	Dewatering / Bypass Pumping Gravity Pipes:				
	I.4A.001	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	\$3,520.00	10.00%	\$3,200.00
	I.4A.002	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	\$7,150.00	10.00%	\$6,500.00
	I.4A.003	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	\$16,500.00	10.00%	\$15,000.00
	I.4A.004	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	\$27,500.00	10.00%	\$25,000.00
	I.4A.005	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	\$38,500.00	10.00%	\$35,000.00
	I.4A.006	Set Up Additional Length 4" Bypass Discharge Line over 1000 feet	LF	\$44.00	10.00%	\$40.00
	I.4A.007	Set Up Additional Length 6" Bypass Discharge Line over 1000 feet	LF	\$49.50	10.00%	\$45.00
	I.4A.008	Set Up Additional Length 8" Bypass Discharge Line over 1000 feet	LF	\$55.00	10.00%	\$50.00

	I.4A.009	Set Up Additional Length 10" Bypass Discharge Line over 1000 feet	LF	\$71.50	10.00%	\$65.00
	I.4A.010	Set Up Additional Length 12" Bypass Discharge Line over 1000 feet	LF	\$126.50	10.00%	\$115.00
	I.4A.011	Set Up Additional Length 18" Bypass Discharge Line over 1000 feet	LF	\$187.00	10.00%	\$170.00
	I.4A.012	Operate 4" pumping System per pump	DY	\$687.50	10.00%	\$625.00
	I.4A.013	Operate 4" Hoses - includes up to 20' of suction & 1,000' of lay flat	DY	\$660.00	10.00%	\$600.00
	I.4A.014	Operate 4" Hoses - Additional 20' Suction	DY	\$33.00	10.00%	\$30.00
	I.4A.015	Operate 4" Hoses - Additional 50' Lay flat	DY	\$33.00	10.00%	\$30.00
	I.4A.016	Operate 6" pumping System per pump	DY	\$3,520.00	10.00%	\$3,200.00
	I.4A.017	Operate 6" Hoses - includes up to 20' of suction & 1,000' of lay flat	DY	\$825.00	10.00%	\$750.00
	I.4A.018	Operate 6" Hoses - Additional 20' Suction	DY	\$44.00	10.00%	\$40.00
	I.4A.019	Operate 6" Hoses - Additional 50' Lay flat	DY	\$44.00	10.00%	\$40.00
	I.4A.020	Operate 8" pumping System per pump	DY	\$7,480.00	10.00%	\$6,800.00
	I.4A.021	Operate 8" Hoses - includes up to 20' of suction & 500' of HDPE or Aluminum Bauer Pipe	DY	\$302.50	10.00%	\$275.00
	I.4A.022	Operate 8" Hoses - Additional 10' Suction	DY	\$55.00	10.00%	\$50.00
	I.4A.023	Operate 8" Hoses - Additional 20' HDPE or Aluminum Bauer Pipe	DY	\$8.80	10.00%	\$8.00
	I.4A.024	Operate 12" pumping System per pump	DY	\$11,550.00	10.00%	\$10,500.00
	I.4A.025	Operate 12" Hoses - includes up to 20' of suction & 500' of HDPE	DY	\$1,017.50	10.00%	\$925.00
	I.4A.026	Operate 12" Hoses - Additional 10' Suction Hard Pipe	DY	\$16.50	10.00%	\$15.00
	I.4A.027	Operate 12" Hoses - Additional 20' HDPE	DY	\$33.00	10.00%	\$30.00
	I.4A.028	Operate 18" pumping System per pump	DY	\$23,650.00	10.00%	\$21,500.00
	I.4A.029	Operate 18" Hoses - includes up to 20' of suction & 500' of Fused HDPE Pipe	DY	\$1,100.00	10.00%	\$1,000.00
	I.4A.030	Operate 18" Hoses - Additional 10' Suction	DY	\$22.00	10.00%	\$20.00
	I.4A.031	Operate 18" Hoses - Additional 50' HDPE	DY	\$71.50	10.00%	\$65.00
	I.4A.032	Tear down 4" pump and piping including 1000 feet of bypass discharge line	EA	\$3,300.00	10.00%	\$3,000.00
	I.4A.033	Tear down 6" pump and piping including 1000 feet of bypass discharge line	EA	\$4,950.00	10.00%	\$4,500.00
	I.4A.034	Tear down 8" pump and piping including 1000 feet of bypass discharge line	EA	\$7,150.00	10.00%	\$6,500.00
	I.4A.035	Tear down 12" pump and piping including 1000 feet of bypass discharge line	EA	\$9,350.00	10.00%	\$8,500.00
	I.4A.036	Tear down 18" pump and piping including 1000 feet of bypass discharge line	EA	\$11,550.00	10.00%	\$10,500.00
	I.4A.037	Tear Down Additional Length 4" Bypass Discharge Line over 1000 feet	LF	\$44.00	10.00%	\$40.00
	I.4A.038	Tear Down Additional Length 6" Bypass Discharge Line over 1000 feet	LF	\$49.50	10.00%	\$45.00
	I.4A.039	Tear Down Additional Length 8" Bypass Discharge Line over 1000 feet	LF	\$55.00	10.00%	\$50.00
	I.4A.040	Tear Down Additional Length 10" Bypass Discharge Line over 1000 feet	LF	\$71.50	10.00%	\$65.00
	I.4A.041	Tear Down Additional Length 12" Bypass Discharge Line over 1000 feet	LF	\$126.50	10.00%	\$115.00
	I.4A.042	Tear Down Additional Length 18" Bypass Discharge Line over 1000 feet	LF	\$187.00	10.00%	\$170.00
	I.4A.043	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DY	\$4,125.00	10.00%	\$3,750.00
	I.4A.044	8" ROAD CROSSING	DY	\$220.00	10.00%	\$200.00
	I.4A.045	10" BRIDGE STYLE ROAD CROSSING	DY	\$412.50	10.00%	\$375.00
	I.4A.046	10" ROAD CROSSING DOUBLE WIDE	DY	\$220.00	10.00%	\$200.00
	I.4A.047	12" ROAD CROSSING	DY	\$330.00	10.00%	\$300.00
	I.4A.048	12" ROAD CROSSING DOUBLE WIDE	DY	\$275.00	10.00%	\$250.00
	I.4A.049	18" ROAD CROSSING	DY	\$385.00	10.00%	\$350.00

	I.4A.050	Bypass - Street Ramp (Setup, Operate, Maintain)	DY	\$4,125.00	10.00%	\$3,750.00
	I.4A.051	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	\$165.00	10.00%	\$150.00
	I.4A.052	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	\$275.00	10.00%	\$250.00
	I.4A.053	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	\$385.00	10.00%	\$350.00
	I.4A.054	PIPE FUSION MACHINE 6"-18"	DY	\$858.00	10.00%	\$780.00
	I.4A.055	PIPE FUSION MACHINE 4" - 12"	DY	\$759.00	10.00%	\$690.00
	I.4A.056	PUMP 1" TO 1.5" AOD	DY	\$93.50	10.00%	\$85.00
	I.4A.057	PUMP 2" AOD	DY	\$159.50	10.00%	\$145.00
	I.4A.058	PUMP 3" AOD	DY	\$159.50	10.00%	\$145.00
	I.4A.059	PUMP 2" GAS TRASH	DY	\$110.00	10.00%	\$100.00
	I.4A.060	PUMP 3" GAS TRASH	DY	\$148.50	10.00%	\$135.00
	I.4A.061	PUMP 4" GAS TRASH	DY	\$220.00	10.00%	\$200.00
	I.4A.062	PUMP 3" DIESEL	DY	\$148.50	10.00%	\$135.00
	I.4A.063	PUMP 4" DIESEL	DY	\$550.00	10.00%	\$500.00
	I.4A.064	PUMP 6" DIESEL	DY	\$715.00	10.00%	\$650.00
	I.4A.065	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DY	\$715.00	10.00%	\$650.00
	I.4A.066	PUMP 8" DIESEL	DY	\$825.00	10.00%	\$750.00
	I.4A.067	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DY	\$825.00	10.00%	\$750.00
	I.4A.068	PUMP 10" DIESEL	DY	\$1,210.00	10.00%	\$1,100.00
	I.4A.069	PUMP 12" DIESEL	DY	\$1,320.00	10.00%	\$1,200.00
	I.4A.070	PUMP 14" DIESEL	DY	\$2,200.00	10.00%	\$2,000.00
	I.4A.071	PUMP 18" DIESEL	DY	\$3,646.50	10.00%	\$3,315.00
	I.4A.072	4" HYDRAULIC PUMP HEAD	DY	\$181.50	10.00%	\$165.00
	I.4A.073	6" HYDRAULIC PUMP HEAD	DY	\$209.00	10.00%	\$190.00
	I.4A.074	8" HYDRAULIC PUMP HEAD	DY	\$258.50	10.00%	\$235.00
	I.4A.075	12" HYDRAULIC PUMP HEAD	DY	\$346.50	10.00%	\$315.00
	I.4A.076	HYDRAULIC POWER UNIT - 25HP	DY	\$385.00	10.00%	\$350.00
	I.4A.077	HYDRAULIC POWER UNIT - 65HP	DY	\$385.00	10.00%	\$350.00
	I.4A.078	HYDRAULIC POWER UNIT - 150HP	DY	\$1,705.00	10.00%	\$1,550.00
	I.4A.079	4 X 10 BAUER PIPE	DY	\$27.50	10.00%	\$25.00
	I.4A.080	6 X 10 BAUER PIPE	DY	\$38.50	10.00%	\$35.00
	I.4A.081	6 X 20 BAUER PIPE	DY	\$44.00	10.00%	\$40.00
	I.4A.082	8 X 10 BAUER PIPE	DY	\$49.50	10.00%	\$45.00
	I.4A.083	8 X 20 BAUER PIPE	DY	\$55.00	10.00%	\$50.00
	I.4A.084	PUMP HYDROSTATIC TEST 10K PSI AIR	DY	\$60.50	10.00%	\$55.00
	I.4A.085	PUMP HYDROSTATIC TEST 8K PSI	DY	\$82.50	10.00%	\$75.00
	I.4A.086	HOSE 8' PUMP HYDROSTATIC TEST	DY	\$104.50	10.00%	\$95.00
	I.4A.087	PUMP WATCH (each 12 Hour Shift)	EA	\$3,300.00	10.00%	\$3,000.00
	I.4A.088	HYDROSTATIC TESTING OF PIPING	HR	\$550.00	10.00%	\$500.00
	I.4A.089	24 HOUR SYSTEM TEST	HR	\$550.00	10.00%	\$500.00
	I.4A.090	SWPPP	EA	\$7,150.00	10.00%	\$6,500.00
I	4B	Dams / Plugs / Divers:				
	I.4B.001	6 X 6 CONTAINMENT BERM	DAY	\$88.00	10.00%	\$80.00
	I.4B.002	12 X 12 CONTAINMENT BERM	DAY	\$176.00	10.00%	\$160.00
	I.4B.003	PLUG TEST 6"-10"	DAY	\$71.50	10.00%	\$65.00
	I.4B.004	PLUG TEST 8"-12"	DAY	\$82.50	10.00%	\$75.00
	I.4B.005	PLUG TEST 12"-18"	DAY	\$93.50	10.00%	\$85.00
	I.4B.006	PLUG TEST 15"-30"	DAY	\$137.50	10.00%	\$125.00
	I.4B.007	PLUG TEST 24"-48"	DAY	\$357.50	10.00%	\$325.00
	I.4B.008	PLUG TEST 36"-60"	DAY	\$550.00	10.00%	\$500.00
	I.4B.009	PLUG TEST 48"-72"	DAY	\$935.00	10.00%	\$850.00
	I.4B.010	PLUG TEST 60"-96"	DAY	\$1,045.00	10.00%	\$950.00
	I.4B.011	Installation and Removal of Cofferdam	EA	\$11,000.00	10.00%	\$10,000.00
	I.4B.012	Installation and Removal of Aqua Barrier	EA	\$22,000.00	10.00%	\$20,000.00
	I.4B.013	Rental of Aqua Barrier	WK	\$5,500.00	10.00%	\$5,000.00

	I.4B.014	Installation and Removal of Plugs 6" - 18"	EA	\$1,650.00	10.00%	\$1,500.00
	I.4B.015	Installation and Removal of Plugs 24"-48"	EA	\$2,750.00	10.00%	\$2,500.00
	I.4B.016	Installation and Removal of Plugs 48" and Greater	EA	\$5,500.00	10.00%	\$5,000.00
	I.4B.017	Installation and Removal of Earthen Dam	EA	\$55,000.00	10.00%	\$50,000.00
	I.4B.018	Installation and Removal of Sheet Piling	LF	\$825.00	10.00%	\$750.00
	I.4B.019	Installation and Removal of Dewatering Box	EA	\$27,500.00	10.00%	\$25,000.00
	I.4B.020	Diver - Mobilization Over 100 Miles	EA	\$2,062.50	10.00%	\$1,875.00
	I.4B.021	Diver - Pipe Cleaning / Dredging To Install Plug	HR	\$343.75	10.00%	\$312.50
	I.4B.022	Diver - Installation 1st Plug-60inch And Smaller (removal Same As Install)	EA	\$2,062.50	10.00%	\$1,875.00
	I.4B.023	Diver - Installation 5 Or More Plugs Same Day (day Rate) (removal Same As Install)	EA	\$4,125.00	10.00%	\$3,750.00
	I.4B.024	Diver - Install Additional Plugs On Same Mob (removal Same As Install)	EA	\$1,650.00	10.00%	\$1,500.00
	I.4B.025	Diver - Installation Plug 60 Inch And Greater (removal Same As Install)	EA	\$2,750.00	10.00%	\$2,500.00
	I.4B.026	Diver - Day Rate For Dive Team, Underwater Power Tools & Video (day Rate)	EA	\$4,125.00	10.00%	\$3,750.00
I	5	Clean / TV and Evaluation for Gravity Pipelines and Related Items				
I	5A	Clean & CCTV:				
	I.5A.001	Clean & CCTV Sewer - 6"	LF	\$14.30	10.00%	\$13.00
	I.5A.002	Clean & CCTV Sewer - 8"	LF	\$14.30	10.00%	\$13.00
	I.5A.003	Clean & CCTV Sewer - 10"	LF	\$16.50	10.00%	\$15.00
	I.5A.004	Clean & CCTV Sewer - 12"	LF	\$18.70	10.00%	\$17.00
	I.5A.005	Clean & CCTV Sewer - 15"	LF	\$20.90	10.00%	\$19.00
	I.5A.006	Clean & CCTV Sewer - 18"	LF	\$22.00	10.00%	\$20.00
	I.5A.007	Clean & CCTV Sewer - 21"	LF	\$24.20	10.00%	\$22.00
	I.5A.008	Clean & CCTV Sewer - 24"	LF	\$26.40	10.00%	\$24.00
	I.5A.009	Clean & CCTV Sewer - 27"	LF	\$28.60	10.00%	\$26.00
	I.5A.010	Clean & CCTV Sewer - 30"	LF	\$30.80	10.00%	\$28.00
	I.5A.011	Clean & CCTV Sewer - 33"	LF	\$33.00	10.00%	\$30.00
	I.5A.012	Clean & CCTV Sewer - 36"	LF	\$36.30	10.00%	\$33.00
	I.5A.013	Clean & CCTV Sewer - 42"	LF	\$38.50	10.00%	\$35.00
	I.5A.014	Clean & CCTV Sewer - 48"	LF	\$40.70	10.00%	\$37.00
	I.5A.015	Clean & CCTV Sewer - 54"	LF	\$49.50	10.00%	\$45.00
	I.5A.016	Clean & CCTV Sewer - 60"	LF	\$60.50	10.00%	\$55.00
	I.5A.017	Clean & CCTV Sewer - 66"	LF	\$71.50	10.00%	\$65.00
	I.5A.018	Clean & CCTV Sewer - 72"	LF	\$82.50	10.00%	\$75.00
	I.5A.019	Clean & CCTV Sewer - 78"	LF	\$104.50	10.00%	\$95.00
	I.5A.020	Clean & CCTV Sewer - 84"	LF	\$115.50	10.00%	\$105.00
	I.5A.021	Clean & CCTV Sewer - 90"	LF	\$126.50	10.00%	\$115.00
	I.5A.022	Clean & CCTV Sewer - 96"	LF	\$132.00	10.00%	\$120.00
	I.5A.023	Clean & CCTV Sewer - 102"	LF	\$137.50	10.00%	\$125.00
	I.5A.024	Clean & CCTV Sewer - 108"	LF	\$143.00	10.00%	\$130.00
	I.5A.025	Clean & CCTV Sewer - 114"	LF	\$148.50	10.00%	\$135.00
	I.5A.026	Clean & CCTV Sewer > 114"	LF	\$159.50	10.00%	\$145.00
	I.5A.027	Clean / Debris Removal per CY	CY	\$275.00	10.00%	\$250.00
	I.5A.028	Heavy Clean & CCTV	HR	\$1,045.00	10.00%	\$950.00
	I.5A.029	6" - 12" Post TV Inspection After Rehabilitation	LF	\$7.70	10.00%	\$7.00
	I.5A.030	14" - 20" Post TV Inspection After Rehabilitation	LF	\$9.90	10.00%	\$9.00
	I.5A.031	21" - 36" Post TV Inspection After Rehabilitation	LF	\$12.10	10.00%	\$11.00
	I.5A.032	37"- 42" Post TV Inspection After Rehabilitation	LF	\$16.50	10.00%	\$15.00
	I.5A.033	43"- 48" Post TV Inspection After Rehabilitation	LF	\$30.25	10.00%	\$27.50
	I.5A.034	49"- 54" Post TV Inspection After Rehabilitation	LF	\$44.00	10.00%	\$40.00

	I.5A.035	55" - 60" Post TV Inspection After Rehabilitation	LF	\$57.42	10.00%	\$52.20
	I.5A.036	61" - 72" Post TV Inspection After Rehabilitation	LF	\$71.50	10.00%	\$65.00
	I.5A.037	73" or Larger Post TV Inspection After Rehabilitation	LF	\$85.25	10.00%	\$77.50
	I.5A.038	Sewer, Internal Pipe Inspection Push Camera	LF	\$55.00	10.00%	\$50.00
	I.5A.039	Sonar/TISCIT Survey >18" - 24" Diameter Pipe	LF	\$26.40	10.00%	\$24.00
	I.5A.040	Sonar/TISCIT Survey > 24" - 36" Diameter Pipe	LF	\$33.00	10.00%	\$30.00
	I.5A.041	Sonar/TISCIT Survey > 36" Diameter Pipe	LF	\$44.00	10.00%	\$40.00
	I.5A.042	MSI Survey >18" - 24" Diameter Pipe	LF	\$44.00	10.00%	\$40.00
	I.5A.043	MSI Survey > 24" - 36" Diameter Pipe	LF	\$55.00	10.00%	\$50.00
	I.5A.044	MSI Survey > 36" Diameter Pipe	LF	\$66.00	10.00%	\$60.00
	I.5A.045	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	\$5,929.00	10.00%	\$5,390.00
	I.5A.046	Major Lift Station Cleaning - Additional Hours	HR	\$1,482.25	10.00%	\$1,347.50
	I.5A.047	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	\$1,581.25	10.00%	\$1,437.50
	I.5A.048	Minor Lift Station Cleaning - Additional Hours	HR	\$396.00	10.00%	\$360.00
	I.5A.049	Vactor Truck Services	HR	\$687.50	10.00%	\$625.00
	I.5A.050	CCTV Truck Services	HR	\$550.00	10.00%	\$500.00
	I.5A.051	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	\$123.75	10.00%	\$112.50
	I.5A.052	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	\$481.25	10.00%	\$437.50
	I.5A.053	Re-setup for TV Due to Point Repairs or Obstructions	EA	\$550.00	10.00%	\$500.00
	I.5A.054	Mechanical Root / Grease removal	LF	\$38.50	10.00%	\$35.00
	I.5A.055	Tuberculation Removal / Specialty Cleaning	LF	\$110.00	10.00%	\$100.00
	I.5A.056	Other Remote Obstruction removal (max. 5 lf)	EA	\$935.00	10.00%	\$850.00
	I.5A.057	Smoke Testing	LF	\$8.80	10.00%	\$8.00
	I.5A.058	Manhole Inspections	EA	\$825.00	10.00%	\$750.00
	I.5A.059	Manhole/Cleanout & Sewer Line Visual Inspection	EA	\$253.00	10.00%	\$230.00
	I.5A.060	GPS Survey of Manholes & Cleanouts	EA	\$550.00	10.00%	\$500.00
	I.5A.061	Heavy Debris Removal - MAN ENTRY	EA	\$495.00	10.00%	\$450.00
	I.5A.062	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	\$687.50	10.00%	\$625.00
	I.5A.063	Heavy Debris Removal - REMOTE ENTRY	LF	\$1,375.00	10.00%	\$1,250.00
	I.5A.064	Dyed Water Flooding/Leak Quantification & Evaluation	EA	\$1,650.00	10.00%	\$1,500.00
I	6	Excavation and Related Items				
I	6A	Excavation and Additional Associated Items.				
	I.6A.001	Mobilization for open cut	EA	\$33,000.00	10.00%	\$30,000.00
	I.6A.002	Construction Entrance/Exit, Installation and Removal	EA	\$10,725.00	10.00%	\$9,750.00
	I.6A.003	Construction Entrance/Exit, Install Only	EA	\$7,425.00	10.00%	\$6,750.00
	I.6A.004	Easement Access Road-14'Width, Install and Removal	LF	\$288.75	10.00%	\$262.50
	I.6A.005	Easement Access Road-14'Width, Install only	LF	\$247.50	10.00%	\$225.00
	I.6A.006	Temporary Creek Crossing (12" / 15" Diameter Pipes Installed)	LF	\$1,072.50	10.00%	\$975.00
	I.6A.007	Temporary Creek Crossing (18" / 24" Diameter Pipes Installed)	LF	\$1,237.50	10.00%	\$1,125.00
	I.6A.008	Temporary Creek Crossing (36" Diameter Pipes Installed)	LF	\$1,567.50	10.00%	\$1,425.00

	I.6A.009	Temporary Creek Crossing (42" Diameter Pipes Installed)	LF	\$1,980.00	10.00%	\$1,800.00
	I.6A.010	6" - 8" Point repair (max 12' deep) 5 LF	EA	\$24,750.00	10.00%	\$22,500.00
	I.6A.011	10" - 12" Point repair (0 - 12' deep) 5 LF	EA	\$29,700.00	10.00%	\$27,000.00
	I.6A.012	15" - 18" Point repair (0 - 12' deep) 5 LF	EA	\$41,250.00	10.00%	\$37,500.00
	I.6A.013	21" - 24" Point repair (0 - 12' deep) 5 LF	EA	\$49,500.00	10.00%	\$45,000.00
	I.6A.014	30" Point repair (0 - 12' deep) 5 LF	EA	\$82,500.00	10.00%	\$75,000.00
	I.6A.015	36" Point repair (0 - 12' deep) 5 LF	EA	\$99,000.00	10.00%	\$90,000.00
	I.6A.016	42" Point repair (0 - 12' deep) 5 LF	EA	\$115,500.00	10.00%	\$105,000.00
	I.6A.017	48" Point repair (0 - 12' deep) 5 LF	EA	\$123,750.00	10.00%	\$112,500.00
	I.6A.018	54" Point repair (0 - 12' deep) 5 LF	EA	\$132,000.00	10.00%	\$120,000.00
	I.6A.019	60" Point repair (0 - 12' deep) 5 LF	EA	\$140,250.00	10.00%	\$127,500.00
	I.6A.020	66" Point repair (0 - 12' deep) 5 LF	EA	\$148,500.00	10.00%	\$135,000.00
	I.6A.021	72" Point repair (0 - 12' deep) 5 LF	EA	\$156,750.00	10.00%	\$142,500.00
	I.6A.022	78" Point repair (0 - 12' deep) 5 LF	EA	\$165,000.00	10.00%	\$150,000.00
	I.6A.023	84" Point repair (0 - 12' deep) 5 LF	EA	\$173,250.00	10.00%	\$157,500.00
	I.6A.024	96" Point repair (0 - 12' deep) 5 LF	EA	\$181,500.00	10.00%	\$165,000.00
	I.6A.025	108" Point repair (0 - 12' deep) 5 LF	EA	\$189,750.00	10.00%	\$172,500.00
	I.6A.026	Point Repair >5 LF and / or Open Cut - 6" - 8" (0 - 12' deep)	LF	\$742.50	10.00%	\$675.00
	I.6A.027	Point Repair >5 LF and / or Open Cut - 10" - 12" (0 - 12' deep)	LF	\$891.00	10.00%	\$810.00
	I.6A.028	Point Repair >5 LF and / or Open Cut - 15" - 18" (0 - 12' deep)	LF	\$1,237.50	10.00%	\$1,125.00
	I.6A.029	Point Repair >5 LF and / or Open Cut - 21" - 24" (0 - 12' deep)	LF	\$1,485.00	10.00%	\$1,350.00
	I.6A.030	Point Repair >5 LF and / or Open Cut - 30" (0 - 12' deep)	LF	\$2,475.00	10.00%	\$2,250.00
	I.6A.031	Point Repair >5 LF and / or Open Cut - 36" (0 - 12' deep)	LF	\$2,970.00	10.00%	\$2,700.00
	I.6A.032	Point Repair >5 LF and / or Open Cut - 42" (0 - 12' deep)	LF	\$3,465.00	10.00%	\$3,150.00
	I.6A.033	Point Repair >5 LF and / or Open Cut - 48" (0 - 12' deep)	LF	\$3,712.50	10.00%	\$3,375.00
	I.6A.034	Point Repair >5 LF and / or Open Cut - 54" (0 - 12' deep)	LF	\$3,960.00	10.00%	\$3,600.00
	I.6A.035	Point Repair >5 LF and / or Open Cut - 60" (0 - 12' deep)	LF	\$4,207.50	10.00%	\$3,825.00
	I.6A.036	Point Repair >5 LF and / or Open Cut - 66" (0 - 12' deep)	LF	\$4,455.00	10.00%	\$4,050.00
	I.6A.037	Point Repair >5 LF and / or Open Cut - 72" (0 - 12' deep)	LF	\$4,702.50	10.00%	\$4,275.00
	I.6A.038	Point Repair >5 LF and / or Open Cut - 78" (0 - 12' deep)	LF	\$4,950.00	10.00%	\$4,500.00
	I.6A.039	Point Repair >5 LF and / or Open Cut - 84" (0 - 12' deep)	LF	\$5,197.50	10.00%	\$4,725.00
	I.6A.040	Point Repair >5 LF and / or Open Cut - 96" (0 - 12' deep)	LF	\$5,445.00	10.00%	\$4,950.00
	I.6A.041	Point Repair >5 LF and / or Open Cut - 108" (0 - 12' deep)	LF	\$5,692.50	10.00%	\$5,175.00
	I.6A.042	Point Repair adder for any diameter pipe over 12' deep	LF	\$3,300.00	10.00%	\$3,000.00
	I.6A.043	Connection to existing manhole for open cut installation	EA	\$4,950.00	10.00%	\$4,500.00
	I.6A.044	Add/Deduct cost for providing 6" DIP in lieu of PVC pipe	LF	\$74.25	10.00%	\$67.50
	I.6A.045	Add/Deduct cost for providing 8" DIP in lieu of PVC pipe	LF	\$82.50	10.00%	\$75.00
	I.6A.046	Add/Deduct cost for providing 10" DIP in lieu of PVC pipe	LF	\$99.00	10.00%	\$90.00
	I.6A.047	Add/Deduct cost for providing 12" DIP in lieu of PVC pipe	LF	\$107.25	10.00%	\$97.50
	I.6A.048	Add/Deduct cost for providing 15" DIP in lieu of PVC pipe	LF	\$156.75	10.00%	\$142.50

	I.6A.049	Add/Deduct cost for providing 18" DIP in lieu of PVC pipe	LF	\$189.75	10.00%	\$172.50
	I.6A.050	Add/Deduct cost for providing 20" DIP in lieu of PVC pipe	LF	\$214.50	10.00%	\$195.00
	I.6A.051	Add/Deduct cost for providing 24" DIP in lieu of PVC pipe	LF	\$297.00	10.00%	\$270.00
	I.6A.052	Access Pit (0'-8' deep)	EA	\$7,095.00	10.00%	\$6,450.00
	I.6A.053	Access Pit (8'-12' deep)	EA	\$9,900.00	10.00%	\$9,000.00
	I.6A.054	Access Pit (12'-16' deep)	EA	\$18,480.00	10.00%	\$16,800.00
	I.6A.055	Access Pit (16'-20' deep)	EA	\$24,090.00	10.00%	\$21,900.00
	I.6A.056	Access Pit (over 20' deep)	EA	\$37,125.00	10.00%	\$33,750.00
	I.6A.057	Trench safety (0-8' deep)	LF	\$24.75	10.00%	\$22.50
	I.6A.058	Trench safety (8-12' deep)	LF	\$41.25	10.00%	\$37.50
	I.6A.059	Trench safety (12-16' deep)	LF	\$82.50	10.00%	\$75.00
	I.6A.060	Trench safety (16-20' deep)	LF	\$165.00	10.00%	\$150.00
	I.6A.061	Trench safety over 20' deep)	LF	\$412.50	10.00%	\$375.00
	I.6A.062	Obstruction Removal (0'- 12' deep)	EA	\$8,250.00	10.00%	\$7,500.00
	I.6A.063	Obstruction Removal (12'- 15' deep)	EA	\$13,200.00	10.00%	\$12,000.00
	I.6A.064	External reconnect (0'- 8' deep) up to 5 linear feet	EA	\$4,125.00	10.00%	\$3,750.00
	I.6A.065	External reconnect (8'- 12' deep) up to 5 linear feet	EA	\$7,425.00	10.00%	\$6,750.00
	I.6A.066	External reconnect (12'- 16' deep) up to 5 linear feet	EA	\$9,900.00	10.00%	\$9,000.00
	I.6A.067	External reconnect (16-20' deep) up to 5 linear feet	EA	\$19,800.00	10.00%	\$18,000.00
	I.6A.068	External reconnect (over 20' deep) up to 5 linear feet	EA	\$27,225.00	10.00%	\$24,750.00
	I.6A.069	Extra length service connection over 5 linear feet	LF	\$330.00	10.00%	\$300.00
	I.6A.070	Remove and replace or install service line cleanout	EA	\$1,072.50	10.00%	\$975.00
	I.6A.071	Remove and replace or install cleanout	EA	\$5,775.00	10.00%	\$5,250.00
	I.6A.072	Lid Removal / Replacement / Modification	EA	\$41,250.00	10.00%	\$37,500.00
	I.6A.073	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	\$8,662.50	10.00%	\$7,875.00
	I.6A.074	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	\$9,009.00	10.00%	\$8,190.00
	I.6A.075	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	\$9,355.50	10.00%	\$8,505.00
	I.6A.076	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	\$10,048.50	10.00%	\$9,135.00
	I.6A.077	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	\$10,741.50	10.00%	\$9,765.00
	I.6A.078	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	\$11,781.00	10.00%	\$10,710.00
	I.6A.079	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	\$13,167.00	10.00%	\$11,970.00
	I.6A.080	Unsuitable Soil Replacement (Crusher Run)	CY	\$247.50	10.00%	\$225.00
	I.6A.081	Unsuitable Soil Replacement (Imported fill)	CY	\$330.00	10.00%	\$300.00
	I.6A.082	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	\$7,095.00	10.00%	\$6,450.00
	I.6A.083	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	\$9,900.00	10.00%	\$9,000.00
	I.6A.084	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	\$18,480.00	10.00%	\$16,800.00
	I.6A.085	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	\$24,090.00	10.00%	\$21,900.00
	I.6A.086	Insert 24-32" Plastic Manhole Dish Insert	EA	\$412.50	10.00%	\$375.00
	I.6A.087	Insert 24-32" Stainless Manhole Dish Insert	EA	\$825.00	10.00%	\$750.00
	I.6A.088	Install New Manhole Frame and Cover - 24 or 32"	EA	\$5,775.00	10.00%	\$5,250.00

	I.6A.089	Adjust existing Manhole Frame and Cover	EA	\$4,950.00	10.00%	\$4,500.00
	I.6A.090	Install New 4' DIA precast manhole 0' - 6' deep	EA	\$14,850.00	10.00%	\$13,500.00
	I.6A.091	Extra depth 4' DIA precast manhole over 6' deep	VF	\$1,567.50	10.00%	\$1,425.00
	I.6A.092	Install New 5' DIA precast manhole 0' - 6' deep	EA	\$19,800.00	10.00%	\$18,000.00
	I.6A.093	Extra depth 5' DIA precast manhole over 6' deep	VF	\$2,475.00	10.00%	\$2,250.00
	I.6A.094	Install New 6' DIA precast manhole 0' - 6' deep	EA	\$33,000.00	10.00%	\$30,000.00
	I.6A.095	Extra depth 6' DIA precast manhole over 6' deep	VF	\$4,125.00	10.00%	\$3,750.00
	I.6A.096	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	\$15,675.00	10.00%	\$14,250.00
	I.6A.097	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	\$1,567.50	10.00%	\$1,425.00
	I.6A.098	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	\$20,625.00	10.00%	\$18,750.00
	I.6A.099	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	\$2,475.00	10.00%	\$2,250.00
	I.6A.100	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	\$41,250.00	10.00%	\$37,500.00
	I.6A.101	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	\$4,950.00	10.00%	\$4,500.00
	I.6A.102	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	\$27,225.00	10.00%	\$24,750.00
	I.6A.103	Extra Depth Type B Structure, greater than 6' depth	VF	\$2,145.00	10.00%	\$1,950.00
	I.6A.104	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	\$27,225.00	10.00%	\$24,750.00
	I.6A.105	Extra Depth Type C Structure, greater than 6' depth	VF	\$2,145.00	10.00%	\$1,950.00
	I.6A.106	Cement stabilized sand	TON	\$198.00	10.00%	\$180.00
	I.6A.107	Granular backfill/Crushed Rock	TON	\$181.50	10.00%	\$165.00
	I.6A.108	Flowable Fill	CY	\$495.00	10.00%	\$450.00
	I.6A.109	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	\$19,800.00	10.00%	\$18,000.00
	I.6A.110	Extra length dewatering over 20 linear feet	LF	\$330.00	10.00%	\$300.00
	I.6A.111	Operation Maintain Well Points by the Day	DY	\$4,125.00	10.00%	\$3,750.00
	I.6A.112	Extra hand excavation	CF	\$412.50	10.00%	\$375.00
	I.6A.113	Timber Matting for Large Diameter Setup	SY	\$189.75	10.00%	\$172.50
	I.6A.114	Channel Excavation	CY	\$123.75	10.00%	\$112.50
	I.6A.115	Debris Removal	CY	\$412.50	10.00%	\$375.00
	I.6A.116	Clearing and Grubbing	ACRE	\$11,137.50	10.00%	\$10,125.00
	I.6A.117	Tree Protection Fence	LF	\$247.50	10.00%	\$225.00
	I.6A.118	Tree Removal (6" - 12")	EA	\$4,950.00	10.00%	\$4,500.00
	I.6A.119	Tree Removal (13" - 23")	EA	\$7,425.00	10.00%	\$6,750.00
	I.6A.120	Tree Removal (> 24")	EA	\$12,375.00	10.00%	\$11,250.00
	I.6A.121	Rework Catch basin Cover to Accept New Manhole Covers	EA	\$4,125.00	10.00%	\$3,750.00
	I.6A.122	Seismic Monitoring	EA	\$33,000.00	10.00%	\$30,000.00
I	6B	Restoration and Additional Items:				
	I.6B.001	Saw Cutting up to 8" depth	LF	\$24.75	10.00%	\$22.50
	I.6B.002	Saw Cutting over 8" depth	LF	\$41.25	10.00%	\$37.50
	I.6B.003	Specialty Brick Paver/Sidewalk Replacement	SF	\$495.00	10.00%	\$450.00
	I.6B.004	Repair/Rehab 2" Asphalt pavement	SF	\$288.75	10.00%	\$262.50
	I.6B.005	Repair/Rehab 8" Flex base	SF	\$247.50	10.00%	\$225.00
	I.6B.006	Repair/Rehab 8" Concrete	SF	\$577.50	10.00%	\$525.00
	I.6B.007	Repair/Rehab 6" Concrete	SF	\$495.00	10.00%	\$450.00
	I.6B.008	Repair/Rehab 4" Concrete	SF	\$453.75	10.00%	\$412.50
	I.6B.009	Repair/Rehab Concrete curb and gutter	LF	\$107.25	10.00%	\$97.50
	I.6B.010	Granite Curb, Remove and Reset	LF	\$165.00	10.00%	\$150.00

	1.6B.011	Seeding	SF	\$8.25	10.00%	\$7.50
	1.6B.012	Sodding	SF	\$47.85	10.00%	\$43.50
	1.6B.013	Repair/Rehab chain link fence with new	LF	\$74.25	10.00%	\$67.50
	1.6B.014	Repair/Rehab wooden fence with new	LF	\$90.75	10.00%	\$82.50
	1.6B.015	Topsoil Complete	CY	\$107.25	10.00%	\$97.50
	1.6B.016	Sanding Complete	CY	\$107.25	10.00%	\$97.50
	1.6B.017	Mulch Complete	CY	\$107.25	10.00%	\$97.50
	1.6B.018	Straw Bale Barrier	LF	\$49.50	10.00%	\$45.00
	1.6B.019	Tree Replacement: Hardwoods, 2"	EA	\$2,145.00	10.00%	\$1,950.00
	1.6B.020	Tree Replacement: Pines, 2"	EA	\$2,145.00	10.00%	\$1,950.00
	1.6B.021	Shrub Replacement: 1 Gallon	EA	\$123.75	10.00%	\$112.50
	1.6B.022	Shrub Replacement: 3 Gallon	EA	\$165.00	10.00%	\$150.00
	1.6B.023	Shrub Replacement: 5 Gallon	EA	\$206.25	10.00%	\$187.50
	1.6B.024	Shrub Replacement: 7 Gallon	EA	\$305.25	10.00%	\$277.50
	1.6B.025	Bedding Flowers: Per Flat of 18"	EA	\$1,072.50	10.00%	\$975.00
	1.6B.026	Stone Rip Rap Type I, 24" In Place Complete	SY	\$660.00	10.00%	\$600.00
	1.6B.027	Riprap, Type II (Installed)	SY	\$660.00	10.00%	\$600.00
	1.6B.028	Stone Rip Rap Type III, 12" In Place Complete	SY	\$660.00	10.00%	\$600.00
	1.6B.029	Stone Grouted Rip Rap - 12" Installed	SY	\$742.50	10.00%	\$675.00
	1.6B.030	Silt Fence Type A, Complete	LF	\$29.70	10.00%	\$27.00
	1.6B.031	Silt Fence Type C, Complete	LF	\$19.80	10.00%	\$18.00
	1.6B.032	Silt Fence - Type C, Double Row	LF	\$33.00	10.00%	\$30.00
	1.6B.033	Inlet Sediment Trap	EA	\$412.50	10.00%	\$375.00
	1.6B.034	Orange Barrier Fence	LF	\$14.85	10.00%	\$13.50
	1.6B.035	Hay Bales Complete	EA	\$412.50	10.00%	\$375.00
	1.6B.036	Plastic Filter Fabric Installed	SY	\$24.75	10.00%	\$22.50
	1.6B.037	Permanent Soil Reinforced Mat Installed	SF	\$313.50	10.00%	\$285.00
I	7	HDPE Tight Fitting Liner (IPS diameters) and Related Items				
I	7A	Sliplining With HDPE or FRP Rehabilitation:				
	1.7A.001	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$82.50	10.00%	\$75.00
	1.7A.002	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$93.50	10.00%	\$85.00
	1.7A.003	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$99.00	10.00%	\$90.00
	1.7A.004	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$88.00	10.00%	\$80.00
	1.7A.005	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$99.00	10.00%	\$90.00
	1.7A.006	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$104.50	10.00%	\$95.00
	1.7A.007	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$93.50	10.00%	\$85.00
	1.7A.008	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$104.50	10.00%	\$95.00
	1.7A.009	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$110.00	10.00%	\$100.00
	1.7A.010	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$99.00	10.00%	\$90.00
	1.7A.011	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$110.00	10.00%	\$100.00
	1.7A.012	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$115.50	10.00%	\$105.00
	1.7A.013	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$121.00	10.00%	\$110.00
	1.7A.014	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$132.00	10.00%	\$120.00
	1.7A.015	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$148.50	10.00%	\$135.00
	1.7A.016	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$143.00	10.00%	\$130.00
	1.7A.017	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$154.00	10.00%	\$140.00
	1.7A.018	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$181.50	10.00%	\$165.00
	1.7A.019	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$181.50	10.00%	\$165.00
	1.7A.020	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$192.50	10.00%	\$175.00
	1.7A.021	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$220.00	10.00%	\$200.00
	1.7A.022	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$220.00	10.00%	\$200.00
	1.7A.023	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$231.00	10.00%	\$210.00
	1.7A.024	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$258.50	10.00%	\$235.00
	1.7A.025	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$418.00	10.00%	\$380.00
	1.7A.026	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$456.50	10.00%	\$415.00
	1.7A.027	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$533.50	10.00%	\$485.00
	1.7A.028	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$610.50	10.00%	\$555.00

	1.7A.029	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$836.00	10.00%	\$760.00
	1.7A.030	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$913.00	10.00%	\$830.00
	1.7A.031	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$1,210.00	10.00%	\$1,100.00
	1.7A.032	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$1,518.00	10.00%	\$1,380.00
	1.7A.033	27" Installation of FRP or SRPCP segments <10lf joints	LF	\$500.50	10.00%	\$455.00
	1.7A.034	30" Installation of FRP or SRPCP segments <10lf joints	LF	\$550.00	10.00%	\$500.00
	1.7A.035	36" Installation of FRP or SRPCP segments <10lf joints	LF	\$638.00	10.00%	\$580.00
	1.7A.036	42" Installation of FRP or SRPCP segments <10lf joints	LF	\$731.50	10.00%	\$665.00
	1.7A.037	48" Installation of FRP or SRPCP segments <10lf joints	LF	\$1,001.00	10.00%	\$910.00
	1.7A.038	54" Installation of FRP or SRPCP segments <10lf joints	LF	\$1,094.50	10.00%	\$995.00
	1.7A.039	60" Installation of FRP or SRPCP segments <10lf joints	LF	\$1,457.50	10.00%	\$1,325.00
	1.7A.040	72" Installation of FRP or SRPCP segments <10lf joints	LF	\$1,820.50	10.00%	\$1,655.00
	1.7A.041	27" Set-up for contiguous installations < 150 lf	LS	\$1,650.00	10.00%	\$1,500.00
	1.7A.042	30" Set-up for contiguous installations < 150 lf	LS	\$1,980.00	10.00%	\$1,800.00
	1.7A.043	36" Set-up for contiguous installations < 150 lf	LS	\$2,200.00	10.00%	\$2,000.00
	1.7A.044	42" Set-up for contiguous installations < 150 lf	LS	\$2,475.00	10.00%	\$2,250.00
	1.7A.045	48" Set-up for contiguous installations < 150 lf	LS	\$2,750.00	10.00%	\$2,500.00
	1.7A.046	54" Set-up for contiguous installations < 150 lf	LS	\$3,025.00	10.00%	\$2,750.00
	1.7A.047	60" Set-up for contiguous installations < 150 lf	LS	\$3,300.00	10.00%	\$3,000.00
	1.7A.048	72" Set-up for contiguous installations < 150 lf	LS	\$3,575.00	10.00%	\$3,250.00
I	9	CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items				
I	9A	CIPP Pressure Pipe Lining:				
	1.9A.001	6" Installation of Pressure Pipe Lining (Potable)	LF	\$594.00	10.00%	\$540.00
	1.9A.002	8" Installation of Pressure Pipe Lining (Potable)	LF	\$668.80	10.00%	\$608.00
	1.9A.003	10" Installation of Pressure Pipe Lining (Potable)	LF	\$767.80	10.00%	\$698.00
	1.9A.004	12" Installation of Pressure Pipe Lining (Potable)	LF	\$851.40	10.00%	\$774.00
	1.9A.005	15" Installation of Pressure Pipe Lining (Potable)	LF	\$965.80	10.00%	\$878.00
	1.9A.006	18" Installation of Pressure Pipe Lining (Potable)	LF	\$1,163.80	10.00%	\$1,058.00
	1.9A.007	21" Installation of Pressure Pipe Lining (Potable)	LF	\$1,296.90	10.00%	\$1,179.00
	1.9A.008	24" Installation of Pressure Pipe Lining (Potable)	LF	\$1,450.90	10.00%	\$1,319.00
	1.9A.009	27" Installation of Pressure Pipe Lining (Potable)	LF	\$1,584.00	10.00%	\$1,440.00
	1.9A.010	30" Installation of Pressure Pipe Lining (Potable)	LF	\$1,955.80	10.00%	\$1,778.00
	1.9A.011	33" Installation of Pressure Pipe Lining (Potable)	LF	\$2,277.00	10.00%	\$2,070.00

	1.9A.012	36" Installation of Pressure Pipe Lining (Potable)	LF	\$2,504.70	10.00%	\$2,277.00
	1.9A.013	39" Installation of Pressure Pipe Lining (Potable)	LF	\$2,880.90	10.00%	\$2,619.00
	1.9A.014	42" Installation of Pressure Pipe Lining (Potable)	LF	\$3,415.50	10.00%	\$3,105.00
	1.9A.015	48" Installation of Pressure Pipe Lining (Potable)	LF	\$4,554.00	10.00%	\$4,140.00
	1.9A.016	54" Installation of Pressure Pipe Lining (Potable)	LF	\$5,445.00	10.00%	\$4,950.00
	1.9A.017	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$445.50	10.00%	\$405.00
	1.9A.018	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$544.50	10.00%	\$495.00
	1.9A.019	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$643.50	10.00%	\$585.00
	1.9A.020	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$742.50	10.00%	\$675.00
	1.9A.021	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$841.50	10.00%	\$765.00
	1.9A.022	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,039.50	10.00%	\$945.00
	1.9A.023	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,148.40	10.00%	\$1,044.00
	1.9A.024	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,411.30	10.00%	\$1,283.00
	1.9A.025	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,584.00	10.00%	\$1,440.00
	1.9A.026	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,807.30	10.00%	\$1,643.00
	1.9A.027	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$2,128.50	10.00%	\$1,935.00
	1.9A.028	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$2,504.70	10.00%	\$2,277.00
	1.9A.029	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$2,747.80	10.00%	\$2,498.00
	1.9A.030	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$3,316.50	10.00%	\$3,015.00
	1.9A.031	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$4,455.00	10.00%	\$4,050.00
	1.9A.032	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$4,950.00	10.00%	\$4,500.00
	1.9A.033	6" Installation of End Seal	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.034	8" Installation of End Seal	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.035	10" Installation of End Seal	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.036	12" Installation of End Seal	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.037	15" Installation of End Seal	EA	\$9,108.00	10.00%	\$8,280.00
	1.9A.038	18" Installation of End Seal	EA	\$11,385.00	10.00%	\$10,350.00
	1.9A.039	21" Installation of End Seal	EA	\$11,385.00	10.00%	\$10,350.00
	1.9A.040	24" Installation of End Seal	EA	\$13,662.00	10.00%	\$12,420.00
	1.9A.041	27" Installation of End Seal	EA	\$13,662.00	10.00%	\$12,420.00
	1.9A.042	30" Installation of End Seal	EA	\$13,662.00	10.00%	\$12,420.00
	1.9A.043	33" Installation of End Seal	EA	\$15,939.00	10.00%	\$14,490.00
	1.9A.044	36" Installation of End Seal	EA	\$15,939.00	10.00%	\$14,490.00
	1.9A.045	39" Installation of End Seal	EA	\$18,216.00	10.00%	\$16,560.00
	1.9A.046	42" Installation of End Seal	EA	\$18,216.00	10.00%	\$16,560.00
	1.9A.047	48" Installation of End Seal	EA	\$22,770.00	10.00%	\$20,700.00
	1.9A.048	54" Installation of End Seal	EA	\$22,770.00	10.00%	\$20,700.00
	1.9A.049	6"to 12" System set-up charge (<150 lf)	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.050	15" to 21" System set-up charge (<150 lf)	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.051	24" to 33" System set-up charge (<150 lf)	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.052	36" to 54" System set-up charge (<150 lf)	EA	\$6,831.00	10.00%	\$6,210.00
I	10	Pressure Pipeline Bypass and Related Items				
I	10A	Bypass for Pressure CIPP Lines:				

	I.10A.001	Set up bypass of mainlines sizes 2" - 4" AWWA approved bypass	LF	\$194.70	10.00%	\$177.00
	I.10A.002	Connection of each service from 2" - 4" AWWA approved bypass	EA	\$2,235.20	10.00%	\$2,032.00
	I.10A.003	Operation of 2" - 4" AWWA approved bypass	Day	\$4,857.60	10.00%	\$4,416.00
	I.10A.004	Set up bypass of mainlines sizes 6" - 8" AWWA approved bypass	LF	\$243.10	10.00%	\$221.00
	I.10A.005	Connection of each service from 6" - 8" AWWA approved bypass	EA	\$2,478.30	10.00%	\$2,253.00
	I.10A.006	Operation of 6" - 8" AWWA approved bypass	Day	\$5,830.00	10.00%	\$5,300.00
	I.10A.007	Set up bypass of mainlines sizes 10" - 12" AWWA approved bypass	LF	\$291.50	10.00%	\$265.00
	I.10A.008	Connection of each service from 10" - 12" AWWA approved bypass	EA	\$3,036.00	10.00%	\$2,760.00
	I.10A.009	Operation of 10" - 12" AWWA approved bypass	Day	\$9,715.20	10.00%	\$8,832.00
	I.10A.010	Set up bypass of mainlines sizes 13" - 19" AWWA approved bypass	LF	\$729.30	10.00%	\$663.00
	I.10A.011	Connection of each service from 13" - 19" AWWA approved bypass	EA	\$3,158.10	10.00%	\$2,871.00
	I.10A.012	Operation of 13" - 19" AWWA approved bypass	Day	\$12,144.00	10.00%	\$11,040.00
	I.10A.013	Set up bypass of mainlines sizes 20" - 24" AWWA approved bypass	EA	\$972.40	10.00%	\$884.00
	I.10A.014	Connection of each service from 20" - 24" AWWA approved bypass	EA	\$4,857.60	10.00%	\$4,416.00
	I.10A.015	Operation of 20" - 24" AWWA approved bypass	Day	\$12,144.00	10.00%	\$11,040.00
	I.10A.016	Set up bypass of mainlines sizes 25" - 30" AWWA approved bypass	LF	\$1,700.60	10.00%	\$1,546.00
	I.10A.017	Connection of each service from 25" - 30" AWWA approved bypass	EA	\$4,857.60	10.00%	\$4,416.00
	I.10A.018	Operation of 25" - 30" AWWA approved bypass	Day	\$14,572.80	10.00%	\$13,248.00
	I.10A.019	Set up bypass of mainlines sizes 31" - 37" AWWA approved bypass	LF	\$2,186.80	10.00%	\$1,988.00
	I.10A.020	Connection of each service from 31" - 37" AWWA approved bypass	EA	\$4,857.60	10.00%	\$4,416.00
	I.10A.021	Operation of 31" - 37" AWWA approved bypass	Day	\$14,572.80	10.00%	\$13,248.00
	I.10A.022	Set up bypass of mainlines sizes 38" - 48" AWWA approved bypass	LF	\$2,915.00	10.00%	\$2,650.00
	I.10A.023	Connection of each service from 38" - 48" AWWA approved bypass	EA	\$4,857.60	10.00%	\$4,416.00
	I.10A.024	Operation of 38" - 48" AWWA approved bypass	Day	\$14,572.80	10.00%	\$13,248.00
I	11	Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items				
I	11A	Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Additional Associated Items.				
	I.11A.001	6" Cleaning with pressure propelled pigs	LF	\$49.50	10.00%	\$45.00
	I.11A.002	8" Cleaning with pressure propelled pigs	LF	\$49.50	10.00%	\$45.00
	I.11A.003	10" Cleaning with pressure propelled pigs	LF	\$49.50	10.00%	\$45.00
	I.11A.004	12" Cleaning with pressure propelled pigs	LF	\$49.50	10.00%	\$45.00
	I.11A.005	15" Cleaning with pressure propelled pigs	LF	\$73.70	10.00%	\$67.00
	I.11A.006	18" Cleaning with pressure propelled pigs	LF	\$73.70	10.00%	\$67.00
	I.11A.007	21" Cleaning with pressure propelled pigs	LF	\$73.70	10.00%	\$67.00
	I.11A.008	24" Cleaning with pressure propelled pigs	LF	\$97.90	10.00%	\$89.00
	I.11A.009	27" Cleaning with pressure propelled pigs	LF	\$97.90	10.00%	\$89.00
	I.11A.010	30" Cleaning with pressure propelled pigs	LF	\$97.90	10.00%	\$89.00
	I.11A.011	33" Cleaning with pressure propelled pigs	LF	\$97.90	10.00%	\$89.00
	I.11A.012	36" Cleaning with pressure propelled pigs	LF	\$194.70	10.00%	\$177.00

	I.11A.013	42" Cleaning with pressure propelled pigs	LF	\$194.70	10.00%	\$177.00
	I.11A.014	48" Cleaning with pressure propelled pigs	LF	\$194.70	10.00%	\$177.00
	I.11A.015	54" Cleaning with pressure propelled pigs	LF	\$194.70	10.00%	\$177.00
	I.11A.016	6" Cleaning with scrapers or other attached tools	LF	\$73.70	10.00%	\$67.00
	I.11A.017	8" Cleaning with scrapers or other attached tools	LF	\$73.70	10.00%	\$67.00
	I.11A.018	10" Cleaning with scrapers or other attached tools	LF	\$73.70	10.00%	\$67.00
	I.11A.019	12" Cleaning with scrapers or other attached tools	LF	\$73.70	10.00%	\$67.00
	I.11A.020	15" Cleaning with scrapers or other attached tools	LF	\$97.90	10.00%	\$89.00
	I.11A.021	18" Cleaning with scrapers or other attached tools	LF	\$97.90	10.00%	\$89.00
	I.11A.022	21" Cleaning with scrapers or other attached tools	LF	\$97.90	10.00%	\$89.00
	I.11A.023	24" Cleaning with scrapers or other attached tools	LF	\$122.10	10.00%	\$111.00
	I.11A.024	27" Cleaning with scrapers or other attached tools	LF	\$122.10	10.00%	\$111.00
	I.11A.025	30" Cleaning with scrapers or other attached tools	LF	\$122.10	10.00%	\$111.00
	I.11A.026	33" Cleaning with scrapers or other attached tools	LF	\$170.50	10.00%	\$155.00
	I.11A.027	36" Cleaning with scrapers or other attached tools	LF	\$170.50	10.00%	\$155.00
	I.11A.028	42" Cleaning with scrapers or other attached tools	LF	\$194.70	10.00%	\$177.00
	I.11A.029	48" Cleaning with scrapers or other attached tools	LF	\$243.10	10.00%	\$221.00
	I.11A.030	54" Cleaning with scrapers or other attached tools	LF	\$291.50	10.00%	\$265.00
	I.11A.031	6" Pressure pipe inspection	LF	\$19.80	10.00%	\$18.00
	I.11A.032	8" Pressure pipe inspection	LF	\$19.80	10.00%	\$18.00
	I.11A.033	10" Pressure pipe inspection	LF	\$25.30	10.00%	\$23.00
	I.11A.034	12" Pressure pipe inspection	LF	\$25.30	10.00%	\$23.00
	I.11A.035	15" Pressure pipe inspection	LF	\$25.30	10.00%	\$23.00
	I.11A.036	18" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	I.11A.037	21" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	I.11A.038	24" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	I.11A.039	27" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	I.11A.040	30" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	I.11A.041	33" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	I.11A.042	36" Pressure pipe inspection	LF	\$39.60	10.00%	\$36.00
	I.11A.043	42" Pressure pipe inspection	LF	\$39.60	10.00%	\$36.00
	I.11A.044	48" Pressure pipe inspection	LF	\$49.50	10.00%	\$45.00
	I.11A.045	54" Pressure pipe inspection	LF	\$73.70	10.00%	\$67.00
	I.11A.046	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	\$70.40	10.00%	\$64.00
I	14	Gravity Sewer Lateral Renewal Systems and Related Items				
I	14A	Lateral Rehabilitation				
	I.14A.001	4"-6" Installation and cure of lateral liner in <12" dia. Main (up to 10')	EA	\$7,562.50	10.00%	\$6,875.00
	I.14A.002	4"-6" Installation and cure of lateral liner in >12" dia. Main (up to 10')	EA	\$8,937.50	10.00%	\$8,125.00
	I.14A.003	4"-6" lateral liner per linear foot > 10'	LF	\$481.25	10.00%	\$437.50
	I.14A.004	4"-6" Set-up for installations	EA	\$27,500.00	10.00%	\$25,000.00
	I.14A.005	Clean & CCTV Laterals (up to 10')	EA	\$1,031.25	10.00%	\$937.50
	I.14A.006	Clean & CCTV Laterals > 10'	LF	\$20.63	10.00%	\$18.75
	I.14A.007	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$5,500.00	10.00%	\$5,000.00
	I.14A.008	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$5,843.75	10.00%	\$5,312.50

	I.14A.009	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$6,187.50	10.00%	\$5,625.00
	I.14A.010	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$6,496.88	10.00%	\$5,906.25
	I.14A.011	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$6,875.00	10.00%	\$6,250.00
	I.14A.012	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$7,218.75	10.00%	\$6,562.50
I	16	Horizontal Directional Drilling (HDD) and Related Items				
I	16A	Horizontal Directional Drilling (HDD):				
	I.16A.001	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$66.00	10.00%	\$60.00
	I.16A.002	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$66.00	10.00%	\$60.00
	I.16A.003	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$77.00	10.00%	\$70.00
	I.16A.004	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	\$77.00	10.00%	\$70.00
	I.16A.005	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	\$9.90	10.00%	\$9.00
	I.16A.006	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$71.50	10.00%	\$65.00
	I.16A.007	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$71.50	10.00%	\$65.00
	I.16A.008	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$82.50	10.00%	\$75.00
	I.16A.009	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	\$99.00	10.00%	\$90.00
	I.16A.010	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	\$14.30	10.00%	\$13.00
	I.16A.011	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$77.00	10.00%	\$70.00
	I.16A.012	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$77.00	10.00%	\$70.00
	I.16A.013	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$82.50	10.00%	\$75.00
	I.16A.014	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	\$115.50	10.00%	\$105.00
	I.16A.015	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$24.20	10.00%	\$22.00
	I.16A.016	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$264.00	10.00%	\$240.00
	I.16A.017	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$264.00	10.00%	\$240.00
	I.16A.018	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$346.50	10.00%	\$315.00
	I.16A.019	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/L F	\$374.00	10.00%	\$340.00
	I.16A.020	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$44.00	10.00%	\$40.00
	I.16A.021	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$308.00	10.00%	\$280.00
	I.16A.022	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$308.00	10.00%	\$280.00
	I.16A.023	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$423.50	10.00%	\$385.00
	I.16A.024	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	\$522.50	10.00%	\$475.00
	I.16A.025	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$52.80	10.00%	\$48.00

	I.16A.026	Access Pit for Directional Drill (0'-8' deep)	EA	\$4,730.00	10.00%	\$4,300.00
	I.16A.027	Access Pit for Directional Drill (8'-12' deep)	EA	\$6,600.00	10.00%	\$6,000.00
	I.16A.028	Access Pit for Directional Drill (12'-16' deep)	EA	\$12,320.00	10.00%	\$11,200.00
	I.16A.029	Access Pit for Directional Drill (16'-20' deep)	EA	\$16,060.00	10.00%	\$14,600.00
	I.16A.030	2"-4" Set-up for contiguous lengths <150 lf	LS	\$5,775.00	10.00%	\$5,250.00
	I.16A.031	6"-8" Set-up for contiguous lengths <150 lf	LS	\$6,050.00	10.00%	\$5,500.00
	I.16A.032	10"-12" Set-up for contiguous lengths <150 lf	LS	\$6,325.00	10.00%	\$5,750.00
	I.16A.033	15"-18" Set-up for contiguous lengths <150 lf	LS	\$6,600.00	10.00%	\$6,000.00
	I.16A.034	21"-24" Set-up for contiguous lengths <150 lf	LS	\$6,875.00	10.00%	\$6,250.00
	I.16A.035	27"-36" Set-up for contiguous lengths <150 lf	LS	\$7,150.00	10.00%	\$6,500.00
I	19	Concrete Clearing and Removal from Sewer Lines and Related Items				
I	19A	Specialty Cleaning:				
	I.19A.001	Specialty Pipe Cleaning (all Diameters)	LF	\$550.00	10.00%	\$500.00
I	20	All Other Underground Construction and Supplemental Items and Related Items				
I	20A	Mobilization:				
	I.20A.001	Mobilization - Emergency Mobilization	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.002	Mobilization - Rehab of Less Than 100 Ft	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.003	Mobilization - Rehab of 101 Ft to 300 Ft	EA	\$33,000.00	10.00%	\$30,000.00
	I.20A.004	Mobilization - Rehab of 301 Ft to 500 Ft	EA	\$27,500.00	10.00%	\$25,000.00
	I.20A.005	Mobilization - Rehab of 501 Ft to 1000 Ft	EA	\$22,000.00	10.00%	\$20,000.00
	I.20A.006	Mobilization - Alabama	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.007	Mobilization - Alaska	EA	\$110,000.00	10.00%	\$100,000.00
	I.20A.008	Mobilization - Arizona	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.009	Mobilization - Arkansas	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.010	Mobilization - California	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.011	Mobilization - Colorado	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.012	Mobilization - Connecticut	EA	\$55,000.00	10.00%	\$50,000.00
	I.20A.013	Mobilization - Delaware	EA	\$55,000.00	10.00%	\$50,000.00
	I.20A.014	Mobilization - Florida	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.015	Mobilization - Georgia	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.016	Mobilization - Hawaii	EA	\$330,000.00	10.00%	\$300,000.00
	I.20A.017	Mobilization - Idaho	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.018	Mobilization - Illinois	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.019	Mobilization - Indiana	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.020	Mobilization - Iowa	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.021	Mobilization - Kansas	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.022	Mobilization - Kentucky	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.023	Mobilization - Louisiana	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.024	Mobilization - Maine	EA	\$55,000.00	10.00%	\$50,000.00
	I.20A.025	Mobilization - Maryland	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.026	Mobilization - Massachusetts	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.027	Mobilization - Michigan	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.028	Mobilization - Minnesota	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.029	Mobilization - Mississippi	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.030	Mobilization - Missouri	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.031	Mobilization - Montana	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.032	Mobilization - Nebraska	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.033	Mobilization - Nevada	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.034	Mobilization - New Hampshire	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.035	Mobilization - New Jersey	EA	\$55,000.00	10.00%	\$50,000.00
	I.20A.036	Mobilization - New Mexico	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.037	Mobilization - New York	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.038	Mobilization - North Carolina	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.039	Mobilization - North Dakota	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.040	Mobilization - Ohio	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.041	Mobilization - Oklahoma	EA	\$38,500.00	10.00%	\$35,000.00

	I.20A.042	Mobilization - Oregon	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.043	Mobilization - Pennsylvania	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.044	Mobilization - Rhode Island	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.045	Mobilization - South Carolina	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.046	Mobilization - South Dakota	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.047	Mobilization - Tennessee	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.048	Mobilization - Texas	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.049	Mobilization - Utah	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.050	Mobilization - Vermont	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.051	Mobilization - Virginia	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.052	Mobilization - Washington	EA	\$55,000.00	10.00%	\$50,000.00
	I.20A.053	Mobilization - West Virginia	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.054	Mobilization - Wisconsin	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.055	Mobilization - Wyoming	EA	\$44,000.00	10.00%	\$40,000.00
I	20B	Traffic Control:				
	I.20B.001	Single Lane Closure	EA	\$2,750.00	10.00%	\$2,500.00
	I.20B.002	Double Lane Closure	EA	\$3,300.00	10.00%	\$3,000.00
	I.20B.003	Multi Lane Closure	EA	\$3,850.00	10.00%	\$3,500.00
	I.20B.004	Intersection Closure	EA	\$4,400.00	10.00%	\$4,000.00
	I.20B.005	Road Closure	EA	\$5,500.00	10.00%	\$5,000.00
	I.20B.006	Sidewalk Closure	EA	\$1,650.00	10.00%	\$1,500.00
	I.20B.007	Traffic Control Plan (per setup)	EA	\$5,500.00	10.00%	\$5,000.00
	I.20B.008	Flagmen	HR	\$165.00	10.00%	\$150.00
	I.20B.009	Uniformed Officers	HR	\$247.50	10.00%	\$225.00
	I.20B.010	Light Plant	DY	\$192.50	10.00%	\$175.00
	I.20B.011	Arrow Board	DY	\$198.00	10.00%	\$180.00
	I.20B.012	Message Board	DY	\$495.00	10.00%	\$450.00
	I.20B.013	Attenuator Truck	DY	\$880.00	10.00%	\$800.00
	I.20B.014	Sign (min qty 10, will bill at groupings of 10 EA per day)	DY	\$55.00	10.00%	\$50.00
	I.20B.015	Cone (min qty 10, will bill at groupings of 10 EA per day)	DY	\$55.00	10.00%	\$50.00
	I.20B.016	Barricade (min qty 5)	DY	\$82.50	10.00%	\$75.00
I	20C	Additional Labor Rates:				
	I.20C.001	Superintendent - Regular	HR	\$110.00	10.00%	\$100.00
	I.20C.002	Superintendent - Overtime	HR	\$165.00	10.00%	\$150.00
	I.20C.003	Foreman - Regular	HR	\$88.00	10.00%	\$80.00
	I.20C.004	Foreman - Overtime	HR	\$121.00	10.00%	\$110.00
	I.20C.005	Laborer - Regular	HR	\$66.00	10.00%	\$60.00
	I.20C.006	Laborer - Overtime	HR	\$88.00	10.00%	\$80.00
	I.20C.007	Truck Drive - Regular	HR	\$82.50	10.00%	\$75.00
	I.20C.008	Truck Drive - Overtime	HR	\$115.50	10.00%	\$105.00
	I.20C.009	Utility - Regular	HR	\$66.00	10.00%	\$60.00
	I.20C.010	Utility - Overtime	HR	\$88.00	10.00%	\$80.00
	I.20C.011	Engineering Support	HR	\$440.00	10.00%	\$400.00
	I.20C.012	Engineering Design	EA	\$16,500.00	10.00%	\$15,000.00
I	20D	Robots and Cameras:				
	I.20D.001	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	\$5,692.50	10.00%	\$5,175.00
	I.20D.002	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	\$13,915.00	10.00%	\$12,650.00
	I.20D.003	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	\$22,715.00	10.00%	\$20,650.00
	I.20D.004	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	\$9,790.00	10.00%	\$8,900.00
	I.20D.005	1330 Robot (SCHWALM)	EA	\$96,772.50	10.00%	\$87,975.00
	I.20D.006	2060 Robot F (SCHWALM)	EA	\$126,390.00	10.00%	\$114,900.00
	I.20D.007	2060 Robot Z (SCHWALM)	EA	\$126,390.00	10.00%	\$114,900.00
	I.20D.008	Focus Camera (SCHWALM)	EA	\$11,082.50	10.00%	\$10,075.00
	I.20D.009	Zoom Camera (SCHWALM)	EA	\$13,915.00	10.00%	\$12,650.00
	I.20D.010	12000 Air Motor (SCHWALM)	EA	\$3,850.00	10.00%	\$3,500.00
	I.20D.011	13000 Air Motor (SCHWALM)	EA	\$3,575.00	10.00%	\$3,250.00
	I.20D.012	Digital Box (SCHWALM)	EA	\$7,287.50	10.00%	\$6,625.00
	I.20D.013	Control Unit Schwalm (SCHWALM)	EA	\$30,085.00	10.00%	\$27,350.00

	I.20D.014	Control Unit Cues (SCHWALM)	EA	\$30,085.00	10.00%	\$27,350.00
	I.20D.015	Remote (SCHWALM)	EA	\$951.50	10.00%	\$865.00
	I.20D.016	Cable Drum (SCHWALM)	EA	\$30,360.00	10.00%	\$27,600.00
	I.20D.017	Twin Hose Reel (SCHWALM)	EA	\$24,695.00	10.00%	\$22,450.00
	I.20D.018	6" Schwalm non-flow-through packer (SCHWALM)	EA	\$4,301.00	10.00%	\$3,910.00
	I.20D.019	7" Schwalm non-flow-through packer (SCHWALM)	EA	\$4,301.00	10.00%	\$3,910.00
	I.20D.020	8" Schwalm non-flow-through packer (SCHWALM)	EA	\$4,301.00	10.00%	\$3,910.00
	I.20D.021	8" Schwalm flow-through packer (SCHWALM)	EA	\$6,957.50	10.00%	\$6,325.00
	I.20D.022	10"-12" Schwalm flow-through packer (SCHWALM)	EA	\$7,232.50	10.00%	\$6,575.00
	I.20D.023	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	\$731.50	10.00%	\$665.00
	I.20D.024	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	\$825.00	10.00%	\$750.00
	I.20D.025	Deep Trekker DTG3	EA	\$10,752.50	10.00%	\$9,775.00
	I.20D.026	Deep Trekker Photon	EA	\$15,180.00	10.00%	\$13,800.00
	I.20D.027	Deep Trekker Pivot Base	EA	\$22,275.00	10.00%	\$20,250.00
	I.20D.028	Deep Trekker Pivot Expert	EA	\$30,635.00	10.00%	\$27,850.00
	I.20D.029	Deep Trekker Pivot Nav	EA	\$72,132.50	10.00%	\$65,575.00
	I.20D.030	Deep Trekker Revolution Base	EA	\$50,600.00	10.00%	\$46,000.00
	I.20D.031	Deep Trekker Revolution Nav	EA	\$92,345.00	10.00%	\$83,950.00
	I.20D.032	Deep Trekker Vac Utility Crawler	EA	\$41,745.00	10.00%	\$37,950.00
	I.20D.033	Deep Trekker Utility Mag	EA	\$32,890.00	10.00%	\$29,900.00
	I.20D.034	Pipe Trekker A-150S	EA	\$50,490.00	10.00%	\$45,900.00
	I.20D.035	Pipe Trekker A-150X	EA	\$88,440.00	10.00%	\$80,400.00
	I.20D.036	Pipe Trekker A-200S	EA	\$56,815.00	10.00%	\$51,650.00
	I.20D.037	Pipe Trekker A-200X	EA	\$94,875.00	10.00%	\$86,250.00
	I.20D.038	Pipe Trekker Ford Transit with A-200X	EA	\$316,250.00	10.00%	\$287,500.00
	I.20D.039	SUPER MIDI MILLER 110v (PICOTE)	EA	\$11,550.00	10.00%	\$10,500.00
	I.20D.040	MAXI MILLER 240v 33% more power than 110v (PICOTE)	EA	\$13,915.00	10.00%	\$12,650.00
	I.20D.041	Picote Generator 400v (includes a 3.3kVA portable tool transformer w/ 110v 15A & 30A socket.(PICOTE)	EA	\$20,460.00	10.00%	\$18,600.00
	I.20D.042	Picote Starter Kit	EA	\$1,188.00	10.00%	\$1,080.00
	I.20D.043	Picote Pro Cutting	EA	\$3,960.00	10.00%	\$3,600.00
	I.20D.044	Picote Pro Cleaning Kit	EA	\$3,916.00	10.00%	\$3,560.00
	I.20D.045	Midi Roller US - Compact impregnation unit with battery and foot pedal (2-9" Liners)	EA	\$6,270.00	10.00%	\$5,700.00
	I.20D.046	Midi Roller Wet-Out Station Foldable wet out table to be used with Midi Roller.	EA	\$5,995.00	10.00%	\$5,450.00
	I.20D.047	Midi Roller & Wet-Out Station Package US	EA	\$11,550.00	10.00%	\$10,500.00
	I.20D.048	Picote Original Cannon	EA	\$3,036.00	10.00%	\$2,760.00
	I.20D.049	Twister Express 2" - 1/3" Shaft	EA	\$929.50	10.00%	\$845.00
	I.20D.050	Twister Mini Flexi	EA	\$973.50	10.00%	\$885.00
	I.20D.051	Twister Express	EA	\$1,331.00	10.00%	\$1,210.00
	I.20D.052	Tiger Twister Lateral Cutter	EA	\$1,661.00	10.00%	\$1,510.00
	I.20D.053	Twister for Unlined Pipe	EA	\$1,705.00	10.00%	\$1,550.00
	I.20D.054	Twister for Lined Pipe	EA	\$1,881.00	10.00%	\$1,710.00
	I.20D.055	Twister Concrete Remover	EA	\$1,727.00	10.00%	\$1,570.00
	I.20D.056	Picote Grabber	EA	\$4,675.00	10.00%	\$4,250.00
	I.20D.057	Grabber Jaw Set	EA	\$489.50	10.00%	\$445.00
	I.20D.058	Large Grabber Jaw Set 1	EA	\$3,685.00	10.00%	\$3,350.00
	I.20D.059	Large Grabber Extension 32.8ft.	EA	\$550.00	10.00%	\$500.00
	I.20D.060	Spare Grabber Head with Jaws	EA	\$1,375.00	10.00%	\$1,250.00
	I.20D.061	Spare Grabber Steering Unit	EA	\$2,145.00	10.00%	\$1,950.00
	I.20D.062	Smart Crusher	EA	\$4,785.00	10.00%	\$4,350.00
	I.20D.063	Smart Crusher Front Drill Head	EA	\$2,090.00	10.00%	\$1,900.00
	I.20D.064	Smart Sweeper	EA	\$4,702.50	10.00%	\$4,275.00

I.20D.065	Twister+ 6" - 12" - 3/4" Shaft	EA	\$3,850.00	10.00%	\$3,500.00
I.20D.066	Smart Spider	EA	\$2,887.50	10.00%	\$2,625.00
I.20D.067	Twister Concrete Remover	EA	\$3,850.00	10.00%	\$3,500.00
I.20D.068	Maxi Coating Pump U.S. 110v	EA	\$15,372.50	10.00%	\$13,975.00
I.20D.069	Xpress Coating Pump 1 1/4"-12" pipes	EA	\$52,717.50	10.00%	\$47,925.00
I.20D.070	Test Box for Talpa	EA	\$1,155.00	10.00%	\$1,050.00
I.20D.071	Test Box for Mina Camera	EA	\$1,331.00	10.00%	\$1,210.00
I.20D.072	1500 Air motor for Picote Robo Tools (SCHWALM)	EA	\$5,186.50	10.00%	\$4,715.00
I.20D.073	Carbide Wheel Talpa 1330	EA	\$605.00	10.00%	\$550.00
I.20D.074	Carbide Wheel Talpa 2060	EA	\$671.00	10.00%	\$610.00
I.20D.075	Large Wheels for 16-24" Pipe Talpa 2060	EA	\$1,078.00	10.00%	\$980.00
I.20D.076	Power Boom Crane with Lights	EA	\$10,120.00	10.00%	\$9,200.00
I.20D.077	Large BlackLine Milling Ball	EA	\$1,732.50	10.00%	\$1,575.00
I.20D.078	Small BlackLine Milling Ball	EA	\$1,265.00	10.00%	\$1,150.00
I.20D.079	Large N-TEC II Mushroom Milling Cutter Head	EA	\$605.00	10.00%	\$550.00
I.20D.080	Small N-TEC II Mushroom Milling Cutter Head	EA	\$544.50	10.00%	\$495.00
I.20D.081	Robo Grabber (PICOTE)	EA	\$2,117.50	10.00%	\$1,925.00
I.20D.082	Impact Wrench for Compression Plugs	EA	\$1,842.50	10.00%	\$1,675.00
I.20D.083	Compression Plug - 4"	EA	\$330.00	10.00%	\$300.00
I.20D.084	Compression Plug - 5"	EA	\$357.50	10.00%	\$325.00
I.20D.085	Compression Plug - 6"	EA	\$374.00	10.00%	\$340.00
I.20D.086	Compression Plug - 8"	EA	\$539.00	10.00%	\$490.00
I.20D.087	Air Chisel Talpa 2060	EA	\$2,090.00	10.00%	\$1,900.00
I.20D.088	Chisel	EA	\$66.00	10.00%	\$60.00
I.20D.089	AccuPower 1330 Base Package (20k PSI, 3 days of training required but included)	EA	\$24,750.00	10.00%	\$22,500.00
I.20D.090	5mm x 100' Hose, 20,000 PSI 9/16" w/ manual hose reel (For 1330 Arm)	EA	\$2,860.00	10.00%	\$2,600.00
I.20D.091	5mm x 200' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 1330 Arm)	EA	\$4,075.50	10.00%	\$3,705.00
I.20D.092	High Pressure, 20,000 PSI Automatic Reel w/ 300' Hose & Swivels (1330)	EA	\$39,875.00	10.00%	\$36,250.00
I.20D.093	AccuPower 2060 Base Package (40k PSI, 3 days of training required but included)	EA	\$27,500.00	10.00%	\$25,000.00
I.20D.094	High Pressure, 40,000 PSI Automatic Reel w/ 300' Hose & Swivels (2060)	EA	\$39,875.00	10.00%	\$36,250.00
I.20D.095	5mm x 100' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 2060 Arm)	EA	\$5,390.00	10.00%	\$4,900.00
I.20D.096	5mm x 200' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 2060 Arm)	EA	\$10,120.00	10.00%	\$9,200.00
I.20D.097	M9xM9 Hose Connector 40,000 PSI (2060 & 1330 Hoses)	EA	\$88.00	10.00%	\$80.00
I.20D.098	M14xM9 Hose Adapter 40,000 PSI (2060 & 1330 Hoses)	EA	\$137.50	10.00%	\$125.00
I.20D.099	Air Grinder w/ Mounting Ring (Angle Grinder) (SCHWALM)	EA	\$1,732.50	10.00%	\$1,575.00
I.20D.100	Diamond Blade Cutting Disc 125mm (SCHWALM)	EA	\$159.50	10.00%	\$145.00
I.20D.101	10-12" Schwalm flow-through packer long (SCHWALM)	EA	\$7,590.00	10.00%	\$6,900.00
I.20D.102	12"-16" Schwalm Flow-through packer (SCHWALM)	EA	\$7,722.00	10.00%	\$7,020.00
I.20D.103	16-20" Schwalm Packer (SCHWALM)	EA	\$8,222.50	10.00%	\$7,475.00
I.20D.104	16-24" Schwalm flow-through packer (SCHWALM)	EA	\$8,855.00	10.00%	\$8,050.00
I.20D.105	20-28" Schwalm flow-through packer (SCHWALM)	EA	\$9,762.50	10.00%	\$8,875.00
I.20D.106	6" Schwalm rubber lateral insertion device LONG (lid) (SCHWALM)	EA	\$858.00	10.00%	\$780.00
I.20D.107	8" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	\$797.50	10.00%	\$725.00

	I.20D.108	8" Schwalm rubber lateral insertion device LONG (lid) (SCHWALM)	EA	\$1,606.00	10.00%	\$1,460.00
	I.20D.109	F-550 Schwalm Turn Key Truck Build	EA	\$566,500.00	10.00%	\$515,000.00
I	20E	Material:				
	I.20E.001	(CMS-1022-HS) - Vericure CMS w/WiFi, Cables A&B	EA	\$56,672.00	10.00%	\$51,520.00
	I.20E.002	(VCURE-SS) - Vericure Software Subscription	EA	\$12,012.00	10.00%	\$10,920.00
	I.20E.003	(AS-1007) - Cable Spool Roller	EA	\$364.36	10.00%	\$331.24
	I.20E.004	(OSC-2001) - FlatTemp Cable	EA	\$14,400.54	10.00%	\$13,091.40
	I.20E.005	(RTC-350) - RoundTemp ArmourCable SX3mm 350'	EA	\$808.50	10.00%	\$735.00
	I.20E.006	(RTC-500) - RoundTemp ArmourCable SX3mm 500'	EA	\$1,155.00	10.00%	\$1,050.00
	I.20E.007	(RTC-600) - RoundTemp ArmourCable SX3mm 600'	EA	\$1,386.00	10.00%	\$1,260.00
	I.20E.008	(RTC-700) - RoundTemp ArmourCable SX3mm 700'	EA	\$1,617.00	10.00%	\$1,470.00
	I.20E.009	(RTC-800) - RoundTemp ArmourCable SX3mm 800'	EA	\$1,848.00	10.00%	\$1,680.00
	I.20E.010	(RTC-1000) - RoundTemp ArmourCable SX3mm 1000'	EA	\$2,310.00	10.00%	\$2,100.00
	I.20E.011	(046 02 000) - IMS MicroCure LED CIPP Curing System - 3" - 10"	EA	\$222,745.26	10.00%	\$202,495.69
	I.20E.012	(OL-6-2.4) - UV Liner - 6" x 2.4mm	LF	\$23.98	10.00%	\$21.80
	I.20E.013	(OL-6-3.6) - UV Liner - 6" x 3.6mm	LF	\$24.66	10.00%	\$22.41
	I.20E.014	(OL-8-2.4) - UV Liner - 8" x 2.4mm	LF	\$22.61	10.00%	\$20.55
	I.20E.015	(OL-8-3.6) - UV Liner - 8" x 3.6mm	LF	\$28.32	10.00%	\$25.75
	I.20E.016	(OL-8-4.8) - UV Liner - 8" x 4.8mm	LF	\$36.45	10.00%	\$33.14
	I.20E.017	(OL-9-2.4) - UV Liner - 9" x 2.4mm	LF	\$30.40	10.00%	\$27.64
	I.20E.018	(OL-9-3.6) - UV Liner - 9" x 3.6mm	LF	\$32.19	10.00%	\$29.26
	I.20E.019	(OL-9-4.8) - UV Liner - 9" x 4.8mm	LF	\$40.06	10.00%	\$36.41
	I.20E.020	(OL-10-2.4) - UV Liner - 10" x 2.4mm	LF	\$25.84	10.00%	\$23.49
	I.20E.021	(OL-10-3.6) - UV Liner - 10" x 3.6mm	LF	\$32.82	10.00%	\$29.83
	I.20E.022	(OL-10-4.8) - UV Liner - 10" x 4.8mm	LF	\$40.84	10.00%	\$37.13
	I.20E.023	(OL-12-2.4) - UV Liner - 12" x 2.4mm	LF	\$32.49	10.00%	\$29.54
	I.20E.024	(OL-12-3.6) - UV Liner - 12" x 3.6mm	LF	\$40.16	10.00%	\$36.51
	I.20E.025	(OL-12-4.8) - UV Liner - 12" x 4.8mm	LF	\$46.52	10.00%	\$42.29
	I.20E.026	(OL-12-6.0) - UV Liner - 12" x 6.0mm	LF	\$53.52	10.00%	\$48.65
	I.20E.027	(OL-14-2.4) - UV Liner - 14" x 2.4mm	LF	\$36.67	10.00%	\$33.33
	I.20E.028	(OL-14-3.6) - UV Liner - 14" x 3.6mm	LF	\$44.46	10.00%	\$40.42
	I.20E.029	(OL-14-4.8) - UV Liner - 14" x 4.8mm	LF	\$48.03	10.00%	\$43.67
	I.20E.030	(OL-15-2.4) - UV Liner - 15" x 2.4mm	LF	\$41.47	10.00%	\$37.70
	I.20E.031	(OL-15-3.6) - UV Liner - 15" x 3.6mm	LF	\$44.06	10.00%	\$40.05
	I.20E.032	(OL-15-4.8) - UV Liner - 15" x 4.8mm	LF	\$55.19	10.00%	\$50.18
	I.20E.033	(OL-15-6.0) - UV Liner - 15" x 6.0mm	LF	\$61.65	10.00%	\$56.04
	I.20E.034	(OL-15-7.2) - UV Liner - 15" x 7.2mm	LF	\$71.98	10.00%	\$65.44
	I.20E.035	(OL-16-3.6) - UV Liner - 16" x 3.6mm	LF	\$49.34	10.00%	\$44.86
	I.20E.036	(OL-16-4.8) - UV Liner - 16" x 4.8mm	LF	\$57.53	10.00%	\$52.30
	I.20E.037	(OL-16-6.0) - UV Liner - 16" x 6.0mm	LF	\$67.59	10.00%	\$61.45
	I.20E.038	(OL-16-7.2) - UV Liner - 16" x 7.2mm	LF	\$78.77	10.00%	\$71.61
	I.20E.039	(OL-18-3.6) - UV Liner - 18" x 3.6mm	LF	\$62.22	10.00%	\$56.56
	I.20E.040	(OL-18-4.8) - UV Liner - 18" x 4.8mm	LF	\$68.13	10.00%	\$61.94
	I.20E.041	(OL-18-6.0) - UV Liner - 18" x 6.0mm	LF	\$76.49	10.00%	\$69.54
	I.20E.042	(OL-18-7.2) - UV Liner - 18" x 7.2mm	LF	\$89.35	10.00%	\$81.23
	I.20E.043	(OL-18-8.4) - UV Liner - 18" x 8.4mm	LF	\$100.93	10.00%	\$91.76
	I.20E.044	(OL-18-9.6) - UV Liner - 18" x 9.6mm	LF	\$115.53	10.00%	\$105.03
	I.20E.045	(OL-18-10.8) - UV Liner - 18" x 10.8mm	LF	\$138.22	10.00%	\$125.65
	I.20E.046	(OL-20-3.6) - UV Liner - 20" x 3.6mm	LF	\$67.73	10.00%	\$61.57
	I.20E.047	(OL-20-4.8) - UV Liner - 20" x 4.8mm	LF	\$83.25	10.00%	\$75.68
	I.20E.048	(OL-20-6.0) - UV Liner - 20" x 6.0mm	LF	\$100.56	10.00%	\$91.42
	I.20E.049	(OL-21-3.6) - UV Liner - 21" x 3.6mm	LF	\$69.05	10.00%	\$62.78
	I.20E.050	(OL-21-4.8) - UV Liner - 21" x 4.8mm	LF	\$73.17	10.00%	\$66.51
	I.20E.051	(OL-21-6.0) - UV Liner - 21" x 6.0mm	LF	\$90.71	10.00%	\$82.46
	I.20E.052	(OL-21-7.2) - UV Liner - 21" x 7.2mm	LF	\$101.19	10.00%	\$91.99

I.20E.053	(OL-21-8.4) - UV Liner - 21" x 8.4mm	LF	\$122.20	10.00%	\$111.09
I.20E.054	(OL-21-9.6) - UV Liner - 21" x 9.6mm	LF	\$149.01	10.00%	\$135.46
I.20E.055	(OL-24-3.6) - UV Liner - 24" x 3.6mm	LF	\$84.50	10.00%	\$76.82
I.20E.056	(OL-24-4.8) - UV Liner - 24" x 4.8mm	LF	\$98.68	10.00%	\$89.71
I.20E.057	(OL-24-6.0) - UV Liner - 24" x 6.0mm	LF	\$107.75	10.00%	\$97.96
I.20E.058	(OL-24-7.2) - UV Liner - 24" x 7.2mm	LF	\$123.38	10.00%	\$112.17
I.20E.059	(OL-24-8.4) - UV Liner - 24" x 8.4mm	LF	\$144.01	10.00%	\$130.91
I.20E.060	(OL-24-9.6) - UV Liner - 24" x 9.6mm	LF	\$163.07	10.00%	\$148.25
I.20E.061	(OL-24-10.8) - UV Liner - 24" x 10.8mm	LF	\$175.33	10.00%	\$159.39
I.20E.062	(OL-27-3.6) - UV Liner - 27" x 3.6mm	LF	\$87.04	10.00%	\$79.13
I.20E.063	(OL-27-4.8) - UV Liner - 27" x 4.8mm	LF	\$102.64	10.00%	\$93.31
I.20E.064	(OL-27-6.0) - UV Liner - 27" x 6.0mm	LF	\$121.48	10.00%	\$110.43
I.20E.065	(OL-27-7.2) - UV Liner - 27" x 7.2mm	LF	\$136.27	10.00%	\$123.89
I.20E.066	(OL-27-8.4) - UV Liner - 27" x 8.4mm	LF	\$152.72	10.00%	\$138.84
I.20E.067	(OL-27-9.6) - UV Liner - 27" x 9.6mm	LF	\$169.88	10.00%	\$154.43
I.20E.068	(OL-30-3.6) - UV Liner - 30" x 3.6mm	LF	\$95.10	10.00%	\$86.45
I.20E.069	(OL-30-4.8) - UV Liner - 30" x 4.8mm	LF	\$109.20	10.00%	\$99.27
I.20E.070	(OL-30-6.0) - UV Liner - 30" x 6.0mm	LF	\$130.55	10.00%	\$118.68
I.20E.071	(OL-30-7.2) - UV Liner - 30" x 7.2mm	LF	\$143.99	10.00%	\$130.90
I.20E.072	(OL-30-8.4) - UV Liner - 30" x 8.4mm	LF	\$161.82	10.00%	\$147.11
I.20E.073	(OL-30-9.6) - UV Liner - 30" x 9.6mm	LF	\$177.92	10.00%	\$161.74
I.20E.074	(OL-30-10.8) - UV Liner - 30" x 10.8mm	LF	\$207.92	10.00%	\$189.01
I.20E.075	(OL-30-12.0) - UV Liner - 30" x 12.0mm	LF	\$225.59	10.00%	\$205.09
I.20E.076	(OL-30-13.2) - UV Liner - 30" x 13.2mm	LF	\$244.06	10.00%	\$221.87
I.20E.077	(OL-30-14.4) - UV Liner - 30" x 14.4mm	LF	\$267.99	10.00%	\$243.63
I.20E.078	(OL-32-4.8) - UV Liner - 32" x 4.8mm	LF	\$128.74	10.00%	\$117.04
I.20E.079	(OL-32-6.0) - UV Liner - 32" x 6.0mm	LF	\$138.37	10.00%	\$125.79
I.20E.080	(OL-32-7.2) - UV Liner - 32" x 7.2mm	LF	\$156.63	10.00%	\$142.39
I.20E.081	(OL-32-8.4) - UV Liner - 32" x 8.4mm	LF	\$181.77	10.00%	\$165.24
I.20E.082	(OL-32-9.6) - UV Liner - 32" x 9.6mm	LF	\$192.67	10.00%	\$175.15
I.20E.083	(OL-32-10.8) - UV Liner - 32" x 10.8mm	LF	\$208.01	10.00%	\$189.10
I.20E.084	(OL-34-6.0) - UV Liner - 34" x 6.0mm	LF	\$152.32	10.00%	\$138.47
I.20E.085	(OL-34-7.2) - UV Liner - 34" x 7.2mm	LF	\$166.04	10.00%	\$150.95
I.20E.086	(OL-34-8.4) - UV Liner - 34" x 8.4mm	LF	\$190.31	10.00%	\$173.01
I.20E.087	(OL-34-9.6) - UV Liner - 34" x 9.6mm	LF	\$199.82	10.00%	\$181.65
I.20E.088	(OL-34-10.8) - UV Liner - 34" x 10.8mm	LF	\$216.02	10.00%	\$196.38
I.20E.089	(OL-34-12.0) - UV Liner - 34" x 12.0mm	LF	\$222.35	10.00%	\$202.13
I.20E.090	(OL-34-13.2) - UV Liner - 34" x 13.2mm	LF	\$238.42	10.00%	\$216.75
I.20E.091	(OL-36-3.6) - UV Liner - 36" x 3.6mm	LF	\$138.00	10.00%	\$125.45
I.20E.092	(OL-36-4.8) - UV Liner - 36" x 4.8mm	LF	\$147.04	10.00%	\$133.67
I.20E.093	(OL-36-6.0) - UV Liner - 36" x 6.0mm	LF	\$156.33	10.00%	\$142.11
I.20E.094	(OL-36-7.2) - UV Liner - 36" x 7.2mm	LF	\$168.03	10.00%	\$152.75
I.20E.095	(OL-36-8.4) - UV Liner - 36" x 8.4mm	LF	\$197.29	10.00%	\$179.35
I.20E.096	(OL-36-9.6) - UV Liner - 36" x 9.6mm	LF	\$210.06	10.00%	\$190.96
I.20E.097	(OL-36-10.8) - UV Liner - 36" x 10.8mm	LF	\$222.50	10.00%	\$202.27
I.20E.098	(OL-36-12.0) - UV Liner - 36" x 12.0mm	LF	\$253.61	10.00%	\$230.55
I.20E.099	(OL-36-13.2) - UV Liner - 36" x 13.2mm	LF	\$275.69	10.00%	\$250.63
I.20E.100	(OL-38-6.0) - UV Liner - 38" x 6.0mm	LF	\$169.69	10.00%	\$154.27
I.20E.101	(OL-38-7.2) - UV Liner - 38" x 7.2mm	LF	\$189.53	10.00%	\$172.30
I.20E.102	(OL-38-8.4) - UV Liner - 38" x 8.4mm	LF	\$201.72	10.00%	\$183.39
I.20E.103	(OL-38-9.6) - UV Liner - 38" x 9.6mm	LF	\$220.02	10.00%	\$200.02
I.20E.104	(OL-38-10.8) - UV Liner - 38" x 10.8mm	LF	\$233.06	10.00%	\$211.88
I.20E.105	(OL-38-12.0) - UV Liner - 38" x 12.0mm	LF	\$256.92	10.00%	\$233.56
I.20E.106	(OL-38-13.2) - UV Liner - 38" x 13.2mm	LF	\$269.96	10.00%	\$245.42
I.20E.107	(OL-40-8.4) - UV Liner - 40" x 8.4mm	LF	\$203.56	10.00%	\$185.05
I.20E.108	(OL-40-9.6) - UV Liner - 40" x 9.6mm	LF	\$232.48	10.00%	\$211.34
I.20E.109	(OL-40-10.8) - UV Liner - 40" x 10.8mm	LF	\$239.30	10.00%	\$217.55
I.20E.110	(OL-40-12.0) - UV Liner - 40" x 12.0mm	LF	\$283.04	10.00%	\$257.31
I.20E.111	(OL-40-13.2) - UV Liner - 40" x 13.2mm	LF	\$300.44	10.00%	\$273.13
I.20E.112	(OL-42-6.0) - UV Liner - 42" x 6.0mm	LF	\$204.47	10.00%	\$185.88
I.20E.113	(OL-42-7.2) - UV Liner - 42" x 7.2mm	LF	\$215.23	10.00%	\$195.66
I.20E.114	(OL-42-8.4) - UV Liner - 42" x 8.4mm	LF	\$226.58	10.00%	\$205.98
I.20E.115	(OL-42-9.6) - UV Liner - 42" x 9.6mm	LF	\$240.50	10.00%	\$218.64
I.20E.116	(OL-42-10.8) - UV Liner - 42" x 10.8mm	LF	\$258.29	10.00%	\$234.81
I.20E.117	(OL-42-12.0) - UV Liner - 42" x 12.0mm	LF	\$286.58	10.00%	\$260.53

I.20E.118	(OL-42-13.2) - UV Liner - 42" x 13.2mm	LF	\$309.59	10.00%	\$281.44
I.20E.119	(OL-44-13.2) - UV Liner - 44" x 13.2mm	LF	\$346.96	10.00%	\$315.42
I.20E.120	(OL-44-14.4) - UV Liner - 44" x 14.4mm	LF	\$353.23	10.00%	\$321.12
I.20E.121	(OL-46-8.4) - UV Liner - 46" x 8.4mm	LF	\$240.26	10.00%	\$218.41
I.20E.122	(OL-46-9.6) - UV Liner - 46" x 9.6mm	LF	\$261.03	10.00%	\$237.30
I.20E.123	(OL-46-10.8) - UV Liner - 46" x 10.8mm	LF	\$274.98	10.00%	\$249.98
I.20E.124	(OL-46-12.0) - UV Liner - 46" x 12.0mm	LF	\$299.99	10.00%	\$272.72
I.20E.125	(OL-46-13.2) - UV Liner - 46" x 13.2mm	LF	\$319.77	10.00%	\$290.70
I.20E.126	(OL-48-7.2) - UV Liner - 48" x 7.2mm	LF	\$274.20	10.00%	\$249.27
I.20E.127	(OL-48-8.4) - UV Liner - 48" x 8.4mm	LF	\$283.79	10.00%	\$257.99
I.20E.128	(OL-48-9.6) - UV Liner - 48" x 9.6mm	LF	\$292.54	10.00%	\$265.94
I.20E.129	(OL-48-10.8) - UV Liner - 48" x 10.8mm	LF	\$307.55	10.00%	\$279.59
I.20E.130	(OL-48-12.0) - UV Liner - 48" x 12.0mm	LF	\$343.19	10.00%	\$311.99
I.20E.131	(OL-48-13.2) - UV Liner - 48" x 13.2mm	LF	\$371.96	10.00%	\$338.14
I.20E.132	(OL-48-14.4) - UV Liner - 48" x 14.4mm	LF	\$427.38	10.00%	\$388.53
I.20E.133	(OL-48-15.6) - UV Liner - 48" x 15.6mm	LF	\$482.97	10.00%	\$439.07
I.20E.134	(OL-54-8.4) - UV Liner - 54" x 8.4mm	LF	\$402.11	10.00%	\$365.55
I.20E.135	(OL-54-9.6) - UV Liner - 54" x 9.6mm	LF	\$453.58	10.00%	\$412.34
I.20E.136	(OL-54-10.8) - UV Liner - 54" x 10.8mm	LF	\$503.70	10.00%	\$457.91
I.20E.137	(OL-54-12.0) - UV Liner - 54" x 12.0mm	LF	\$551.06	10.00%	\$500.96
I.20E.138	(OL-54-13.2) - UV Liner - 54" x 13.2mm	LF	\$594.49	10.00%	\$540.44
I.20E.139	(OL-54-14.4) - UV Liner - 54" x 14.4mm	LF	\$661.54	10.00%	\$601.40
I.20E.140	(OL-54-15.6) - UV Liner - 54" x 15.6mm	LF	\$730.61	10.00%	\$664.19
I.20E.141	(OL-63-15.6) - UV Liner - 63" x 15.6mm	LF	\$964.06	10.00%	\$876.41
I.20E.142	(OL-60-7.2) - UV Liner - 60" x 7.2mm	LF	\$494.77	10.00%	\$449.79
I.20E.143	(OL-60-8.4) - UV Liner - 60" x 8.4mm	LF	\$522.18	10.00%	\$474.71
I.20E.144	(OL-60-9.6) - UV Liner - 60" x 9.6mm	LF	\$549.43	10.00%	\$499.48
I.20E.145	(OL-60-10.8) - UV Liner - 60" x 10.8mm	LF	\$578.35	10.00%	\$525.77
I.20E.146	(OL-60-12.0) - UV Liner - 60" x 12.0mm	LF	\$608.79	10.00%	\$553.45
I.20E.147	(OL-60-13.2) - UV Liner - 60" x 13.2mm	LF	\$670.75	10.00%	\$609.77
I.20E.148	(OL-60-14.4) - UV Liner - 60" x 14.4mm	LF	\$785.46	10.00%	\$714.06
I.20E.149	(OL-60-15.6) - UV Liner - 60" x 15.6mm	LF	\$913.88	10.00%	\$830.80
I.20E.150	(OL-66-13.2) - UV Liner - 66" x 13.2mm	LF	\$858.43	10.00%	\$780.39
I.20E.151	(OL-66-14.4) - UV Liner - 66" x 14.4mm	LF	\$936.74	10.00%	\$851.58
I.20E.152	(OL-66-15.6) - UV Liner - 66" x 15.6mm	LF	\$1,014.37	10.00%	\$922.15
I.20E.153	(OL-72-13.2) - UV Liner - 72" x 13.2mm	LF	\$1,139.63	10.00%	\$1,036.03
I.20E.154	(OL-72-14.4) - UV Liner - 72" x 14.4mm	LF	\$1,243.21	10.00%	\$1,130.19
I.20E.155	(OL-72-15.6) - UV Liner - 72" x 15.6mm	LF	\$1,346.79	10.00%	\$1,224.36
I.20E.156	(SS6) - 6" Safety Sleeve	EA	\$40.93	10.00%	\$37.21
I.20E.157	(SS8) - 8" Safety Sleeve	EA	\$40.93	10.00%	\$37.21
I.20E.158	(SS9) - 9" Safety Sleeve	EA	\$46.23	10.00%	\$42.03
I.20E.159	(SS10) - 10" Safety Sleeve	EA	\$46.23	10.00%	\$42.03
I.20E.160	(SS12) - 12" Safety Sleeve	EA	\$52.75	10.00%	\$47.95
I.20E.161	(SS14) - 14" Safety Sleeve	EA	\$56.67	10.00%	\$51.52
I.20E.162	(SS15) - 15" Safety Sleeve	EA	\$68.84	10.00%	\$62.58
I.20E.163	(SS16) - 16" Safety Sleeve	EA	\$69.93	10.00%	\$63.57
I.20E.164	(SS18) - 18" Safety Sleeve	EA	\$66.24	10.00%	\$60.21
I.20E.165	(SS20) - 20" Safety Sleeve	EA	\$73.86	10.00%	\$67.14
I.20E.166	(SS21) - 21" Safety Sleeve	EA	\$74.92	10.00%	\$68.11
I.20E.167	(SS24) - 24" Safety Sleeve	EA	\$78.28	10.00%	\$71.16
I.20E.168	(SS27) - 27" Safety Sleeve	EA	\$86.07	10.00%	\$78.25
I.20E.169	(SS30) - 30" Safety Sleeve	EA	\$87.32	10.00%	\$79.38
I.20E.170	(SS32) - 32" Safety Sleeve	EA	\$91.03	10.00%	\$82.75
I.20E.171	(SS34) - 34" Safety Sleeve	EA	\$103.73	10.00%	\$94.30
I.20E.172	(SS36) - 36" Safety Sleeve	EA	\$114.76	10.00%	\$104.33
I.20E.173	(SS38) - 38" Safety Sleeve	EA	\$119.58	10.00%	\$108.71
I.20E.174	(SS40) - 40" Safety Sleeve	EA	\$123.80	10.00%	\$112.55
I.20E.175	(SS42) - 42" Safety Sleeve	EA	\$127.51	10.00%	\$115.92
I.20E.176	(SS44) - 44" Safety Sleeve	EA	\$129.28	10.00%	\$117.53
I.20E.177	(SS46) - 46" Safety Sleeve	EA	\$134.60	10.00%	\$122.36
I.20E.178	(SS48) - 48" Safety Sleeve	EA	\$138.14	10.00%	\$125.58
I.20E.179	(SS54) - 54" Safety Sleeve	EA	\$242.12	10.00%	\$220.11
I.20E.180	(SS60) - 60" Safety Sleeve	EA	\$269.04	10.00%	\$244.58
I.20E.181	(SS63) - 63" Safety Sleeve	EA	\$279.82	10.00%	\$254.38
I.20E.182	(SS66) - 66" Safety Sleeve	EA	\$308.86	10.00%	\$280.78

	I.20E.183	(SS72) - 72" Safety Sleeve	EA	\$317.72	10.00%	\$288.83
	I.20E.184	(GF6) - 6" Glide Film - 1125' per roll	RL	\$472.93	10.00%	\$429.94
	I.20E.185	(GF8) - 8" Glide Film - 1100' per roll	RL	\$485.10	10.00%	\$441.00
	I.20E.186	(GF10) - 10" Glide Film - 1500' per roll	RL	\$1,316.70	10.00%	\$1,197.00
	I.20E.187	(GF12) - 12" Glide Film - 1100' per roll	RL	\$1,101.10	10.00%	\$1,001.00
	I.20E.188	(GF15) - 15" Glide Film - 1500' per roll	RL	\$1,755.60	10.00%	\$1,596.00
	I.20E.189	(GF18) - 18" Glide Film - 1125' per roll	RL	\$1,472.63	10.00%	\$1,338.75
	I.20E.190	(GF24) - 24" Glide Film - 1100' per roll	RL	\$1,575.42	10.00%	\$1,432.20
	I.20E.191	(GF30) - 30" Glide Film - 1100' per roll	RL	\$1,626.24	10.00%	\$1,478.40
	I.20E.192	(GF36) - 36" Glide Film - 1100' per roll	RL	\$1,643.18	10.00%	\$1,493.80
	I.20E.193	(GF48) - 48" Glide Film - 1100' per roll	RL	\$1,914.22	10.00%	\$1,740.20
	I.20E.194	(GF60) - 60" Glide Film - 1125' per roll	RL	\$2,754.68	10.00%	\$2,504.25
	I.20E.195	(CRATE36-STD) - 6" - 12", up to 3.2mm Liner - UV Shipping Crate - 36" Standard	EA	\$916.30	10.00%	\$833.00
	I.20E.196	(CRATE72) - 12" - 24", over 3.2mm Liner - UV Shipping Crate - 72"	EA	\$1,178.10	10.00%	\$1,071.00
	I.20E.197	(CRATEJUMBO) - 24" - 28" Liner - UV Shipping Crate	EA	\$1,650.00	10.00%	\$1,500.00
	I.20E.198	UV Truck Build - Hurricane System 6" - 48"	EA	#####	10.00%	\$1,750,000.00
	I.20E.199	UV Truck Build UV8000 System 6" - 48"	EA	#####	10.00%	\$1,500,000.00
	I.20E.200	UV Rental Truck	WK	\$16,500.00	10.00%	\$15,000.00
Section II: Polymer Injection Products						
II	21	Pipe Sealing of Sanitary Sewer Pipes and Related Items				
II	21A	Geopolymer Pipe Rehab:				
	II.21A.001	36" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$825.00	10.00%	\$750.00
	II.21A.002	42" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$715.00	10.00%	\$650.00
	II.21A.003	48" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$790.63	10.00%	\$718.75
	II.21A.004	54" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$907.50	10.00%	\$825.00
	II.21A.005	60" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,031.25	10.00%	\$937.50
	II.21A.006	66" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,134.38	10.00%	\$1,031.25
	II.21A.007	72" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,340.63	10.00%	\$1,218.75
	II.21A.008	78" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,464.38	10.00%	\$1,331.25
	II.21A.009	84" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,698.13	10.00%	\$1,543.75
	II.21A.010	90" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,897.50	10.00%	\$1,725.00
	II.21A.011	96" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$2,371.88	10.00%	\$2,156.25
	II.21A.012	102" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$2,846.25	10.00%	\$2,587.50
	II.21A.013	108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$3,636.88	10.00%	\$3,306.25
	II.21A.014	Greater than 108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	SF	\$192.50	10.00%	\$175.00
	II.21A.015	Non Round Sewer Pipe 1" Thickness	SF	\$75.63	10.00%	\$68.75
	II.21A.016	Each Additional .5" Thickness	SF	\$38.50	10.00%	\$35.00
	II.21A.017	Infiltration Control - Chemical Grout	GAL	\$577.50	10.00%	\$525.00
	II.21A.018	Infiltration Control - Quad-Plug (5 Gallon)	EA	\$110.00	10.00%	\$100.00
	II.21A.019	Rebuilt Invert - Flowable Fill	CF	\$192.50	10.00%	\$175.00
	II.21A.020	Rebuilt Invert - Quadflow	CF	\$220.00	10.00%	\$200.00
	II.21A.021	Rebuilt Invert - GeoKrete	CF	\$240.63	10.00%	\$218.75
	II.21A.022	Joint Preparation	LF	\$34.38	10.00%	\$31.25
	II.21A.023	Reinforcement with Carbon Fiber	SF	\$6.88	10.00%	\$6.25
	II.21A.024	Reinforcement with Welded Wire	SF	\$27.50	10.00%	\$25.00
	II.21A.025	Reinforcement with Rebar	LF	\$61.88	10.00%	\$56.25
	II.21A.026	Antimicrobial Application	SF	\$8.25	10.00%	\$7.50

	II.21A.027	Service Lateral	EACH	\$1,375.00	10.00%	\$1,250.00
II	21B	Grouting:				
	II.21B.001	Set up - Ground Penetrating Radar (GPR)	EA	\$27,500.00	10.00%	\$25,000.00
	II.21B.002	Ground Penetrating Radar (GPR) Study	LF	\$55.00	10.00%	\$50.00
	II.21B.003	Set up - Grouting	EA	\$27,500.00	10.00%	\$25,000.00
	II.21B.004	Grout Injection Chemical Grouting	LB	\$33.00	10.00%	\$30.00
	II.21B.005	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	\$126.50	10.00%	\$115.00
	II.21B.006	All Sizes Annular space grouting cement slurry base	CUFT	\$82.50	10.00%	\$75.00
	II.21B.007	All Sizes Set-up for annular space grouting <100 cubic feet	LS	\$6,875.00	10.00%	\$6,250.00
	II.21B.008	Set up Fee for Lateral or Mainline Grouting	EA	\$16,500.00	10.00%	\$15,000.00
	II.21B.009	Lateral Grouting (4-8" laterals, in 8-18" mains)	EA	\$2,200.00	10.00%	\$2,000.00
	II.21B.010	Mainline Joint Grouting (8-48")	EA	\$7,150.00	10.00%	\$6,500.00
II	22	f RCP or CMP Storm Sewer Joints and Related Items				
II	22A	Internal Pipe Seals:				
	II.22A.001	8"-Stainless steel with EPDM	EA	\$3,118.50	10.00%	\$2,835.00
	II.22A.002	10"-Stainless steel with EPDM	EA	\$3,242.80	10.00%	\$2,948.00
	II.22A.003	12"-Stainless steel with EPDM	EA	\$3,379.20	10.00%	\$3,072.00
	II.22A.004	15"-Stainless steel with EPDM	EA	\$3,911.60	10.00%	\$3,556.00
	II.22A.005	18"-Stainless steel with EPDM	EA	\$4,298.80	10.00%	\$3,908.00
	II.22A.006	21"-Stainless steel with EPDM	EA	\$4,912.60	10.00%	\$4,466.00
	II.22A.007	24"-Stainless steel with EPDM	EA	\$5,795.90	10.00%	\$5,269.00
II	22B	Installation Packer for Internal Pipe Seals:				
	II.22B.001	8'-12" Packer with coupling rod	EA	\$11,192.50	10.00%	\$10,175.00
	II.22B.002	15"-18" Packer with coupling rod	EA	\$14,041.50	10.00%	\$12,765.00
	II.22B.003	21"-24" Packer with coupling rod	EA	\$16,483.50	10.00%	\$14,985.00
II	22C	Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber:				
	II.22C.001	8"-Stainless steel with EPDM	EA	\$2,794.00	10.00%	\$2,540.00
	II.22C.002	10"-Stainless steel with EPDM	EA	\$2,846.80	10.00%	\$2,588.00
	II.22C.003	12"-Stainless steel with EPDM	EA	\$2,923.80	10.00%	\$2,658.00
	II.22C.004	15"-Stainless steel with EPDM	EA	\$3,703.70	10.00%	\$3,367.00
	II.22C.005	18"-Stainless steel with EPDM	EA	\$4,105.20	10.00%	\$3,732.00
	II.22C.006	21"-Stainless steel with EPDM	EA	\$4,613.40	10.00%	\$4,194.00
	II.22C.007	24"-Stainless steel with EPDM	EA	\$5,132.60	10.00%	\$4,666.00
II	22D	Vortex Lining System Equipment:				
	II.22D.001	Vortex Lining System Rig	EA	\$935,000.00	10.00%	\$850,000.00
	II.22D.002	Vortex Spray Master Manhole Lining Equipment	EA	\$187,000.00	10.00%	\$170,000.00
	II.22D.003	Vortex Spin Master Robotic Spin Casting Equipment	EA	\$22,000.00	10.00%	\$20,000.00
	II.22D.004	SM1 Non-CDL Truck	EA	\$33,000.00	10.00%	\$30,000.00
	II.22D.005	QM-1s Restore Pallet (56 bags) 60# bags	EA	\$2,530.00	10.00%	\$2,300.00
	II.22D.006	Alumina liner Pallet (56 bags) 60# bags	EA	\$3,795.00	10.00%	\$3,450.00
	II.22D.007	Quad Plug Pallet (36 pails) 50# pail	EA	\$2,832.50	10.00%	\$2,575.00
	II.22D.008	Hyperform Pallet (56 bags) 60# bags	EA	\$3,795.00	10.00%	\$3,450.00
	II.22D.009	GeoKrete Pallet (56 bags) 60# bags	EA	\$3,921.50	10.00%	\$3,565.00
II	23	Sealing of Box Culvert Storm Sewer Joints and Related Items				
II	23A	See items 22D above				
Section IV:						
IV	32	Installation and Repair Service - Standard Hourly Labor Rate for Installation / Repair Service of Equipment and Products	Hrly rate	\$247.50	10.00%	\$225.00
IV	33	Installation and Repair Service - Non-Standard Hourly Labor Rate for Installation / Repair Service of Equipment and Products	Hrly rate	\$330.00	10.00%	\$300.00

IV	34	Installation and Repair Service - Standard Hours for Installation/Repair Service of Equipment and Products	factors	\$1.10	10.00%	\$1.00
IV	35	Installation and Repair Service - Non-Standard Hours for Installation/Repair Service of Equipment and Products	factors	\$1.10	10.00%	\$1.00
	10.D.185	(GF8) - 8" Glide Film - 1100' per roll	RL	\$485.10	10.00%	\$441.00
	10.D.186	(GF10) - 10" Glide Film - 1500' per roll	RL	\$1,316.70	10.00%	\$1,197.00
	10.D.187	(GF12) - 12" Glide Film - 1100' per roll	RL	\$1,101.10	10.00%	\$1,001.00
	10.D.188	(GF15) - 15" Glide Film - 1500' per roll	RL	\$1,755.60	10.00%	\$1,596.00
	10.D.189	(GF18) - 18" Glide Film - 1125' per roll	RL	\$1,472.63	10.00%	\$1,338.75
	10.D.190	(GF24) - 24" Glide Film - 1100' per roll	RL	\$1,575.42	10.00%	\$1,432.20
	10.D.191	(GF30) - 30" Glide Film - 1100' per roll	RL	\$1,626.24	10.00%	\$1,478.40
	10.D.192	(GF36) - 36" Glide Film - 1100' per roll	RL	\$1,643.18	10.00%	\$1,493.80
	10.D.193	(GF48) - 48" Glide Film - 1100' per roll	RL	\$1,914.22	10.00%	\$1,740.20
	10.D.194	(GF60) - 60" Glide Film - 1125' per roll	RL	\$2,754.68	10.00%	\$2,504.25
	10.D.195	(CRATE36-STD) - 6" - 12", up to 3.2mm Liner - UV Shipping Crate - 36" Standard	EA	\$916.30	10.00%	\$833.00
	10.D.196	(CRATE72) - 12" - 24", over 3.2mm Liner - UV Shipping Crate - 72"	EA	\$1,178.10	10.00%	\$1,071.00
	10.D.197	(CRATEJUMBO) - 24" - 28" Liner - UV Shipping Crate	EA	\$1,650.00	10.00%	\$1,500.00
	10.D.198	UV Truck Build - Hurricane System 6" - 48"	EA	#####	10.00%	\$1,750,000.00
	10.D.199	UV Truck Build UV8000 System 6" - 48"	EA	#####	10.00%	\$1,500,000.00
	10.D.200	UV Rental Truck	WK	\$16,500.00	10.00%	\$15,000.00

SECTION "B" - Alternative Methods of Providing "Catalog Pricing"

<u>Alternative Method of Providing Catalog</u>	<u>Description of Alternative Method of Providing Catalog</u>	<u>Vendor's Selection of Alternative Method of Providing Catalog - Mark the option that Vendor Selects</u>
1. Catalog Pricing is Included in Proposal	If vendor already has "Catalog Pricing" documents or files compiled, vendor may check the cell to the right and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to If vendor already has "Catalog Pricing" published at an online location,	X
2. Link to Catalog Pricing	Vendor may check the cell to the right and include the link to their online "Catalog Pricing." If a login is required to access the "Catalog Pricing" located at that link, please provide that login information in the neighboring cell. (Ex. X – Please see "Catalog Pricing" at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are	
3. Vendor Shall Provide "Catalog Pricing" Upon Request	If Vendor does not have comprehensive "Catalog Pricing" documents or links readily available, Vendor may check the cell to the right ensuring that such required "Catalog Pricing" will be provided to TIPS upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of	

Option 2 - Cost-Plus Markup Method

This goods/items pricing proposal method **is not recommended** because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the "Discount-Off Catalog Method" description above and has determined that none of those options are a possibility, then Vendor may use this method which requires that Vendor propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of

<p><u>Cost-Plus Markup Method</u></p>	<p>If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided to the right. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation</p>	<p><u>Vendor's Percentage Markup:</u></p>	<p>Place Vendor's proposed percentage markup in this cell if utilizing the "Cost-Plus Markup Method.</p>
--	---	--	--

TIPS PRICING FORM 2 (PART 1)

**STORMWATER REHABILITATION
PROGRAM**

**TIPS RFP 101100422 PIPE BURSTING
PIGGYBACK**

TIPS PRICING FORM 2 (Part 1) - SERVICE PRICING

Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to services proposed with the exception of vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this Part 1 contract, Vendor may type "N/A" on this form and submit. If Vendor desires to offer services under this Part 1 TIPS Contract, the "Catalog Pricing" for those services must either be listed within this form as instructed, otherwise included within Vendor's Part 1 proposal, or properly added during the life of the awarded Part 1 contract. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 (Part 1 Only) directing TIPS to please view those documents/links/files. (Ex. X - Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.").

Providing Service "Catalog Pricing" through Pricing Form 2 Line-Item Pricing

If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so below in this Pricing Form 2. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and "catalog price" of the service. Please note that if you are awarded after submitting your service pricing on this form, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed. If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note below directing TIPS to please view those documents/links/files. (Ex. X - Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.") Please note that if you are awarded after submitting your service pricing through other documents/links/files, you will be able to update the pricing and add/remove services

SECTION	PART #	ITEM DESCRIPTION	UNITS	LIST PRICE	% Discount (Greater than Minimum Discount offered in Attribute Except in Limited Circumstances. See Attribute.)	TIPS Price - Not to Exceed
Section I: CIPP UV Cured Products						
I	I	UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items				
I	1A	UV Light Cured CIPP:				
	I.1A.001	6" X 2.8mm - CIPP UV Cure	LF	\$112.20	10.00%	\$102.00
	I.1A.002	8 X 2.8mm - CIPP UV Cure	LF	\$97.90	10.00%	\$89.00
	I.1A.003	10 X 2.8mm - CIPP UV Cure	LF	\$119.90	10.00%	\$109.00
	I.1A.004	12" X 2.8mm - CIPP UV Cure	LF	\$130.90	10.00%	\$119.00
	I.1A.005	15" X 3.5mm - CIPP UV Cure	LF	\$137.50	10.00%	\$125.00
	I.1A.006	18" X 4.2mm - CIPP UV Cure	LF	\$180.40	10.00%	\$164.00
	I.1A.007	21" X 4.9mm - CIPP UV Cure	LF	\$231.00	10.00%	\$210.00
	I.1A.008	24" x 5.6mm - CIPP UV Cure	LF	\$289.30	10.00%	\$263.00
	I.1A.009	27" x 5.6mm - CIPP UV Cure	LF	\$378.40	10.00%	\$344.00
	I.1A.010	30" x 5.6mm - CIPP UV Cure	LF	\$412.50	10.00%	\$375.00
	I.1A.011	33" x 5.6mm - CIPP UV Cure	LF	\$467.50	10.00%	\$425.00
	I.1A.012	36" x 5.6mm - CIPP UV Cure	LF	\$522.50	10.00%	\$475.00
	I.1A.013	42" x 8.4mm - CIPP UV Cure	LF	\$805.20	10.00%	\$732.00
	I.1A.014	48" x 8.4mm - CIPP UV Cure	LF	\$928.40	10.00%	\$844.00
	I.1A.015	54" x 10.8mm - CIPP UV Cure	LF	\$1,340.90	10.00%	\$1,219.00
	I.1A.016	60" x 12mm - CIPP UV Cure	LF	\$1,719.30	10.00%	\$1,563.00
	I.1A.017	66" x 13.5mm - CIPP UV Cure	LF	\$1,994.30	10.00%	\$1,813.00
	I.1A.018	72" x 15mm - CIPP UV Cure	LF	\$2,406.80	10.00%	\$2,188.00
	I.1A.019	CIPP UV Cure - 6" Pipe Segmental Patches	EA	\$8,250.00	10.00%	\$7,500.00
	I.1A.020	CIPP UV Cure - 8-12" Pipe Segmental Patches	EA	\$9,281.80	10.00%	\$8,438.00
	I.1A.021	CIPP UV Cure - 13-18" Pipe Segmental Patches	EA	\$15,469.30	10.00%	\$14,063.00
	I.1A.022	CIPP UV Cure - 19-24" Pipe Segmental Patches	EA	\$18,219.30	10.00%	\$16,563.00
	I.1A.023	CIPP UV Cure - 25-36" Pipe Segmental Patches	EA	\$24,062.50	10.00%	\$21,875.00
	I.1A.024	6" & 8" Additional 1.5mm - CIPP UV Cure	LF	\$5.50	10.00%	\$5.00
	I.1A.025	10" & 12" Additional 1.5mm - CIPP UV Cure	LF	\$8.80	10.00%	\$8.00
	I.1A.026	15" & 18" Additional 1.5mm - CIPP UV Cure	LF	\$25.30	10.00%	\$23.00
	I.1A.027	21" & 24" Additional 1.5mm - CIPP UV Cure	LF	\$41.80	10.00%	\$38.00
	I.1A.028	27" Additional 1.5mm - CIPP UV Cure	LF	\$48.40	10.00%	\$44.00
	I.1A.029	30" Additional 1.5mm - CIPP UV Cure	LF	\$57.20	10.00%	\$52.00
	I.1A.030	33" Additional 1.5mm - CIPP UV Cure	LF	\$63.80	10.00%	\$58.00
	I.1A.031	36" Additional 1.5mm - CIPP UV Cure	LF	\$71.50	10.00%	\$65.00
	I.1A.032	42" Additional 1.5mm - CIPP UV Cure	LF	\$80.30	10.00%	\$73.00
	I.1A.033	48" Additional 1.5mm - CIPP UV Cure	LF	\$95.70	10.00%	\$87.00
	I.1A.034	54" Additional 1.5mm - CIPP UV Cure	LF	\$112.20	10.00%	\$102.00
	I.1A.035	60" Additional 1.5mm - CIPP UV Cure	LF	\$129.80	10.00%	\$118.00
	I.1A.036	66" Additional 1.5mm - CIPP UV Cure	LF	\$158.40	10.00%	\$144.00
	I.1A.037	72" Additional 1.5mm - CIPP UV Cure	LF	\$200.20	10.00%	\$182.00
	I.1A.038	6" & 8" Additional .7mm - CIPP UV Cure	LF	\$7.70	10.00%	\$7.00
	I.1A.039	10" & 12" Additional .7mm - CIPP UV Cure	LF	\$12.10	10.00%	\$11.00
	I.1A.040	15" Additional .7mm - CIPP UV Cure	LF	\$16.50	10.00%	\$15.00
	I.1A.041	18" Additional .7mm - CIPP UV Cure	LF	\$17.60	10.00%	\$16.00
	I.1A.042	21" Additional .7mm - CIPP UV Cure	LF	\$20.90	10.00%	\$19.00
	I.1A.043	24" Additional .7mm - CIPP UV Cure	LF	\$24.20	10.00%	\$22.00
	I.1A.044	27" Additional .7mm - CIPP UV Cure	LF	\$26.40	10.00%	\$24.00
	I.1A.045	30" Additional .7mm - CIPP UV Cure	LF	\$29.70	10.00%	\$27.00
	I.1A.046	33" Additional .7mm - CIPP UV Cure	LF	\$31.90	10.00%	\$29.00
	I.1A.047	36" Additional .7mm - CIPP UV Cure	LF	\$35.20	10.00%	\$32.00
	I.1A.048	42" Additional .7mm - CIPP UV Cure	LF	\$50.60	10.00%	\$46.00
	I.1A.049	48" Additional .7mm - CIPP UV Cure	LF	\$72.60	10.00%	\$66.00
	I.1A.050	54" Additional .7mm - CIPP UV Cure	LF	\$96.80	10.00%	\$88.00
	I.1A.051	60" Additional .7mm - CIPP UV Cure	LF	\$117.70	10.00%	\$107.00

	I.1A.052	66" Additional .7mm - CIPP UV Cure	LF	\$137.50	10.00%	\$125.00
	I.1A.053	72" Additional .7mm - CIPP UV Cure	LF	\$158.40	10.00%	\$144.00
I	1B	Steam / Water Cured CIPP:				
	I.1B.001	6" x 4.5mm - CIPP Steam / Water Cure	LF	\$75.90	10.00%	\$69.00
	I.1B.002	8" x 6.0mm - CIPP Steam / Water Cure	LF	\$69.30	10.00%	\$63.00
	I.1B.003	10" x 6.0mm - CIPP Steam / Water Cure	LF	\$82.50	10.00%	\$75.00
	I.1B.004	12" x 6.0mm - CIPP Steam / Water Cure	LF	\$103.40	10.00%	\$94.00
	I.1B.005	15" x 7.5mm - CIPP Steam / Water Cure	LF	\$130.90	10.00%	\$119.00
	I.1B.006	18" x 9.0mm - CIPP Steam / Water Cure	LF	\$158.40	10.00%	\$144.00
	I.1B.007	21" x 9.0mm - CIPP Steam / Water Cure	LF	\$200.20	10.00%	\$182.00
	I.1B.008	24" x 10.5mm - CIPP Steam / Water Cure	LF	\$247.50	10.00%	\$225.00
	I.1B.009	27" x 10.5mm - CIPP Steam / Water Cure	LF	\$289.30	10.00%	\$263.00
	I.1B.010	30" x 12.0mm - CIPP Steam / Water Cure	LF	\$350.90	10.00%	\$319.00
	I.1B.011	33" x 12.0mm - CIPP Steam / Water Cure	LF	\$392.70	10.00%	\$357.00
	I.1B.012	36" x 12.0mm - CIPP Steam / Water Cure	LF	\$460.90	10.00%	\$419.00
	I.1B.013	42" x 13.5mm - CIPP Steam / Water Cure	LF	\$536.80	10.00%	\$488.00
	I.1B.014	48" x 15.0mm - CIPP Steam / Water Cure	LF	\$756.80	10.00%	\$688.00
	I.1B.015	54" x 18.0mm - CIPP Steam / Water Cure	LF	\$1,076.90	10.00%	\$979.00
	I.1B.016	60" x 22.5mm - CIPP Steam / Water Cure	LF	\$1,411.30	10.00%	\$1,283.00
	I.1B.017	66" x 25mm - CIPP Steam / Water Cure	LF	\$1,856.80	10.00%	\$1,688.00
	I.1B.018	72" x 28mm - CIPP Steam / Water Cure	LF	\$2,200.00	10.00%	\$2,000.00
	I.1B.019	6" & 8" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$5.50	10.00%	\$5.00
	I.1B.020	10" & 12" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$7.70	10.00%	\$7.00
	I.1B.021	15" & 18" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$19.80	10.00%	\$18.00
	I.1B.022	21" & 24" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$31.90	10.00%	\$29.00
	I.1B.023	27" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$37.40	10.00%	\$34.00
	I.1B.024	30" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$46.20	10.00%	\$42.00
	I.1B.025	33" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$51.70	10.00%	\$47.00
	I.1B.026	36" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$58.30	10.00%	\$53.00
	I.1B.027	42" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$63.80	10.00%	\$58.00
	I.1B.028	48" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$77.00	10.00%	\$70.00
	I.1B.029	54" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$90.20	10.00%	\$82.00
	I.1B.030	60" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$103.40	10.00%	\$94.00
	I.1B.031	66" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$117.70	10.00%	\$107.00
	I.1B.032	72" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$130.90	10.00%	\$119.00
I	1C	Additional CIPP Items:				
	I.1C.001	Robotically Reinstated Internal reconnects on all CIPP	EA	\$550.00	10.00%	\$500.00
	I.1C.002	Trim Protruding Services	EA	\$742.50	10.00%	\$675.00
	I.1C.003	6"-12" CIPP Set-up Charge	LF	\$49.50	10.00%	\$45.00
	I.1C.004	6" - 12" CIPP Setup Charge (< 300 LF)	EA	\$1,375.00	10.00%	\$1,250.00
	I.1C.005	15"-18" CIPP Set-up Charge	LF	\$55.00	10.00%	\$50.00
	I.1C.006	15" - 21" CIPP Setup Charge (< 300 LF)	EA	\$2,062.50	10.00%	\$1,875.00
	I.1C.007	21"-24" CIPP Set-up Charge	LF	\$57.75	10.00%	\$52.50
	I.1C.008	24" - 36" CIPP Setup Charge (< 300 LF)	EA	\$2,750.00	10.00%	\$2,500.00
	I.1C.009	27"-36" CIPP Set-up Charge	LF	\$66.00	10.00%	\$60.00
	I.1C.010	36" or Larger CIPP Setup Charge (< 300 LF)	EA	\$5,500.00	10.00%	\$5,000.00
	I.1C.011	42"-48" CIPP Set-up Charge	LF	\$74.80	10.00%	\$68.00
	I.1C.012	42-48" or Larger CIPP Setup Charge (< 300 LF)	EA	\$8,250.00	10.00%	\$7,500.00
	I.1C.013	54-60" CIPP Set-up Charge	LF	\$77.00	10.00%	\$70.00
	I.1C.014	54-60" or Larger CIPP Setup Charge (< 300 LF)	EA	\$13,200.00	10.00%	\$12,000.00
	I.1C.015	66-72" CIPP Set-up Charge	LF	\$104.50	10.00%	\$95.00
	I.1C.016	66-72" or Larger CIPP Setup Charge (< 300 LF)	EA	\$19,800.00	10.00%	\$18,000.00
	I.1C.017	Backyard Easement Setup (6" - 10")	EA	\$3,437.50	10.00%	\$3,125.00
	I.1C.018	Backyard Easement Setup (12" - 18")	EA	\$4,812.50	10.00%	\$4,375.00
	I.1C.019	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	\$6.88	10.00%	\$6.25
	I.1C.020	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	\$13.75	10.00%	\$12.50
	I.1C.021	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	\$20.63	10.00%	\$18.75
	I.1C.022	Over the hole set up	EA	\$165,000.00	10.00%	\$150,000.00
	I.1C.023	Over the hole set up weekly Rental	WK	\$82,500.00	10.00%	\$75,000.00
I	1D	CIPP Sectional Liners				
	I.1D.001	Internal Pipe Point Repair with CIPP, 6" - 8" Diameter, minimum thickness (includes up to 5')	EA	\$6,875.00	10.00%	\$6,250.00
	I.1D.002	Internal Pipe Point Repair with CIPP, 10" Diameter, minimum thickness (includes up to 5')	EA	\$8,937.50	10.00%	\$8,125.00
	I.1D.003	Internal Pipe Point Repair with CIPP, 12" Diameter, minimum thickness (includes up to 5')	EA	\$9,625.00	10.00%	\$8,750.00
	I.1D.004	Internal Pipe Point Repair with CIPP, 15" Diameter, minimum thickness (includes up to 5')	EA	\$10,312.50	10.00%	\$9,375.00
	I.1D.005	Internal Pipe Point Repair with CIPP, 18" Diameter, minimum thickness (includes up to 5')	EA	\$13,062.50	10.00%	\$11,875.00
	I.1D.006	Internal Pipe Point Repair with CIPP, 20" - 24" Diameter, minimum thickness (includes up to 4')	EA	\$15,125.00	10.00%	\$13,750.00
	I.1D.007	IPR - Additional Footage 6"-8"	LF	\$412.50	10.00%	\$375.00
	I.1D.008	IPR - Additional Footage 10"	LF	\$550.00	10.00%	\$500.00
	I.1D.009	IPR - Additional Footage 12"	LF	\$687.50	10.00%	\$625.00
	I.1D.010	IPR - Additional Footage 15"	LF	\$825.00	10.00%	\$750.00
	I.1D.011	IPR - Additional Footage 18"	LF	\$962.50	10.00%	\$875.00
	I.1D.012	IPR - Additional Footage 20" - 24"	LF	\$1,237.50	10.00%	\$1,125.00
I	2	Pipe Bursting Rehabilitation and Related Items				
I	2A	Pipe Bursting Sewer Lines:				

	1.2A.001	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	\$111.38	10.00%	\$101.25
	1.2A.002	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	\$126.23	10.00%	\$114.75
	1.2A.003	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	\$163.35	10.00%	\$148.50
	1.2A.004	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	\$126.23	10.00%	\$114.75
	1.2A.005	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	\$148.50	10.00%	\$135.00
	1.2A.006	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	\$170.78	10.00%	\$155.25
	1.2A.007	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	\$133.65	10.00%	\$121.50
	1.2A.008	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	\$170.78	10.00%	\$155.25
	1.2A.009	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	\$193.05	10.00%	\$175.50
	1.2A.010	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	\$163.35	10.00%	\$148.50
	1.2A.011	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	\$185.63	10.00%	\$168.75
	1.2A.012	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	\$207.90	10.00%	\$189.00
	1.2A.013	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	\$267.30	10.00%	\$243.00
	1.2A.014	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	\$297.00	10.00%	\$270.00
	1.2A.015	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	\$363.83	10.00%	\$330.75
	1.2A.016	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	\$334.13	10.00%	\$303.75
	1.2A.017	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	\$386.10	10.00%	\$351.00
	1.2A.018	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	\$445.50	10.00%	\$405.00
	1.2A.019	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	\$386.10	10.00%	\$351.00
	1.2A.020	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	\$475.20	10.00%	\$432.00
	1.2A.021	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	\$534.60	10.00%	\$486.00
	1.2A.022	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	\$445.50	10.00%	\$405.00
	1.2A.023	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	\$534.60	10.00%	\$486.00
	1.2A.024	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	\$594.00	10.00%	\$540.00
	1.2A.025	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	\$631.13	10.00%	\$573.75
	1.2A.026	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	\$742.50	10.00%	\$675.00
	1.2A.027	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	\$965.25	10.00%	\$877.50
	1.2A.028	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	\$742.50	10.00%	\$675.00
	1.2A.029	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	\$891.00	10.00%	\$810.00
	1.2A.030	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	\$1,188.00	10.00%	\$1,080.00
	1.2A.031	8" - 12" Pipeburst Setup Charge	EA	\$14,850.00	10.00%	\$13,500.00
	1.2A.032	16" - 22" Pipeburst Setup Charge	EA	\$22,275.00	10.00%	\$20,250.00
	1.2A.033	24" or Larger Pipeburst Setup Charge	EA	\$37,125.00	10.00%	\$33,750.00
	1.2A.034	Over 16' deep premium	LF	\$297.00	10.00%	\$270.00
	1.2A.035	Cutting or Removing Existing Liner	LF	\$222.75	10.00%	\$202.50
I	2B	Pipe Bursting Water Lines:				
	1.2B.001	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$103.95	10.00%	\$94.50
	1.2B.002	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$141.08	10.00%	\$128.25
	1.2B.003	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$170.78	10.00%	\$155.25
	1.2B.004	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$193.05	10.00%	\$175.50
	1.2B.005	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$207.90	10.00%	\$189.00
	1.2B.006	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$230.18	10.00%	\$209.25
	1.2B.007	6" Flow Stop	EA	\$9,949.50	10.00%	\$9,045.00
	1.2B.008	8" Flow Stop	EA	\$12,474.00	10.00%	\$11,340.00
	1.2B.009	10" Flow Stop	EA	\$14,404.50	10.00%	\$13,095.00
	1.2B.010	12" Flow Stop	EA	\$16,780.50	10.00%	\$15,255.00
	1.2B.011	3/4" Service Tap, Install on 4"-8" Waterline	EA	\$1,633.50	10.00%	\$1,485.00
	1.2B.012	1" Service Tap, Install on 4"-8" Waterline	EA	\$1,782.00	10.00%	\$1,620.00
	1.2B.013	1.5" Service Tap, Install on 4"-8" Waterline	EA	\$2,376.00	10.00%	\$2,160.00
	1.2B.014	2" Service Tap, Install on 4"-8" Waterline	EA	\$3,564.00	10.00%	\$3,240.00
	1.2B.015	3/4" Service Tap, Install on 10"-12" Waterline	EA	\$1,633.50	10.00%	\$1,485.00
	1.2B.016	1" Service Tap, Install on 10"-12" Waterline	EA	\$1,782.00	10.00%	\$1,620.00
	1.2B.017	1.5" Service Tap, Install on 10"-12" Waterline	EA	\$2,376.00	10.00%	\$2,160.00
	1.2B.018	2" Service Tap, Install on 10"-12" Waterline	EA	\$3,712.50	10.00%	\$3,375.00
	1.2B.019	Install 4"-8" tee, to any size	EA	\$6,088.50	10.00%	\$5,535.00
	1.2B.020	Install 10"-12" tee, to any size	EA	\$8,464.50	10.00%	\$7,695.00
	1.2B.021	Install 4"-8" mechanical joint wet connection, to any size	EA	\$4,603.50	10.00%	\$4,185.00
	1.2B.022	Install 10"-12" wet connection, to any size	EA	\$10,543.50	10.00%	\$9,585.00
	1.2B.023	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	\$668.25	10.00%	\$607.50
	1.2B.024	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	\$1,002.38	10.00%	\$911.25
	1.2B.025	Annual and void space grouting	CY	\$297.00	10.00%	\$270.00
	1.2B.026	Install 1" Corporation Stop with Valve Box	EA	\$742.50	10.00%	\$675.00
	1.2B.027	Install 2" Corporation Stop with Valve Box	EA	\$1,299.38	10.00%	\$1,181.25
	1.2B.028	Install 4" gate valve & box	EA	\$1,113.75	10.00%	\$1,012.50
	1.2B.029	Install 6" gate valve & box	EA	\$1,485.00	10.00%	\$1,350.00
	1.2B.030	Install 8" gate valve & box	EA	\$2,227.50	10.00%	\$2,025.00
	1.2B.031	Install 12" gate valve & box	EA	\$4,083.75	10.00%	\$3,712.50
	1.2B.032	Install 8"x2" service saddle	EA	\$1,670.63	10.00%	\$1,518.75
	1.2B.033	Install 12"x1" service saddle	EA	\$2,227.50	10.00%	\$2,025.00
	1.2B.034	Install 12"x2" service saddle	EA	\$2,413.13	10.00%	\$2,193.75
	1.2B.035	Connect new 1" water line w/existing 1" water line	EA	\$556.88	10.00%	\$506.25
	1.2B.036	Connect new 2" water line w/existing 2" water line	EA	\$928.13	10.00%	\$843.75
	1.2B.037	Connect new 4" water line w/existing 4" water line	EA	\$1,113.75	10.00%	\$1,012.50
	1.2B.038	Connect new 6" water line w/existing 6" water line	EA	\$1,299.38	10.00%	\$1,181.25

	1.2B.039	Connect new 8" water line w/existing 8" water line	EA	\$1,485.00	10.00%	\$1,350.00
	1.2B.040	Connect new 12" water line w/existing 12" water line	EA	\$1,856.25	10.00%	\$1,687.50
	1.2B.041	Install 3/4 inch service connections	EA	\$1,039.50	10.00%	\$945.00
	1.2B.042	Remove and dispose of existing fire hydrant	EA	\$928.13	10.00%	\$843.75
	1.2B.043	Salvage existing fire hydrant and re-install in new location	EA	\$4,826.25	10.00%	\$4,387.50
	1.2B.044	Repair pavement with cold mix asphalt	TO	\$445.50	10.00%	\$405.00
	1.2B.045	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	\$1,188.00	10.00%	\$1,080.00
	1.2B.046	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	\$1,262.25	10.00%	\$1,147.50
	1.2B.047	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	EA	\$8,167.50	10.00%	\$7,425.00
I	3	Structure (Manhole) Rehabilitation, Corrosion Protection, and Related Items				
I	3A	Manhole / Structure Rehab:				
	1.3A.001	Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland cementitious liner	VF	\$481.25	10.00%	\$437.50
	1.3A.002	Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland cementitious liner	VF	\$550.00	10.00%	\$500.00
	1.3A.003	Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland cementitious liner	VF	\$618.75	10.00%	\$562.50
	1.3A.004	Rehabilitation - each additional 1/2-inch Portland cementitious liner	SF	\$34.38	10.00%	\$31.25
	1.3A.005	Rehabilitation - 1-inch Portland cementitious liner	SF	\$48.13	10.00%	\$43.75
	1.3A.006	Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$550.00	10.00%	\$500.00
	1.3A.007	Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$618.75	10.00%	\$562.50
	1.3A.008	Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$687.50	10.00%	\$625.00
	1.3A.009	Rehabilitation - each additional 1/2-inch Calcium Aluminate liner	SF	\$41.25	10.00%	\$37.50
	1.3A.010	Rehabilitation - 1-inch Calcium Aluminate liner	SF	\$55.00	10.00%	\$50.00
	1.3A.011	Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	\$618.75	10.00%	\$562.50
	1.3A.012	Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	\$687.50	10.00%	\$625.00
	1.3A.013	Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	\$756.25	10.00%	\$687.50
	1.3A.014	Rehabilitation - each additional 1/2-inch Geopolymer liner	SF	\$48.13	10.00%	\$43.75
	1.3A.015	Rehabilitation - 1-inch Geopolymer liner	SF	\$61.88	10.00%	\$56.25
	1.3A.016	Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$756.25	10.00%	\$687.50
	1.3A.017	Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$893.75	10.00%	\$812.50
	1.3A.018	Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$1,031.25	10.00%	\$937.50
	1.3A.019	Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SF	\$116.88	10.00%	\$106.25
	1.3A.020	Rehabilitation (Standard 4-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$1,031.25	10.00%	\$937.50
	1.3A.021	Rehabilitation (Standard 5-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$1,168.75	10.00%	\$1,062.50
	1.3A.022	Rehabilitation (Standard 6-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$1,306.25	10.00%	\$1,187.50
	1.3A.023	Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SF	\$240.63	10.00%	\$218.75
	1.3A.024	Rebuild Bench and Invert	EA	\$1,375.00	10.00%	\$1,250.00
	1.3A.025	Invert Installation, 4' Dia.	EACH	\$2,406.25	10.00%	\$2,187.50
	1.3A.026	Invert Installation, 5' Dia.	EACH	\$2,578.13	10.00%	\$2,343.75
	1.3A.027	Invert Installation, 6' Dia.	EACH	\$2,921.88	10.00%	\$2,656.25
	1.3A.028	Invert Installation, Other Configurations	SF	\$4,296.88	10.00%	\$3,906.25
	1.3A.029	All Sizes Installation of Manhole Chimney Seal	EA	\$962.50	10.00%	\$875.00
	1.3A.030	Vacuum Test Manhole (12" mainline or smaller)	EA	\$893.75	10.00%	\$812.50
	1.3A.031	Holiday Test Manhole (Epoxy Only)	EA	\$893.75	10.00%	\$812.50
	1.3A.032	New manhole frame and cover - 24"	EA	\$3,437.50	10.00%	\$3,125.00
	1.3A.033	New manhole frame and cover - 32"	EA	\$4,812.50	10.00%	\$4,375.00
	1.3A.034	Locate and Expose Buried Manhole, Street	EA	\$1,375.00	10.00%	\$1,250.00
	1.3A.035	Locate and Expose Buried Manhole, Non-Street	EA	\$1,031.25	10.00%	\$937.50
	1.3A.036	Adjust manhole frame and cover up to 1 Ft	EA	\$1,718.75	10.00%	\$1,562.50
	1.3A.037	Adjust manhole frame and cover over 1 Ft	VF	\$2,062.50	10.00%	\$1,875.00
	1.3A.038	Raise manhole frame and cover in Asphalt /Concrete	EA	\$3,437.50	10.00%	\$3,125.00
	1.3A.039	Raise manhole frame and cover in Grass	EA	\$2,750.00	10.00%	\$2,500.00
	1.3A.040	Replace manhole frame and cover in Asphalt /Concrete	EA	\$5,500.00	10.00%	\$5,000.00
	1.3A.041	Replace manhole frame and cover in Grass	EA	\$4,125.00	10.00%	\$3,750.00
	1.3A.042	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 24"	EA	\$6,187.50	10.00%	\$5,625.00
	1.3A.043	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 32"	EA	\$8,937.50	10.00%	\$8,125.00
	1.3A.044	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	\$27,500.00	10.00%	\$25,000.00
	1.3A.045	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	\$2,750.00	10.00%	\$2,500.00
	1.3A.046	All Sizes Installation of poured in place structure	SF	\$275.00	10.00%	\$250.00
	1.3A.047	All Sizes Set-up for install of poured in place MH structure or FRP	LS	\$6,875.00	10.00%	\$6,250.00
I	4	Bypass for Gravity Pipelines and Related Items				
I	4A	Dewatering / Bypass Pumping Gravity Pipes:				
	1.4A.001	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	\$3,520.00	10.00%	\$3,200.00
	1.4A.002	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	\$7,150.00	10.00%	\$6,500.00
	1.4A.003	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	\$16,500.00	10.00%	\$15,000.00
	1.4A.004	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	\$27,500.00	10.00%	\$25,000.00
	1.4A.005	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	\$38,500.00	10.00%	\$35,000.00
	1.4A.006	Set Up Additional Length 4" Bypass Discharge Line over 1000 feet	LF	\$44.00	10.00%	\$40.00
	1.4A.007	Set Up Additional Length 6" Bypass Discharge Line over 1000 feet	LF	\$49.50	10.00%	\$45.00
	1.4A.008	Set Up Additional Length 8" Bypass Discharge Line over 1000 feet	LF	\$55.00	10.00%	\$50.00
	1.4A.009	Set Up Additional Length 10" Bypass Discharge Line over 1000 feet	LF	\$71.50	10.00%	\$65.00
	1.4A.010	Set Up Additional Length 12" Bypass Discharge Line over 1000 feet	LF	\$126.50	10.00%	\$115.00
	1.4A.011	Set Up Additional Length 18" Bypass Discharge Line over 1000 feet	LF	\$187.00	10.00%	\$170.00
	1.4A.032	Tear down 4" pump and piping including 1000 feet of bypass discharge line	EA	\$3,300.00	10.00%	\$3,000.00
	1.4A.033	Tear down 6" pump and piping including 1000 feet of bypass discharge line	EA	\$4,950.00	10.00%	\$4,500.00
	1.4A.034	Tear down 8" pump and piping including 1000 feet of bypass discharge line	EA	\$7,150.00	10.00%	\$6,500.00

	1.4A.035	Tear down 12" pump and piping including 1000 feet of bypass discharge line	EA	\$9,350.00	10.00%	\$8,500.00
	1.4A.036	Tear down 18" pump and piping including 1000 feet of bypass discharge line	EA	\$11,550.00	10.00%	\$10,500.00
	1.4A.037	Tear Down Additional Length 4" Bypass Discharge Line over 1000 feet	LF	\$44.00	10.00%	\$40.00
	1.4A.038	Tear Down Additional Length 6" Bypass Discharge Line over 1000 feet	LF	\$49.50	10.00%	\$45.00
	1.4A.039	Tear Down Additional Length 8" Bypass Discharge Line over 1000 feet	LF	\$55.00	10.00%	\$50.00
	1.4A.040	Tear Down Additional Length 10" Bypass Discharge Line over 1000 feet	LF	\$71.50	10.00%	\$65.00
	1.4A.041	Tear Down Additional Length 12" Bypass Discharge Line over 1000 feet	LF	\$126.50	10.00%	\$115.00
	1.4A.042	Tear Down Additional Length 18" Bypass Discharge Line over 1000 feet	LF	\$187.00	10.00%	\$170.00
	1.4A.043	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DY	\$4,125.00	10.00%	\$3,750.00
	1.4A.050	Bypass - Street Ramp (Setup, Operate, Maintain)	DY	\$4,125.00	10.00%	\$3,750.00
	1.4A.051	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	\$165.00	10.00%	\$150.00
	1.4A.052	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	\$275.00	10.00%	\$250.00
	1.4A.053	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	\$385.00	10.00%	\$350.00
	1.4A.087	PUMP WATCH (each 12 Hour Shift)	EA	\$3,300.00	10.00%	\$3,000.00
	1.4A.088	HYDROSTATIC TESTING OF PIPING	HR	\$550.00	10.00%	\$500.00
	1.4A.089	24 HOUR SYSTEM TEST	HR	\$550.00	10.00%	\$500.00
	1.4A.090	SWPPP	EA	\$7,150.00	10.00%	\$6,500.00
I	4B	Dams / Plugs / Divers:				
	1.4B.011	Installation and Removal of Cofferd Dam	EA	\$11,000.00	10.00%	\$10,000.00
	1.4B.012	Installation and Removal of Aqua Barrier	EA	\$22,000.00	10.00%	\$20,000.00
	1.4B.014	Installation and Removal of Plugs 6" - 18"	EA	\$1,650.00	10.00%	\$1,500.00
	1.4B.015	Installation and Removal of Plugs 24"-48"	EA	\$2,750.00	10.00%	\$2,500.00
	1.4B.016	Installation and Removal of Plugs 48" and Greater	EA	\$5,500.00	10.00%	\$5,000.00
	1.4B.017	Installation and Removal of Earthen Dam	EA	\$55,000.00	10.00%	\$50,000.00
	1.4B.018	Installation and Removal of Sheet Piling	LF	\$825.00	10.00%	\$750.00
	1.4B.019	Installation and Removal of Dewatering Box	EA	\$27,500.00	10.00%	\$25,000.00
	1.4B.020	Diver - Mobilization Over 100 Miles	EA	\$2,062.50	10.00%	\$1,875.00
	1.4B.021	Diver - Pipe Cleaning / Dredging To Install Plug	HR	\$343.75	10.00%	\$312.50
	1.4B.022	Diver - Installation 1st Plug-60inch And Smaller (removal Same As Install)	EA	\$2,062.50	10.00%	\$1,875.00
	1.4B.023	Diver - Installation 5 Or More Plugs Same Day (day Rate) (removal Same As Install)	EA	\$4,125.00	10.00%	\$3,750.00
	1.4B.024	Diver - Install Additional Plugs On Same Mob (removal Same As Install)	EA	\$1,650.00	10.00%	\$1,500.00
	1.4B.025	Diver - Installation Plug 60 Inch And Greater (removal Same As Install)	EA	\$2,750.00	10.00%	\$2,500.00
	1.4B.026	Diver - Day Rate For Dive Team, Underwater Power Tools & Video (day Rate)	EA	\$4,125.00	10.00%	\$3,750.00
I	5	Clean / TV and Evaluation for Gravity Pipelines and Related Items				
I	5A	Clean & CCTV:				
	1.5A.001	Clean & CCTV Sewer - 6"	LF	\$14.30	10.00%	\$13.00
	1.5A.002	Clean & CCTV Sewer - 8"	LF	\$14.30	10.00%	\$13.00
	1.5A.003	Clean & CCTV Sewer - 10"	LF	\$16.50	10.00%	\$15.00
	1.5A.004	Clean & CCTV Sewer - 12"	LF	\$18.70	10.00%	\$17.00
	1.5A.005	Clean & CCTV Sewer - 15"	LF	\$20.90	10.00%	\$19.00
	1.5A.006	Clean & CCTV Sewer - 18"	LF	\$22.00	10.00%	\$20.00
	1.5A.007	Clean & CCTV Sewer - 21"	LF	\$24.20	10.00%	\$22.00
	1.5A.008	Clean & CCTV Sewer - 24"	LF	\$26.40	10.00%	\$24.00
	1.5A.009	Clean & CCTV Sewer - 27"	LF	\$28.60	10.00%	\$26.00
	1.5A.010	Clean & CCTV Sewer - 30"	LF	\$30.80	10.00%	\$28.00
	1.5A.011	Clean & CCTV Sewer - 33"	LF	\$33.00	10.00%	\$30.00
	1.5A.012	Clean & CCTV Sewer - 36"	LF	\$36.30	10.00%	\$33.00
	1.5A.013	Clean & CCTV Sewer - 42"	LF	\$38.50	10.00%	\$35.00
	1.5A.014	Clean & CCTV Sewer - 48"	LF	\$40.70	10.00%	\$37.00
	1.5A.015	Clean & CCTV Sewer - 54"	LF	\$49.50	10.00%	\$45.00
	1.5A.016	Clean & CCTV Sewer - 60"	LF	\$60.50	10.00%	\$55.00
	1.5A.017	Clean & CCTV Sewer - 66"	LF	\$71.50	10.00%	\$65.00
	1.5A.018	Clean & CCTV Sewer - 72"	LF	\$82.50	10.00%	\$75.00
	1.5A.019	Clean & CCTV Sewer - 78"	LF	\$104.50	10.00%	\$95.00
	1.5A.020	Clean & CCTV Sewer - 84"	LF	\$115.50	10.00%	\$105.00
	1.5A.021	Clean & CCTV Sewer - 90"	LF	\$126.50	10.00%	\$115.00
	1.5A.022	Clean & CCTV Sewer - 96"	LF	\$132.00	10.00%	\$120.00
	1.5A.023	Clean & CCTV Sewer - 102"	LF	\$137.50	10.00%	\$125.00
	1.5A.024	Clean & CCTV Sewer - 108"	LF	\$143.00	10.00%	\$130.00
	1.5A.025	Clean & CCTV Sewer - 114"	LF	\$148.50	10.00%	\$135.00
	1.5A.026	Clean & CCTV Sewer > 114"	LF	\$159.50	10.00%	\$145.00
	1.5A.027	Clean / Debris Removal per CY	CY	\$275.00	10.00%	\$250.00
	1.5A.028	Heavy Clean & CCTV	HR	\$1,045.00	10.00%	\$950.00
	1.5A.029	6" - 12" Post TV Inspection After Rehabilitation	LF	\$7.70	10.00%	\$7.00
	1.5A.030	14" - 20" Post TV Inspection After Rehabilitation	LF	\$9.90	10.00%	\$9.00
	1.5A.031	21" - 36" Post TV Inspection After Rehabilitation	LF	\$12.10	10.00%	\$11.00
	1.5A.032	37" - 42" Post TV Inspection After Rehabilitation	LF	\$16.50	10.00%	\$15.00
	1.5A.033	43" - 48" Post TV Inspection After Rehabilitation	LF	\$30.25	10.00%	\$27.50
	1.5A.034	49" - 54" Post TV Inspection After Rehabilitation	LF	\$44.00	10.00%	\$40.00
	1.5A.035	55" - 60" Post TV Inspection After Rehabilitation	LF	\$57.42	10.00%	\$52.20
	1.5A.036	61" - 72" Post TV Inspection After Rehabilitation	LF	\$71.50	10.00%	\$65.00
	1.5A.037	73" or Larger Post TV Inspection After Rehabilitation	LF	\$85.25	10.00%	\$77.50
	1.5A.038	Sewer, Internal Pipe Inspection Push Camera	LF	\$55.00	10.00%	\$50.00
	1.5A.039	Sonar/TISCIT Survey >18" - 24" Diameter Pipe	LF	\$26.40	10.00%	\$24.00

	1.5A.040	Sonar/TISCIT Survey > 24" - 36" Diameter Pipe	LF	\$33.00	10.00%	\$30.00
	1.5A.041	Sonar/TISCIT Survey > 36" Diameter Pipe	LF	\$44.00	10.00%	\$40.00
	1.5A.042	MSI Survey >18" - 24" Diameter Pipe	LF	\$44.00	10.00%	\$40.00
	1.5A.043	MSI Survey > 24" - 36" Diameter Pipe	LF	\$55.00	10.00%	\$50.00
	1.5A.044	MSI Survey > 36" Diameter Pipe	LF	\$66.00	10.00%	\$60.00
	1.5A.045	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	\$5,929.00	10.00%	\$5,390.00
	1.5A.046	Major Lift Station Cleaning - Additional Hours	HR	\$1,482.25	10.00%	\$1,347.50
	1.5A.047	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	\$1,581.25	10.00%	\$1,437.50
	1.5A.048	Minor Lift Station Cleaning - Additional Hours	HR	\$396.00	10.00%	\$360.00
	1.5A.049	Vactor Truck Services	HR	\$687.50	10.00%	\$625.00
	1.5A.050	CCTV Truck Services	HR	\$550.00	10.00%	\$500.00
	1.5A.051	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	\$123.75	10.00%	\$112.50
	1.5A.052	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	\$481.25	10.00%	\$437.50
	1.5A.053	Re-setup for TV Due to Point Repairs or Obstructions	EA	\$550.00	10.00%	\$500.00
	1.5A.054	Mechanical Root / Grease removal	LF	\$38.50	10.00%	\$35.00
	1.5A.055	Tuberculation Removal / Specialty Cleaning	LF	\$110.00	10.00%	\$100.00
	1.5A.056	Other Remote Obstruction removal (max. 5 lf)	EA	\$935.00	10.00%	\$850.00
	1.5A.057	Smoke Testing	LF	\$8.80	10.00%	\$8.00
	1.5A.058	Manhole Inspections	EA	\$825.00	10.00%	\$750.00
	1.5A.059	Manhole/Cleanout & Sewer Line Visual Inspection	EA	\$253.00	10.00%	\$230.00
	1.5A.060	GPS Survey of Manholes & Cleanouts	EA	\$550.00	10.00%	\$500.00
	1.5A.061	Heavy Debris Removal - MAN ENTRY	EA	\$495.00	10.00%	\$450.00
	1.5A.062	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	\$687.50	10.00%	\$625.00
	1.5A.063	Heavy Debris Removal - REMOTE ENTRY	LF	\$1,375.00	10.00%	\$1,250.00
	1.5A.064	Dyed Water Flooding/Leak Quantification & Evaluation	EA	\$1,650.00	10.00%	\$1,500.00
I	6	Excavation and Related Items				
I	6A	Excavation and Additional Associated Items.				
	1.6A.001	Mobilization for open cut	EA	\$33,000.00	10.00%	\$30,000.00
	1.6A.002	Construction Entrance/Exit, Installation and Removal	EA	\$10,725.00	10.00%	\$9,750.00
	1.6A.003	Construction Entrance/Exit, Install Only	EA	\$7,425.00	10.00%	\$6,750.00
	1.6A.004	Easement Access Road-14'Width, Install and Removal	LF	\$288.75	10.00%	\$262.50
	1.6A.005	Easement Access Road-14'Width, Install only	LF	\$247.50	10.00%	\$225.00
	1.6A.006	Temporary Creek Crossing (12" / 15" Diameter Pipes Installed)	LF	\$1,072.50	10.00%	\$975.00
	1.6A.007	Temporary Creek Crossing (18" / 24" Diameter Pipes Installed)	LF	\$1,237.50	10.00%	\$1,125.00
	1.6A.008	Temporary Creek Crossing (36" Diameter Pipes Installed)	LF	\$1,567.50	10.00%	\$1,425.00
	1.6A.009	Temporary Creek Crossing (42" Diameter Pipes Installed)	LF	\$1,980.00	10.00%	\$1,800.00
	1.6A.010	6" - 8" Point repair (max 12' deep) 5 LF	EA	\$24,750.00	10.00%	\$22,500.00
	1.6A.011	10" - 12" Point repair (0 - 12' deep) 5 LF	EA	\$29,700.00	10.00%	\$27,000.00
	1.6A.012	15" - 18" Point repair (0 - 12' deep) 5 LF	EA	\$41,250.00	10.00%	\$37,500.00
	1.6A.013	21" - 24" Point repair (0 - 12' deep) 5 LF	EA	\$49,500.00	10.00%	\$45,000.00
	1.6A.014	30" Point repair (0 - 12' deep) 5 LF	EA	\$82,500.00	10.00%	\$75,000.00
	1.6A.015	36" Point repair (0 - 12' deep) 5 LF	EA	\$99,000.00	10.00%	\$90,000.00
	1.6A.016	42" Point repair (0 - 12' deep) 5 LF	EA	\$115,500.00	10.00%	\$105,000.00
	1.6A.017	48" Point repair (0 - 12' deep) 5 LF	EA	\$123,750.00	10.00%	\$112,500.00
	1.6A.018	54" Point repair (0 - 12' deep) 5 LF	EA	\$132,000.00	10.00%	\$120,000.00
	1.6A.019	60" Point repair (0 - 12' deep) 5 LF	EA	\$140,250.00	10.00%	\$127,500.00
	1.6A.020	66" Point repair (0 - 12' deep) 5 LF	EA	\$148,500.00	10.00%	\$135,000.00
	1.6A.021	72" Point repair (0 - 12' deep) 5 LF	EA	\$156,750.00	10.00%	\$142,500.00
	1.6A.022	78" Point repair (0 - 12' deep) 5 LF	EA	\$165,000.00	10.00%	\$150,000.00
	1.6A.023	84" Point repair (0 - 12' deep) 5 LF	EA	\$173,250.00	10.00%	\$157,500.00
	1.6A.024	96" Point repair (0 - 12' deep) 5 LF	EA	\$181,500.00	10.00%	\$165,000.00
	1.6A.025	108" Point repair (0 - 12' deep) 5 LF	EA	\$189,750.00	10.00%	\$172,500.00
	1.6A.026	Point Repair >5 LF and / or Open Cut - 6" - 8" (0 - 12' deep)	LF	\$742.50	10.00%	\$675.00
	1.6A.027	Point Repair >5 LF and / or Open Cut - 10" - 12" (0 - 12' deep)	LF	\$891.00	10.00%	\$810.00
	1.6A.028	Point Repair >5 LF and / or Open Cut - 15" - 18" (0 - 12' deep)	LF	\$1,237.50	10.00%	\$1,125.00
	1.6A.029	Point Repair >5 LF and / or Open Cut - 21" - 24" (0 - 12' deep)	LF	\$1,485.00	10.00%	\$1,350.00
	1.6A.030	Point Repair >5 LF and / or Open Cut - 30" (0 - 12' deep)	LF	\$2,475.00	10.00%	\$2,250.00
	1.6A.031	Point Repair >5 LF and / or Open Cut - 36" (0 - 12' deep)	LF	\$2,970.00	10.00%	\$2,700.00
	1.6A.032	Point Repair >5 LF and / or Open Cut - 42" (0 - 12' deep)	LF	\$3,465.00	10.00%	\$3,150.00
	1.6A.033	Point Repair >5 LF and / or Open Cut - 48" (0 - 12' deep)	LF	\$3,712.50	10.00%	\$3,375.00
	1.6A.034	Point Repair >5 LF and / or Open Cut - 54" (0 - 12' deep)	LF	\$3,960.00	10.00%	\$3,600.00
	1.6A.035	Point Repair >5 LF and / or Open Cut - 60" (0 - 12' deep)	LF	\$4,207.50	10.00%	\$3,825.00
	1.6A.036	Point Repair >5 LF and / or Open Cut - 66" (0 - 12' deep)	LF	\$4,455.00	10.00%	\$4,050.00
	1.6A.037	Point Repair >5 LF and / or Open Cut - 72" (0 - 12' deep)	LF	\$4,702.50	10.00%	\$4,275.00
	1.6A.038	Point Repair >5 LF and / or Open Cut - 78" (0 - 12' deep)	LF	\$4,950.00	10.00%	\$4,500.00
	1.6A.039	Point Repair >5 LF and / or Open Cut - 84" (0 - 12' deep)	LF	\$5,197.50	10.00%	\$4,725.00
	1.6A.040	Point Repair >5 LF and / or Open Cut - 96" (0 - 12' deep)	LF	\$5,445.00	10.00%	\$4,950.00
	1.6A.041	Point Repair >5 LF and / or Open Cut - 108" (0 - 12' deep)	LF	\$5,692.50	10.00%	\$5,175.00
	1.6A.042	Point Repair adder for any diameter pipe over 12' deep	LF	\$3,300.00	10.00%	\$3,000.00
	1.6A.043	Connection to existing manhole for open cut installation	EA	\$4,950.00	10.00%	\$4,500.00
	1.6A.044	Add/Deduct cost for providing 6" DIP in lieu of PVC pipe	LF	\$74.25	10.00%	\$67.50
	1.6A.045	Add/Deduct cost for providing 8" DIP in lieu of PVC pipe	LF	\$82.50	10.00%	\$75.00
	1.6A.046	Add/Deduct cost for providing 10" DIP in lieu of PVC pipe	LF	\$99.00	10.00%	\$90.00
	1.6A.047	Add/Deduct cost for providing 12" DIP in lieu of PVC pipe	LF	\$107.25	10.00%	\$97.50

1.6A.048	Add/Deduct cost for providing 15" DIP in lieu of PVC pipe	LF	\$156.75	10.00%	\$142.50
1.6A.049	Add/Deduct cost for providing 18" DIP in lieu of PVC pipe	LF	\$189.75	10.00%	\$172.50
1.6A.050	Add/Deduct cost for providing 20" DIP in lieu of PVC pipe	LF	\$214.50	10.00%	\$195.00
1.6A.051	Add/Deduct cost for providing 24" DIP in lieu of PVC pipe	LF	\$297.00	10.00%	\$270.00
1.6A.052	Access Pit (0'-8' deep)	EA	\$7,095.00	10.00%	\$6,450.00
1.6A.053	Access Pit (8'-12' deep)	EA	\$9,900.00	10.00%	\$9,000.00
1.6A.054	Access Pit (12'-16' deep)	EA	\$18,480.00	10.00%	\$16,800.00
1.6A.055	Access Pit (16'-20' deep)	EA	\$24,090.00	10.00%	\$21,900.00
1.6A.056	Access Pit (over 20' deep)	EA	\$37,125.00	10.00%	\$33,750.00
1.6A.057	Trench safety (0-8' deep)	LF	\$24.75	10.00%	\$22.50
1.6A.058	Trench safety (8-12' deep)	LF	\$41.25	10.00%	\$37.50
1.6A.059	Trench safety (12-16' deep)	LF	\$82.50	10.00%	\$75.00
1.6A.060	Trench safety (16-20' deep)	LF	\$165.00	10.00%	\$150.00
1.6A.061	Trench safety over 20' deep)	LF	\$412.50	10.00%	\$375.00
1.6A.062	Obstruction Removal (0'- 12' deep)	EA	\$8,250.00	10.00%	\$7,500.00
1.6A.063	Obstruction Removal (12'- 15' deep)	EA	\$13,200.00	10.00%	\$12,000.00
1.6A.064	External reconnect (0'- 8' deep) up to 5 linear feet	EA	\$4,125.00	10.00%	\$3,750.00
1.6A.065	External reconnect (8'- 12' deep) up to 5 linear feet	EA	\$7,425.00	10.00%	\$6,750.00
1.6A.066	External reconnect (12'- 16' deep) up to 5 linear feet	EA	\$9,900.00	10.00%	\$9,000.00
1.6A.067	External reconnect (16-20' deep) up to 5 linear feet	EA	\$19,800.00	10.00%	\$18,000.00
1.6A.068	External reconnect (over 20' deep) up to 5 linear feet	EA	\$27,225.00	10.00%	\$24,750.00
1.6A.069	Extra length service connection over 5 linear feet	LF	\$330.00	10.00%	\$300.00
1.6A.070	Remove and replace or install service line cleanout	EA	\$1,072.50	10.00%	\$975.00
1.6A.071	Remove and replace or install cleanout	EA	\$5,775.00	10.00%	\$5,250.00
1.6A.072	Lid Removal / Replacement / Modification	EA	\$41,250.00	10.00%	\$37,500.00
1.6A.073	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	\$8,662.50	10.00%	\$7,875.00
1.6A.074	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	\$9,009.00	10.00%	\$8,190.00
1.6A.075	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	\$9,355.50	10.00%	\$8,505.00
1.6A.076	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	\$10,048.50	10.00%	\$9,135.00
1.6A.077	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	\$10,741.50	10.00%	\$9,765.00
1.6A.078	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	\$11,781.00	10.00%	\$10,710.00
1.6A.079	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	\$13,167.00	10.00%	\$11,970.00
1.6A.080	Unsuitable Soil Replacement (Crusher Run)	CY	\$247.50	10.00%	\$225.00
1.6A.081	Unsuitable Soil Replacement (Imported fill)	CY	\$330.00	10.00%	\$300.00
1.6A.082	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	\$7,095.00	10.00%	\$6,450.00
1.6A.083	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	\$9,900.00	10.00%	\$9,000.00
1.6A.084	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	\$18,480.00	10.00%	\$16,800.00
1.6A.085	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	\$24,090.00	10.00%	\$21,900.00
1.6A.086	Insert 24-32" Plastic Manhole Dish Insert	EA	\$412.50	10.00%	\$375.00
1.6A.087	Insert 24-32" Stainless Manhole Dish Insert	EA	\$825.00	10.00%	\$750.00
1.6A.088	Install New Manhole Frame and Cover - 24 or 32"	EA	\$5,775.00	10.00%	\$5,250.00
1.6A.089	Adjust existing Manhole Frame and Cover	EA	\$4,950.00	10.00%	\$4,500.00
1.6A.090	Install New 4' DIA precast manhole 0' - 6' deep	EA	\$14,850.00	10.00%	\$13,500.00
1.6A.091	Extra depth 4' DIA precast manhole over 6' deep	VF	\$1,567.50	10.00%	\$1,425.00
1.6A.092	Install New 5' DIA precast manhole 0' - 6' deep	EA	\$19,800.00	10.00%	\$18,000.00
1.6A.093	Extra depth 5' DIA precast manhole over 6' deep	VF	\$2,475.00	10.00%	\$2,250.00
1.6A.094	Install New 6' DIA precast manhole 0' - 6' deep	EA	\$33,000.00	10.00%	\$30,000.00
1.6A.095	Extra depth 6' DIA precast manhole over 6' deep	VF	\$4,125.00	10.00%	\$3,750.00
1.6A.096	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	\$15,675.00	10.00%	\$14,250.00
1.6A.097	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	\$1,567.50	10.00%	\$1,425.00
1.6A.098	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	\$20,625.00	10.00%	\$18,750.00
1.6A.099	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	\$2,475.00	10.00%	\$2,250.00
1.6A.100	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	\$41,250.00	10.00%	\$37,500.00
1.6A.101	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	\$4,950.00	10.00%	\$4,500.00
1.6A.102	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	\$27,225.00	10.00%	\$24,750.00
1.6A.103	Extra Depth Type B Structure, greater than 6' depth	VF	\$2,145.00	10.00%	\$1,950.00
1.6A.104	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	\$27,225.00	10.00%	\$24,750.00
1.6A.105	Extra Depth Type C Structure, greater than 6' depth	VF	\$2,145.00	10.00%	\$1,950.00
1.6A.106	Cement stabilized sand	TON	\$198.00	10.00%	\$180.00
1.6A.107	Granular backfill/Crushed Rock	TON	\$181.50	10.00%	\$165.00
1.6A.108	Flowable Fill	CY	\$495.00	10.00%	\$450.00
1.6A.109	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	\$19,800.00	10.00%	\$18,000.00
1.6A.110	Extra length dewatering over 20 linear feet	LF	\$330.00	10.00%	\$300.00
1.6A.111	Operation Maintain Well Points by the Day	DY	\$4,125.00	10.00%	\$3,750.00
1.6A.112	Extra hand excavation	CF	\$412.50	10.00%	\$375.00
1.6A.113	Timber Matting for Large Diameter Setup	SY	\$189.75	10.00%	\$172.50
1.6A.114	Channel Excavation	CY	\$123.75	10.00%	\$112.50
1.6A.115	Debris Removal	CY	\$412.50	10.00%	\$375.00
1.6A.116	Clearing and Grubbing	ACRE	\$11,137.50	10.00%	\$10,125.00
1.6A.117	Tree Protection Fence	LF	\$247.50	10.00%	\$225.00
1.6A.118	Tree Removal (6" - 12")	EA	\$4,950.00	10.00%	\$4,500.00
1.6A.119	Tree Removal (13" - 23")	EA	\$7,425.00	10.00%	\$6,750.00
1.6A.120	Tree Removal (> 24")	EA	\$12,375.00	10.00%	\$11,250.00
1.6A.121	Rework Catch basin Cover to Accept New Manhole Covers	EA	\$4,125.00	10.00%	\$3,750.00

	1.6A.122	Seismic Monitoring	EA	\$33,000.00	10.00%	\$30,000.00
I	6B	Restoration and Additional Items:				
	1.6B.001	Saw Cutting up to 8" depth	LF	\$24.75	10.00%	\$22.50
	1.6B.002	Saw Cutting over 8" depth	LF	\$41.25	10.00%	\$37.50
	1.6B.003	Specialty Brick Paver/Sidewalk Replacement	SF	\$495.00	10.00%	\$450.00
	1.6B.004	Repair/Rehab 2" Asphalt pavement	SF	\$288.75	10.00%	\$262.50
	1.6B.005	Repair/Rehab 8" Flex base	SF	\$247.50	10.00%	\$225.00
	1.6B.006	Repair/Rehab 8" Concrete	SF	\$577.50	10.00%	\$525.00
	1.6B.007	Repair/Rehab 6" Concrete	SF	\$495.00	10.00%	\$450.00
	1.6B.008	Repair/Rehab 4" Concrete	SF	\$453.75	10.00%	\$412.50
	1.6B.009	Repair/Rehab Concrete curb and gutter	LF	\$107.25	10.00%	\$97.50
	1.6B.010	Granite Curb, Remove and Reset	LF	\$165.00	10.00%	\$150.00
	1.6B.011	Seeding	SF	\$8.25	10.00%	\$7.50
	1.6B.012	Sodding	SF	\$47.85	10.00%	\$43.50
	1.6B.013	Repair/Rehab chain link fence with new	LF	\$74.25	10.00%	\$67.50
	1.6B.014	Repair/Rehab wooden fence with new	LF	\$90.75	10.00%	\$82.50
	1.6B.015	Topsoil Complete	CY	\$107.25	10.00%	\$97.50
	1.6B.016	Sanding Complete	CY	\$107.25	10.00%	\$97.50
	1.6B.017	Mulch Complete	CY	\$107.25	10.00%	\$97.50
	1.6B.018	Straw Bale Barrier	LF	\$49.50	10.00%	\$45.00
	1.6B.019	Tree Replacement: Hardwoods, 2"	EA	\$2,145.00	10.00%	\$1,950.00
	1.6B.020	Tree Replacement: Pines, 2"	EA	\$2,145.00	10.00%	\$1,950.00
	1.6B.021	Shrub Replacement: 1 Gallon	EA	\$123.75	10.00%	\$112.50
	1.6B.022	Shrub Replacement: 3 Gallon	EA	\$165.00	10.00%	\$150.00
	1.6B.023	Shrub Replacement: 5 Gallon	EA	\$206.25	10.00%	\$187.50
	1.6B.024	Shrub Replacement: 7 Gallon	EA	\$305.25	10.00%	\$277.50
	1.6B.025	Bedding Flowers: Per Flat of 18"	EA	\$1,072.50	10.00%	\$975.00
	1.6B.026	Stone Rip Rap Type I, 24" In Place Complete	SY	\$660.00	10.00%	\$600.00
	1.6B.027	Riprap, Type II (Installed)	SY	\$660.00	10.00%	\$600.00
	1.6B.028	Stone Rip Rap Type III, 12" In Place Complete	SY	\$660.00	10.00%	\$600.00
	1.6B.029	Stone Grouted Rip Rap - 12" Installed	SY	\$742.50	10.00%	\$675.00
	1.6B.030	Silt Fence Type A, Complete	LF	\$29.70	10.00%	\$27.00
	1.6B.031	Silt Fence Type C, Complete	LF	\$19.80	10.00%	\$18.00
	1.6B.032	Silt Fence - Type C, Double Row	LF	\$33.00	10.00%	\$30.00
	1.6B.033	Inlet Sediment Trap	EA	\$412.50	10.00%	\$375.00
	1.6B.034	Orange Barrier Fence	LF	\$14.85	10.00%	\$13.50
	1.6B.035	Hay Bales Complete	EA	\$412.50	10.00%	\$375.00
	1.6B.036	Plastic Filter Fabric Installed	SY	\$24.75	10.00%	\$22.50
	1.6B.037	Permanent Soil Reinforced Mat Installed	SF	\$313.50	10.00%	\$285.00
I	7	HDPE Tight Fitting Liner (IPS diameters) and Related Items				
I	7A	Sliplining With HDPE or FRP Rehabilitation:				
	1.7A.001	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$82.50	10.00%	\$75.00
	1.7A.002	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$93.50	10.00%	\$85.00
	1.7A.003	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$99.00	10.00%	\$90.00
	1.7A.004	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$88.00	10.00%	\$80.00
	1.7A.005	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$99.00	10.00%	\$90.00
	1.7A.006	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$104.50	10.00%	\$95.00
	1.7A.007	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$93.50	10.00%	\$85.00
	1.7A.008	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$104.50	10.00%	\$95.00
	1.7A.009	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$110.00	10.00%	\$100.00
	1.7A.010	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$99.00	10.00%	\$90.00
	1.7A.011	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$110.00	10.00%	\$100.00
	1.7A.012	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$115.50	10.00%	\$105.00
	1.7A.013	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$121.00	10.00%	\$110.00
	1.7A.014	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$132.00	10.00%	\$120.00
	1.7A.015	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$148.50	10.00%	\$135.00
	1.7A.016	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$143.00	10.00%	\$130.00
	1.7A.017	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$154.00	10.00%	\$140.00
	1.7A.018	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$181.50	10.00%	\$165.00
	1.7A.019	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$181.50	10.00%	\$165.00
	1.7A.020	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$192.50	10.00%	\$175.00
	1.7A.021	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$220.00	10.00%	\$200.00
	1.7A.022	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$220.00	10.00%	\$200.00
	1.7A.023	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$231.00	10.00%	\$210.00
	1.7A.024	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$258.50	10.00%	\$235.00
	1.7A.025	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$418.00	10.00%	\$380.00
	1.7A.026	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$456.50	10.00%	\$415.00
	1.7A.027	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$533.50	10.00%	\$485.00
	1.7A.028	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$610.50	10.00%	\$555.00
	1.7A.029	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$836.00	10.00%	\$760.00
	1.7A.030	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$913.00	10.00%	\$830.00
	1.7A.031	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$1,210.00	10.00%	\$1,100.00
	1.7A.032	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$1,518.00	10.00%	\$1,380.00
	1.7A.033	27" Installation of FRP or SRPCP segments <10lf joints	LF	\$500.50	10.00%	\$455.00

	1.7A.034	30" Installation of FRP or SRPCP segments <10lf joints	LF	\$550.00	10.00%	\$500.00
	1.7A.035	36" Installation of FRP or SRPCP segments <10lf joints	LF	\$638.00	10.00%	\$580.00
	1.7A.036	42" Installation of FRP or SRPCP segments <10lf joints	LF	\$731.50	10.00%	\$665.00
	1.7A.037	48" Installation of FRP or SRPCP segments <10lf joints	LF	\$1,001.00	10.00%	\$910.00
	1.7A.038	54" Installation of FRP or SRPCP segments <10lf joints	LF	\$1,094.50	10.00%	\$995.00
	1.7A.039	60" Installation of FRP or SRPCP segments <10lf joints	LF	\$1,457.50	10.00%	\$1,325.00
	1.7A.040	72" Installation of FRP or SRPCP segments <10lf joints	LF	\$1,820.50	10.00%	\$1,655.00
	1.7A.041	27" Set-up for contiguous installations < 150 lf	LS	\$1,650.00	10.00%	\$1,500.00
	1.7A.042	30" Set-up for contiguous installations < 150 lf	LS	\$1,980.00	10.00%	\$1,800.00
	1.7A.043	36" Set-up for contiguous installations < 150 lf	LS	\$2,200.00	10.00%	\$2,000.00
	1.7A.044	42" Set-up for contiguous installations < 150 lf	LS	\$2,475.00	10.00%	\$2,250.00
	1.7A.045	48" Set-up for contiguous installations < 150 lf	LS	\$2,750.00	10.00%	\$2,500.00
	1.7A.046	54" Set-up for contiguous installations < 150 lf	LS	\$3,025.00	10.00%	\$2,750.00
	1.7A.047	60" Set-up for contiguous installations < 150 lf	LS	\$3,300.00	10.00%	\$3,000.00
	1.7A.048	72" Set-up for contiguous installations < 150 lf	LS	\$3,575.00	10.00%	\$3,250.00
I	9	CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items				
I	9A	CIPP Pressure Pipe Lining:				
	1.9A.001	6" Installation of Pressure Pipe Lining (Potable)	LF	\$594.00	10.00%	\$540.00
	1.9A.002	8" Installation of Pressure Pipe Lining (Potable)	LF	\$668.80	10.00%	\$608.00
	1.9A.003	10" Installation of Pressure Pipe Lining (Potable)	LF	\$767.80	10.00%	\$698.00
	1.9A.004	12" Installation of Pressure Pipe Lining (Potable)	LF	\$851.40	10.00%	\$774.00
	1.9A.005	15" Installation of Pressure Pipe Lining (Potable)	LF	\$965.80	10.00%	\$878.00
	1.9A.006	18" Installation of Pressure Pipe Lining (Potable)	LF	\$1,163.80	10.00%	\$1,058.00
	1.9A.007	21" Installation of Pressure Pipe Lining (Potable)	LF	\$1,296.90	10.00%	\$1,179.00
	1.9A.008	24" Installation of Pressure Pipe Lining (Potable)	LF	\$1,450.90	10.00%	\$1,319.00
	1.9A.009	27" Installation of Pressure Pipe Lining (Potable)	LF	\$1,584.00	10.00%	\$1,440.00
	1.9A.010	30" Installation of Pressure Pipe Lining (Potable)	LF	\$1,955.80	10.00%	\$1,778.00
	1.9A.011	33" Installation of Pressure Pipe Lining (Potable)	LF	\$2,277.00	10.00%	\$2,070.00
	1.9A.012	36" Installation of Pressure Pipe Lining (Potable)	LF	\$2,504.70	10.00%	\$2,277.00
	1.9A.013	39" Installation of Pressure Pipe Lining (Potable)	LF	\$2,880.90	10.00%	\$2,619.00
	1.9A.014	42" Installation of Pressure Pipe Lining (Potable)	LF	\$3,415.50	10.00%	\$3,105.00
	1.9A.015	48" Installation of Pressure Pipe Lining (Potable)	LF	\$4,554.00	10.00%	\$4,140.00
	1.9A.016	54" Installation of Pressure Pipe Lining (Potable)	LF	\$5,445.00	10.00%	\$4,950.00
	1.9A.017	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$445.50	10.00%	\$405.00
	1.9A.018	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$544.50	10.00%	\$495.00
	1.9A.019	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$643.50	10.00%	\$585.00
	1.9A.020	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$742.50	10.00%	\$675.00
	1.9A.021	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$841.50	10.00%	\$765.00
	1.9A.022	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,039.50	10.00%	\$945.00
	1.9A.023	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,148.40	10.00%	\$1,044.00
	1.9A.024	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,411.30	10.00%	\$1,283.00
	1.9A.025	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,584.00	10.00%	\$1,440.00
	1.9A.026	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$1,807.30	10.00%	\$1,643.00
	1.9A.027	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$2,128.50	10.00%	\$1,935.00
	1.9A.028	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$2,504.70	10.00%	\$2,277.00
	1.9A.029	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$2,747.80	10.00%	\$2,498.00
	1.9A.030	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$3,316.50	10.00%	\$3,015.00
	1.9A.031	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$4,455.00	10.00%	\$4,050.00
	1.9A.032	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$4,950.00	10.00%	\$4,500.00
	1.9A.033	6" Installation of End Seal	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.034	8" Installation of End Seal	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.035	10" Installation of End Seal	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.036	12" Installation of End Seal	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.037	15" Installation of End Seal	EA	\$9,108.00	10.00%	\$8,280.00
	1.9A.038	18" Installation of End Seal	EA	\$11,385.00	10.00%	\$10,350.00
	1.9A.039	21" Installation of End Seal	EA	\$11,385.00	10.00%	\$10,350.00
	1.9A.040	24" Installation of End Seal	EA	\$13,662.00	10.00%	\$12,420.00
	1.9A.041	27" Installation of End Seal	EA	\$13,662.00	10.00%	\$12,420.00
	1.9A.042	30" Installation of End Seal	EA	\$13,662.00	10.00%	\$12,420.00
	1.9A.043	33" Installation of End Seal	EA	\$15,939.00	10.00%	\$14,490.00
	1.9A.044	36" Installation of End Seal	EA	\$15,939.00	10.00%	\$14,490.00
	1.9A.045	39" Installation of End Seal	EA	\$18,216.00	10.00%	\$16,560.00
	1.9A.046	42" Installation of End Seal	EA	\$18,216.00	10.00%	\$16,560.00
	1.9A.047	48" Installation of End Seal	EA	\$22,770.00	10.00%	\$20,700.00
	1.9A.048	54" Installation of End Seal	EA	\$22,770.00	10.00%	\$20,700.00
	1.9A.049	6"to 12" System set-up charge (<150 lf)	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.050	15" to 21" System set-up charge (<150 lf)	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.051	24" to 33" System set-up charge (<150 lf)	EA	\$6,831.00	10.00%	\$6,210.00
	1.9A.052	36" to 54" System set-up charge (<150 lf)	EA	\$6,831.00	10.00%	\$6,210.00
I	10	Pressure Pipeline Bypass and Related Items				
I	10A	Bypass for Pressure CIPP Lines:				
	I.10A.001	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	\$194.70	10.00%	\$177.00
	I.10A.002	Connection of each service from 2"- 4" AWWA approved bypass	EA	\$2,235.20	10.00%	\$2,032.00
	I.10A.004	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	\$243.10	10.00%	\$221.00

	L10A.005	Connection of each service from 6"- 8" AWWA approved bypass	EA	\$2,478.30	10.00%	\$2,253.00
	L10A.007	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	\$291.50	10.00%	\$265.00
	L10A.008	Connection of each service from 10"- 12" AWWA approved bypass	EA	\$3,036.00	10.00%	\$2,760.00
	L10A.010	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	\$729.30	10.00%	\$663.00
	L10A.011	Connection of each service from 13"- 19" AWWA approved bypass	EA	\$3,158.10	10.00%	\$2,871.00
	L10A.013	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	\$972.40	10.00%	\$884.00
	L10A.014	Connection of each service from 20"- 24" AWWA approved bypass	EA	\$4,857.60	10.00%	\$4,416.00
	L10A.016	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	\$1,700.60	10.00%	\$1,546.00
	L10A.017	Connection of each service from 25"- 30" AWWA approved bypass	EA	\$4,857.60	10.00%	\$4,416.00
	L10A.019	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	\$2,186.80	10.00%	\$1,988.00
	L10A.020	Connection of each service from 31"- 37" AWWA approved bypass	EA	\$4,857.60	10.00%	\$4,416.00
	L10A.022	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	\$2,915.00	10.00%	\$2,650.00
	L10A.023	Connection of each service from 38"- 48" AWWA approved bypass	EA	\$4,857.60	10.00%	\$4,416.00
I	11	Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items				
I	11A	Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Additional Associated Items.				
	L11A.001	6" Cleaning with pressure propelled pigs	LF	\$49.50	10.00%	\$45.00
	L11A.002	8" Cleaning with pressure propelled pigs	LF	\$49.50	10.00%	\$45.00
	L11A.003	10" Cleaning with pressure propelled pigs	LF	\$49.50	10.00%	\$45.00
	L11A.004	12" Cleaning with pressure propelled pigs	LF	\$49.50	10.00%	\$45.00
	L11A.005	15" Cleaning with pressure propelled pigs	LF	\$73.70	10.00%	\$67.00
	L11A.006	18" Cleaning with pressure propelled pigs	LF	\$73.70	10.00%	\$67.00
	L11A.007	21" Cleaning with pressure propelled pigs	LF	\$73.70	10.00%	\$67.00
	L11A.008	24" Cleaning with pressure propelled pigs	LF	\$97.90	10.00%	\$89.00
	L11A.009	27" Cleaning with pressure propelled pigs	LF	\$97.90	10.00%	\$89.00
	L11A.010	30" Cleaning with pressure propelled pigs	LF	\$97.90	10.00%	\$89.00
	L11A.011	33" Cleaning with pressure propelled pigs	LF	\$97.90	10.00%	\$89.00
	L11A.012	36" Cleaning with pressure propelled pigs	LF	\$194.70	10.00%	\$177.00
	L11A.013	42" Cleaning with pressure propelled pigs	LF	\$194.70	10.00%	\$177.00
	L11A.014	48" Cleaning with pressure propelled pigs	LF	\$194.70	10.00%	\$177.00
	L11A.015	54" Cleaning with pressure propelled pigs	LF	\$194.70	10.00%	\$177.00
	L11A.016	6" Cleaning with scrapers or other attached tools	LF	\$73.70	10.00%	\$67.00
	L11A.017	8" Cleaning with scrapers or other attached tools	LF	\$73.70	10.00%	\$67.00
	L11A.018	10" Cleaning with scrapers or other attached tools	LF	\$73.70	10.00%	\$67.00
	L11A.019	12" Cleaning with scrapers or other attached tools	LF	\$73.70	10.00%	\$67.00
	L11A.020	15" Cleaning with scrapers or other attached tools	LF	\$97.90	10.00%	\$89.00
	L11A.021	18" Cleaning with scrapers or other attached tools	LF	\$97.90	10.00%	\$89.00
	L11A.022	21" Cleaning with scrapers or other attached tools	LF	\$97.90	10.00%	\$89.00
	L11A.023	24" Cleaning with scrapers or other attached tools	LF	\$122.10	10.00%	\$111.00
	L11A.024	27" Cleaning with scrapers or other attached tools	LF	\$122.10	10.00%	\$111.00
	L11A.025	30" Cleaning with scrapers or other attached tools	LF	\$122.10	10.00%	\$111.00
	L11A.026	33" Cleaning with scrapers or other attached tools	LF	\$170.50	10.00%	\$155.00
	L11A.027	36" Cleaning with scrapers or other attached tools	LF	\$170.50	10.00%	\$155.00
	L11A.028	42" Cleaning with scrapers or other attached tools	LF	\$194.70	10.00%	\$177.00
	L11A.029	48" Cleaning with scrapers or other attached tools	LF	\$243.10	10.00%	\$221.00
	L11A.030	54" Cleaning with scrapers or other attached tools	LF	\$291.50	10.00%	\$265.00
	L11A.031	6" Pressure pipe inspection	LF	\$19.80	10.00%	\$18.00
	L11A.032	8" Pressure pipe inspection	LF	\$19.80	10.00%	\$18.00
	L11A.033	10" Pressure pipe inspection	LF	\$25.30	10.00%	\$23.00
	L11A.034	12" Pressure pipe inspection	LF	\$25.30	10.00%	\$23.00
	L11A.035	15" Pressure pipe inspection	LF	\$25.30	10.00%	\$23.00
	L11A.036	18" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	L11A.037	21" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	L11A.038	24" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	L11A.039	27" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	L11A.040	30" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	L11A.041	33" Pressure pipe inspection	LF	\$34.10	10.00%	\$31.00
	L11A.042	36" Pressure pipe inspection	LF	\$39.60	10.00%	\$36.00
	L11A.043	42" Pressure pipe inspection	LF	\$39.60	10.00%	\$36.00
	L11A.044	48" Pressure pipe inspection	LF	\$49.50	10.00%	\$45.00
	L11A.045	54" Pressure pipe inspection	LF	\$73.70	10.00%	\$67.00
	L11A.046	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	\$70.40	10.00%	\$64.00
I	14	Gravity Sewer Lateral Renewal Systems and Related Items				
I	14A	Lateral Rehabilitation				
	L14A.001	4"-6" Installation and cure of lateral liner in <12" dia. Main (up to 10')	EA	\$7,562.50	10.00%	\$6,875.00
	L14A.002	4"-6" Installation and cure of lateral liner in >12" dia. Main (up to 10')	EA	\$8,937.50	10.00%	\$8,125.00
	L14A.003	4"-6" lateral liner per linear foot > 10'	LF	\$481.25	10.00%	\$437.50
	L14A.004	4"-6" Set-up for installations	EA	\$27,500.00	10.00%	\$25,000.00
	L14A.005	Clean & CCTV Laterals (up to 10')	EA	\$1,031.25	10.00%	\$937.50
	L14A.006	Clean & CCTV Laterals > 10'	LF	\$20.63	10.00%	\$18.75
	L14A.007	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$5,500.00	10.00%	\$5,000.00
	L14A.008	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$5,843.75	10.00%	\$5,312.50
	L14A.009	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$6,187.50	10.00%	\$5,625.00
	L14A.010	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$6,496.88	10.00%	\$5,906.25
	L14A.011	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$6,875.00	10.00%	\$6,250.00

	L14A.012	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$7,218.75	10.00%	\$6,562.50
I	16	Horizontal Directional Drilling (HDD) and Related Items				
I	16A	Horizontal Directional Drilling (HDD):				
	L16A.001	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$66.00	10.00%	\$60.00
	L16A.002	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$66.00	10.00%	\$60.00
	L16A.003	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$77.00	10.00%	\$70.00
	L16A.004	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	\$77.00	10.00%	\$70.00
	L16A.005	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	\$9.90	10.00%	\$9.00
	L16A.006	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$71.50	10.00%	\$65.00
	L16A.007	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$71.50	10.00%	\$65.00
	L16A.008	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$82.50	10.00%	\$75.00
	L16A.009	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	\$99.00	10.00%	\$90.00
	L16A.010	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	\$14.30	10.00%	\$13.00
	L16A.011	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$77.00	10.00%	\$70.00
	L16A.012	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$77.00	10.00%	\$70.00
	L16A.013	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$82.50	10.00%	\$75.00
	L16A.014	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	\$115.50	10.00%	\$105.00
	L16A.015	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$24.20	10.00%	\$22.00
	L16A.016	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$264.00	10.00%	\$240.00
	L16A.017	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$264.00	10.00%	\$240.00
	L16A.018	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$346.50	10.00%	\$315.00
	L16A.019	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	\$374.00	10.00%	\$340.00
	L16A.020	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$44.00	10.00%	\$40.00
	L16A.021	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$308.00	10.00%	\$280.00
	L16A.022	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$308.00	10.00%	\$280.00
	L16A.023	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$423.50	10.00%	\$385.00
	L16A.024	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	\$522.50	10.00%	\$475.00
	L16A.025	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$52.80	10.00%	\$48.00
	L16A.026	Access Pit for Directional Drill (0'-8' deep)	EA	\$4,730.00	10.00%	\$4,300.00
	L16A.027	Access Pit for Directional Drill (8'-12' deep)	EA	\$6,600.00	10.00%	\$6,000.00
	L16A.028	Access Pit for Directional Drill (12'-16' deep)	EA	\$12,320.00	10.00%	\$11,200.00
	L16A.029	Access Pit for Directional Drill (16'-20' deep)	EA	\$16,060.00	10.00%	\$14,600.00
	L16A.030	2"-4" Set-up for contiguous lengths <150 lf	LS	\$5,775.00	10.00%	\$5,250.00
	L16A.031	6"-8" Set-up for contiguous lengths <150 lf	LS	\$6,050.00	10.00%	\$5,500.00
	L16A.032	10"-12" Set-up for contiguous lengths <150 lf	LS	\$6,325.00	10.00%	\$5,750.00
	L16A.033	15"-18" Set-up for contiguous lengths <150 lf	LS	\$6,600.00	10.00%	\$6,000.00
	L16A.034	21"-24" Set-up for contiguous lengths <150 lf	LS	\$6,875.00	10.00%	\$6,250.00
	L16A.035	27"-36" Set-up for contiguous lengths <150 lf	LS	\$7,150.00	10.00%	\$6,500.00
I	19	Concrete Clearing and Removal from Sewer Lines and Related Items				
I	19A	Specialty Cleaning:				
	L19A.001	Specialty Pipe Cleaning (all Diameters)	LF	\$550.00	10.00%	\$500.00
I	20	All Other Underground Construction and Supplemental Items and Related Items				
I	20A	Mobilization:				
	L20A.001	Mobilization - Emergency Mobilization	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.002	Mobilization - Rehab of Less Than 100 Ft	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.003	Mobilization - Rehab of 101 Ft to 300 Ft	EA	\$33,000.00	10.00%	\$30,000.00
	L20A.004	Mobilization - Rehab of 301 Ft to 500 Ft	EA	\$27,500.00	10.00%	\$25,000.00
	L20A.005	Mobilization - Rehab of 501 Ft to 1000 Ft	EA	\$22,000.00	10.00%	\$20,000.00
	L20A.006	Mobilization - Alabama	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.007	Mobilization - Alaska	EA	\$110,000.00	10.00%	\$100,000.00
	L20A.008	Mobilization - Arizona	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.009	Mobilization - Arkansas	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.010	Mobilization - California	EA	\$49,500.00	10.00%	\$45,000.00
	L20A.011	Mobilization - Colorado	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.012	Mobilization - Connecticut	EA	\$55,000.00	10.00%	\$50,000.00
	L20A.013	Mobilization - Delaware	EA	\$55,000.00	10.00%	\$50,000.00
	L20A.014	Mobilization - Florida	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.015	Mobilization - Georgia	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.016	Mobilization - Hawaii	EA	\$330,000.00	10.00%	\$300,000.00
	L20A.017	Mobilization - Idaho	EA	\$49,500.00	10.00%	\$45,000.00
	L20A.018	Mobilization - Illinois	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.019	Mobilization - Indiana	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.020	Mobilization - Iowa	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.021	Mobilization - Kansas	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.022	Mobilization - Kentucky	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.023	Mobilization - Louisiana	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.024	Mobilization - Maine	EA	\$55,000.00	10.00%	\$50,000.00
	L20A.025	Mobilization - Maryland	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.026	Mobilization - Massachusetts	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.027	Mobilization - Michigan	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.028	Mobilization - Minnesota	EA	\$44,000.00	10.00%	\$40,000.00
	L20A.029	Mobilization - Mississippi	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.030	Mobilization - Missouri	EA	\$38,500.00	10.00%	\$35,000.00
	L20A.031	Mobilization - Montana	EA	\$44,000.00	10.00%	\$40,000.00

	I.20A.032	Mobilization - Nebraska	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.033	Mobilization - Nevada	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.034	Mobilization - New Hampshire	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.035	Mobilization - New Jersey	EA	\$55,000.00	10.00%	\$50,000.00
	I.20A.036	Mobilization - New Mexico	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.037	Mobilization - New York	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.038	Mobilization - North Carolina	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.039	Mobilization - North Dakota	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.040	Mobilization - Ohio	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.041	Mobilization - Oklahoma	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.042	Mobilization - Oregon	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.043	Mobilization - Pennsylvania	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.044	Mobilization - Rhode Island	EA	\$49,500.00	10.00%	\$45,000.00
	I.20A.045	Mobilization - South Carolina	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.046	Mobilization - South Dakota	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.047	Mobilization - Tennessee	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.048	Mobilization - Texas	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.049	Mobilization - Utah	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.050	Mobilization - Vermont	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.051	Mobilization - Virginia	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.052	Mobilization - Washington	EA	\$55,000.00	10.00%	\$50,000.00
	I.20A.053	Mobilization - West Virginia	EA	\$38,500.00	10.00%	\$35,000.00
	I.20A.054	Mobilization - Wisconsin	EA	\$44,000.00	10.00%	\$40,000.00
	I.20A.055	Mobilization - Wyoming	EA	\$44,000.00	10.00%	\$40,000.00
I	20B	Traffic Control:				
	I.20B.001	Single Lane Closure	EA	\$2,750.00	10.00%	\$2,500.00
	I.20B.002	Double Lane Closure	EA	\$3,300.00	10.00%	\$3,000.00
	I.20B.003	Multi Lane Closure	EA	\$3,850.00	10.00%	\$3,500.00
	I.20B.004	Intersection Closure	EA	\$4,400.00	10.00%	\$4,000.00
	I.20B.005	Road Closure	EA	\$5,500.00	10.00%	\$5,000.00
	I.20B.006	Sidewalk Closure	EA	\$1,650.00	10.00%	\$1,500.00
	I.20B.007	Traffic Control Plan (per setup)	EA	\$5,500.00	10.00%	\$5,000.00
	I.20B.008	Flagmen	HR	\$165.00	10.00%	\$150.00
	I.20B.009	Uniformed Officers	HR	\$247.50	10.00%	\$225.00
I	20C	Additional Labor Rates:				
	I.20C.001	Superintendent - Regular	HR	\$110.00	10.00%	\$100.00
	I.20C.002	Superintendent - Overtime	HR	\$165.00	10.00%	\$150.00
	I.20C.003	Foreman - Regular	HR	\$88.00	10.00%	\$80.00
	I.20C.004	Foreman - Overtime	HR	\$121.00	10.00%	\$110.00
	I.20C.005	Laborer - Regular	HR	\$66.00	10.00%	\$60.00
	I.20C.006	Laborer - Overtime	HR	\$88.00	10.00%	\$80.00
	I.20C.007	Truck Drive - Regular	HR	\$82.50	10.00%	\$75.00
	I.20C.008	Truck Drive - Overtime	HR	\$115.50	10.00%	\$105.00
	I.20C.009	Utility - Regular	HR	\$66.00	10.00%	\$60.00
	I.20C.010	Utility - Overtime	HR	\$88.00	10.00%	\$80.00
	I.20C.011	Engineering Support	HR	\$440.00	10.00%	\$400.00
	I.20C.012	Engineering Design	EA	\$16,500.00	10.00%	\$15,000.00
Section II: Polymer Injection Products						
II	21	Pipe Sealing of Sanitary Sewer Pipes and Related Items				
II	21A	Geopolymer Pipe Rehab:				
	II.21A.001	36" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$825.00	10.00%	\$750.00
	II.21A.002	42" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$715.00	10.00%	\$650.00
	II.21A.003	48" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$790.63	10.00%	\$718.75
	II.21A.004	54" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$907.50	10.00%	\$825.00
	II.21A.005	60" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,031.25	10.00%	\$937.50
	II.21A.006	66" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,134.38	10.00%	\$1,031.25
	II.21A.007	72" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,340.63	10.00%	\$1,218.75
	II.21A.008	78" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,464.38	10.00%	\$1,331.25
	II.21A.009	84" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,698.13	10.00%	\$1,543.75
	II.21A.010	90" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$1,897.50	10.00%	\$1,725.00
	II.21A.011	96" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$2,371.88	10.00%	\$2,156.25
	II.21A.012	102" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$2,846.25	10.00%	\$2,587.50
	II.21A.013	108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$3,636.88	10.00%	\$3,306.25
	II.21A.014	Greater than 108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	SF	\$192.50	10.00%	\$175.00
	II.21A.015	Non Round Sewer Pipe 1" Thickness	SF	\$75.63	10.00%	\$68.75
	II.21A.016	Each Additional .5" Thickness	SF	\$38.50	10.00%	\$35.00
	II.21A.017	Infiltration Control - Chemical Grout	GAL	\$577.50	10.00%	\$525.00
	II.21A.018	Infiltration Control - Quad-Plug (5 Gallon)	EA	\$110.00	10.00%	\$100.00
	II.21A.019	Rebuilt Invert - Flowable Fill	CF	\$192.50	10.00%	\$175.00
	II.21A.020	Rebuilt Invert - Quadflow	CF	\$220.00	10.00%	\$200.00
	II.21A.021	Rebuilt Invert - GeoKrete	CF	\$240.63	10.00%	\$218.75
	II.21A.022	Joint Preparation	LF	\$34.38	10.00%	\$31.25
	II.21A.023	Reinforcement with Carbon Fiber	SF	\$6.88	10.00%	\$6.25
	II.21A.024	Reinforcement with Welded Wire	SF	\$27.50	10.00%	\$25.00

	II.21A.025	Reinforcement with Rebar	LF	\$61.88	10.00%	\$56.25
	II.21A.026	Antimicrobial Application	SF	\$8.25	10.00%	\$7.50
	II.21A.027	Service Lateral	EACH	\$1,375.00	10.00%	\$1,250.00
II	21B	Grouting:				
	II.21B.001	Set up - Ground Penetrating Radar (GPR)	EA	\$27,500.00	10.00%	\$25,000.00
	II.21B.002	Ground Penetrating Radar (GPR) Study	LF	\$55.00	10.00%	\$50.00
	II.21B.003	Set up - Grouting	EA	\$27,500.00	10.00%	\$25,000.00
	II.21B.004	Grout Injection Chemical Grouting	LB	\$33.00	10.00%	\$30.00
	II.21B.005	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	\$126.50	10.00%	\$115.00
	II.21B.006	All Sizes Annular space grouting cement slurry base	CUFT	\$82.50	10.00%	\$75.00
	II.21B.007	All Sizes Set-up for annular space grouting <100 cubic feet	LS	\$6,875.00	10.00%	\$6,250.00
	II.21B.008	Set up Fee for Lateral or Mainline Grouting	EA	\$16,500.00	10.00%	\$15,000.00
	II.21B.009	Lateral Grouting (4-8" laterals, in 8-18" mains)	EA	\$2,200.00	10.00%	\$2,000.00
	II.21B.010	Mainline Joint Grouting (8-48")	EA	\$7,150.00	10.00%	\$6,500.00
II	22	Sealing of RCP or CMP Storm Sewer Joints and Related Items				
II	22A	Internal Pipe Seals:				
	II.22A.001	8"-Stainless steel with EPDM	EA	\$3,118.50	10.00%	\$2,835.00
	II.22A.002	10"-Stainless steel with EPDM	EA	\$3,242.80	10.00%	\$2,948.00
	II.22A.003	12"-Stainless steel with EPDM	EA	\$3,379.20	10.00%	\$3,072.00
	II.22A.004	15"-Stainless steel with EPDM	EA	\$3,911.60	10.00%	\$3,556.00
	II.22A.005	18"-Stainless steel with EPDM	EA	\$4,298.80	10.00%	\$3,908.00
	II.22A.006	21"-Stainless steel with EPDM	EA	\$4,912.60	10.00%	\$4,466.00
	II.22A.007	24"-Stainless steel with EPDM	EA	\$5,795.90	10.00%	\$5,269.00
II	22B	Installation Packer for Internal Pipe Seals:				
	II.22B.001	8"-12" Packer with coupling rod	EA	\$11,192.50	10.00%	\$10,175.00
	II.22B.002	15"-18" Packer with coupling rod	EA	\$14,041.50	10.00%	\$12,765.00
	II.22B.003	21"-24" Packer with coupling rod	EA	\$16,483.50	10.00%	\$14,985.00
II	22C	Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber:				
	II.22C.001	8"-Stainless steel with EPDM	EA	\$2,794.00	10.00%	\$2,540.00
	II.22C.002	10"-Stainless steel with EPDM	EA	\$2,846.80	10.00%	\$2,588.00
	II.22C.003	12"-Stainless steel with EPDM	EA	\$2,923.80	10.00%	\$2,658.00
	II.22C.004	15"-Stainless steel with EPDM	EA	\$3,703.70	10.00%	\$3,367.00
	II.22C.005	18"-Stainless steel with EPDM	EA	\$4,105.20	10.00%	\$3,732.00
	II.22C.006	21"-Stainless steel with EPDM	EA	\$4,613.40	10.00%	\$4,194.00
	II.22C.007	24"-Stainless steel with EPDM	EA	\$5,132.60	10.00%	\$4,666.00
Section IV:						
IV	32	Installation and Repair Service - Standard Hourly Labor Rate for Installation / Repair Service of Equipment and Products	Hrly rate	\$247.50	10.00%	\$225.00
IV	33	Installation and Repair Service - Non-Standard Hourly Labor Rate for Installation / Repair Service of Equipment and Products	Hrly rate	\$330.00	10.00%	\$300.00
IV	34	Installation and Repair Service - Standard Hours for Installation/Repair Service of Equipment and Products	factors	\$1.10	10.00%	\$1.00
IV	35	Installation and Repair Service - Non-Standard Hours for Installation/Repair Service of Equipment and Products	factors	\$1.10	10.00%	\$1.00

TIPS VENDOR AGREEMENT (PART 1)

**STORMWATER REHABILITATION
PROGRAM**

**TIPS RFP 101100422 PIPE BURSTING
PIGGYBACK**

TIPS VENDOR AGREEMENT (Part 1)

TIPS RFP 231102 Pipe Bursting (PART 1)

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Vortex Companies, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties for Part 1 of the related solicitation opportunity. If Vendor proposes and is awarded on Part 2, a separate Part 2 Vendor Agreement shall control Part 2 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 1 “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 1 TIPS solicitation document resulting in this Agreement; (2) Any Part 1 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 1 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire Part 1 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

231102 Pipe Bursting - Part 1

Vendor Name: Vortex Companies, LLC

Vendor Address: 18150 Imperial Valley Dr.

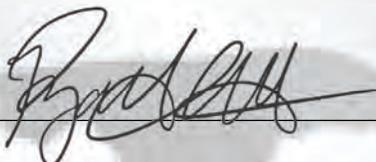
City: Houston State: TX Zip Code: 77060

Vendor Authorized Signatory Name: Ryan Graham

Vendor Authorized Signatory Title: Senior Vice President

Vendor Authorized Signatory Phone: 713-750-9081

Vendor Authorized Signatory Email: rgraham@vortexcompanies.com

Vendor Authorized Signature:  Date: 12/07/2023
(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 1/17/2024



231102

Vortex Companies

Vortex Infrastructure Holdings, LLC

Supplier Response

Event Information

Number: 231102

Title: Pipe Bursting (2 Part with JOC)

Type: Request for Proposal

Issue Date: 11/2/2023

Deadline: 12/8/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale.

Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 201104 PIPE BURSTING PART 1 OR 2 ("20110401 OR 20110402"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR PIPE BURSTING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 20110401 OR 20110402.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 20110401 OR 20110402 WHICH COVERS ALL OF YOUR PIPE BURSTING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Vortex Companies Information

Contact: Ryan Graham
Address: 18150 Imperial Valley Drive
Houston, TX 77060
Phone: (713) 750-9081
Email: rellison@vortexcompanies.com
Web Address: <https://vortexcompanies.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Shelly Larson

Signature

Submitted at 12/8/2023 10:02:51 AM (CT)

slarson@vortexcompanies.com

Email

Requested Attachments

Pricing Form 1 (Part 1)

01 FINAL - 231102 Pricing Form 1 (Part 1).xlsx

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

02 FINAL - 231102 Pricing Form 2 (Part 1).xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement (Part 1)

03 231102 Vendor Agreement (Part 1) Final.pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1)

04 231102 Vendor Agreement Signature Form (Part 1) Final.pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Reference Form

06 231102 Reference Form JOC (Parts 1 & 2) - Final.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

07 231102 Required Confidentiality Claim Form - Final.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Part 2 Required Bonding Capacity Letter

08 Vortex Companies Bonding
Capacity Ltr.pdf

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor's bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor's Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Current Form W-9

09 W-9 Vortex Companies LLC.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement (Part 2)

010 231102 Vendor Agreement -
JOC 2023 (Part 2) -Final.pdf

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

011 231102 Vendor Agreement
Signature Form (Part 2) - Final.pdf

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

012 Vortex_Companies_S&P.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

013 Vortex_Companies_S&P.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

016 Conflict of Interest
Questionnaire - Form CIQ -
Final.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Logo (Supplemental Vendor Information Only)

017 Vortex Companies LLC
Logo.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	Disadvantaged/Minority/Women Business & Federal HUBZone Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. <input type="text" value="NO"/>
2	Historically Underutilized Business (HUB) Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. <input type="text" value="No"/>
3	National Coverage Can the Vendor provide its proposed goods and services to all 50 US States? <input type="text" value="Yes - All 50 States"/>
4	States Served If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings. <input type="text" value="No response"/>
5	Description of Vendor Entity and Vendor's Goods & Services If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing. <input type="text" value="Offers advanced trenchless technologies and turnkey services to cost effectively renew water, sewer and industrial infrastructure."/>

6	Primary Contact Name Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Ryan Graham"/>
----------	--

7	Primary Contact Title Primary Contact Title <input type="text" value="Senior Vice President"/>
----------	---

8	Primary Contact Email Please enter a valid email address that will definitely reach the Primary Contact. <input type="text" value="rgraham@vortexcompanies.com"/>
----------	--

9	Primary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="7137509081"/>
----------	--

10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
-----------	---

11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
-----------	--

12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Shelly Larson"/>
-----------	--

13	Secondary Contact Title Secondary Contact Title <input type="text" value="Contracts & Compliance Admin"/>
-----------	--

14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="slarson@vortexcompanies.com"/>
-----------	--

1 5	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="7137509081"/>
--------	--

1 6	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
--------	---

1 7	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
--------	--

1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Shelly Knight"/>
--------	---

1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="sknight@vortexcompanies.com"/>
--------	--

2 0	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="7137509081"/>
--------	---

2 1	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Ryan Graham"/>
--------	--

2 2	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="rgraham@vortexcompanies.com"/>
--------	--

2 3	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="7137509081"/>
--------	---

2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.vortexcompanies.com"/>
--------	--

2
5

Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Vortex Services, LLC; Vortex Lining Systems, LLC

2
6

Primary Address

Primary Address

18150 Imperial Valley Dr.

2
7

Primary Address City

Primary Address City

Houston

2
8

Primary Address State

Primary Address State (2 Digit Abbreviation)

Texas

2
9

Primary Address Zip

Primary Address Zip

77060

3
0

Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Vortex, Vortex Services, Pipe Bursting, CIPP, Cured in place Pipe, Pipe Rehabilitation, Trenchless Rehabilitation, Trenchless Construction, Culvert Rehabilitation, Sewer Rehab, Wastewater Rehab, Sanitary Sewer Rehab, Quadex, Quadex Lining Systems, Geokrete, Geopolymer, Manhole Rehab, Manhole Rehabilitation, Epoxy Lining, Cementitious Lining, Vortex Companies, Underground Infrastructure, Sewer Rehabilitation, Manhole Lining

3
1

Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

3
2

Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Houston

3
3 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

3
4 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

5

3
5 **Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts**

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

**3
6** Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is \$100 and for "Material A Maintenance Service" is \$100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - \$90, "Material A Maintenance Service" - \$90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for \$200 and have increased the price of "Material A" to \$110 and the price of "Material A Maintenance Service" to \$110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - \$99, "Material A Maintenance Service" - \$99, and "Material B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

**3
7** Honoring Vendor's Part 1 Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

3
8

Volume and Additional Discounts

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

3
9

Part 1 "Catalog Pricing" and Pricing Requirements

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4
0

REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient

What is Vendor's Regular Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4
1 **REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient**

What is Vendor's After-Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4
2 **REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

Here, Vendor must enter a percentage, not a coefficient. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor \$100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for \$130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4
3

REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements

This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.

Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2.

If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval.

4
4

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4 **TIPS Sales Reporting Requirements**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 **TIPS Administration Fee Requirement and Acknowledgment**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 **TIPS Member Access to Vendor Proposal & Documentation**

7 **This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
8

Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4
9

Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

5
0

Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

5
1

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

5
2

Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

5
3

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

5
4

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

5
5

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

5
6

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

5
7

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5
8

Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

5
9

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

60 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

61 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

6
2

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

6
3

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

64 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

65 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

66 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Not Applicable

67 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

6 **Regulatory Good Standing Certification - Explanation - Continued**

9

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

7 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

0

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

7
1 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

7
2 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

**7
3** Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4** Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
5** Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
6** Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
7** Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
8** 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

8 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

8 2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

8
2 **2 CFR Part 200 or Federal Provision - Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

8
3 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

8 4 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

8 5 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 6 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

8
7

2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its 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: (1) 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; (2) 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.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

8
8

2 CFR Part 200 or Federal Provision - Rights to Inventions

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.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

8 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with
9 Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

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

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

9 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications
0

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

9 1 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

9 2 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

9 3 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

9 4 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for 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 must be 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

9 5 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

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

Does Vendor certify?

9 6 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

9
7

2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

9
8

2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

9
9

2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

1
0
0

2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

1
0
1

2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

1
0
2

ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 231102 Pipe Bursting (Part 1)	Vortex Companies, LLC
---------------------------------------	-----------------------------

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. TIPS will reach out via the emails provided so please ensure that they are typed and accurate. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not

You must provide below at least five (5) references from five different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniversity.edu	800-111- 2222
Decatur Utilities (AL)	Dustin Chambers	dchambers@decaturutilities.com	256-654-0493
Mendez Engineering (SAWS)	Marcus Cantu	mcantu@mendezengineering.com	210-581-0355
City of Deer Park (TX)	Brent Costlow	bcostlow@deerparktx.org	281-420-7229
City of Duncanville (TX)	Alan Brown	abrown@duncanville.com	972-707-3872
City of Houston (TX)	Brian Campbell	brian.campbell@houtontx.gov	832-474-2967

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Vortex Companies, LLC

Vendor Authorized Signatory Name: Ryan Graham

Vendor Authorized Signatory Title: Senior Vice President

Vendor Authorized Signatory Email: rgraham@vortexcompanies.com

Vendor Address: 18150 Imperial Valley Dr.

City: Houston State: TX Zip Code: 77060

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

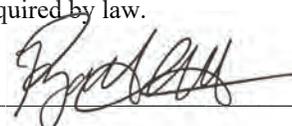
OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____



VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



CIVIL INFRASTRUCTURE SOLUTIONS

Vortex Companies Services: <https://www.vortexcompanies.com/services/>

Vortex Companies Products: <https://www.vortexcompanies.com/products/>

TIPS VENDOR AGREEMENT (PART 2)

**STORMWATER REHABILITATION
PROGRAM**

**TIPS RFP 101100422 PIPE BURSTING
PIGGYBACK**

TIPS VENDOR AGREEMENT (Part 2)

TIPS RCSP 231102 Pipe Bursting (Part 2)

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Vortex Companies, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties for Part 2 of the related solicitation opportunity. If Vendor proposes and awarded on Part 1, a separate Part 1 Vendor Agreement shall control Part 1 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 2 “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 2 TIPS solicitation document resulting in this Agreement; (2) Any Part 2 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 2 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire Part 2 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.
6. **Vendor Identity and Contact Information.** It is Vendor’s sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a’s, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor’s sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor’s contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of

correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means line-item estimates to TIPS for each anticipated TIPS project or sale. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of

Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional two consecutive one-year terms. The first renewal year shall be automatic unless Vendor notifies TIPS of its objection to the first one-year renewal. The second one-year renewal shall only be effective if offered by TIPS at its sole discretion. If TIPS offers the second renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the second one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S

PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS

requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**

 - A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. Insurance Requirements. Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

32. Waiver. No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. Binding Agreement. This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. Headings. The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. Relationship of the Parties. Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. Minimum Condition and Warranty Requirements for TIPS Sales. All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.
- 45. Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.
- 46. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

- 47. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.
- 48. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 49. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 52. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 53. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

231102 Pipe Bursting - Part 2

Vendor Name: Vortex Companies, LLC

Vendor Address: 18150 Imperial Valley Dr.

City: Houston State: TX Zip Code: 77060

Vendor Authorized Signatory Name: Ryan Graham

Vendor Authorized Signatory Title: Regional Vice President

Vendor Authorized Signatory Phone: 713-750-9081

Vendor Authorized Signatory Email: rgraham@vortexcompanies.com

Vendor Authorized Signature:  Date: 12/07/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 1/17/2024



231102

Vortex Companies

Vortex Infrastructure Holdings, LLC

Supplier Response

Event Information

Number: 231102

Title: Pipe Bursting (2 Part with JOC)

Type: Request for Proposal

Issue Date: 11/2/2023

Deadline: 12/8/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale.

Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 201104 PIPE BURSTING PART 1 OR 2 ("20110401 OR 20110402"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR PIPE BURSTING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 20110401 OR 20110402.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 20110401 OR 20110402 WHICH COVERS ALL OF YOUR PIPE BURSTING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Vortex Companies Information

Contact: Ryan Graham
Address: 18150 Imperial Valley Drive
Houston, TX 77060
Phone: (713) 750-9081
Email: rellison@vortexcompanies.com
Web Address: <https://vortexcompanies.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Shelly Larson

Signature

Submitted at 12/8/2023 10:02:51 AM (CT)

slarson@vortexcompanies.com

Email

Requested Attachments

Pricing Form 1 (Part 1)

01 FINAL - 231102 Pricing Form 1 (Part 1).xlsx

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

02 FINAL - 231102 Pricing Form 2 (Part 1).xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement (Part 1)

03 231102 Vendor Agreement (Part 1) Final.pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1)

04 231102 Vendor Agreement Signature Form (Part 1) Final.pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Reference Form

06 231102 Reference Form JOC (Parts 1 & 2) - Final.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

07 231102 Required Confidentiality Claim Form - Final.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Part 2 Required Bonding Capacity Letter

08 Vortex Companies Bonding
Capacity Ltr.pdf

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor's bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor's Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Current Form W-9

09 W-9 Vortex Companies LLC.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement (Part 2)

010 231102 Vendor Agreement -
JOC 2023 (Part 2) -Final.pdf

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

011 231102 Vendor Agreement
Signature Form (Part 2) - Final.pdf

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

012 Vortex_Companies_S&P.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

013 Vortex_Companies_S&P.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

016 Conflict of Interest
Questionnaire - Form CIQ -
Final.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Logo (Supplemental Vendor Information Only)

017 Vortex Companies LLC
Logo.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	Disadvantaged/Minority/Women Business & Federal HUBZone Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. <input type="text" value="NO"/>
2	Historically Underutilized Business (HUB) Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. <input type="text" value="No"/>
3	National Coverage Can the Vendor provide its proposed goods and services to all 50 US States? <input type="text" value="Yes - All 50 States"/>
4	States Served If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings. <input type="text" value="No response"/>
5	Description of Vendor Entity and Vendor's Goods & Services If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing. <input type="text" value="Offers advanced trenchless technologies and turnkey services to cost effectively renew water, sewer and industrial infrastructure."/>

6	<p>Primary Contact Name</p> <p>Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.</p> <input type="text" value="Ryan Graham"/>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <input type="text" value="Senior Vice President"/>
8	<p>Primary Contact Email</p> <p>Please enter a valid email address that will definitely reach the Primary Contact.</p> <input type="text" value="rgraham@vortexcompanies.com"/>
9	<p>Primary Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input type="text" value="7137509081"/>
10	<p>Primary Contact Fax</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="No response"/>
11	<p>Primary Contact Mobile</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="No response"/>
12	<p>Secondary Contact Name</p> <p>Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.</p> <input type="text" value="Shelly Larson"/>
13	<p>Secondary Contact Title</p> <p>Secondary Contact Title</p> <input type="text" value="Contracts & Compliance Admin"/>
14	<p>Secondary Contact Email</p> <p>Please enter a valid email address that will definitely reach the Secondary Contact.</p> <input type="text" value="slarson@vortexcompanies.com"/>

1 5	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="7137509081"/>
--------	--

1 6	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
--------	---

1 7	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
--------	--

1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Shelly Knight"/>
--------	---

1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="sknight@vortexcompanies.com"/>
--------	--

2 0	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="7137509081"/>
--------	---

2 1	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Ryan Graham"/>
--------	--

2 2	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="rgraham@vortexcompanies.com"/>
--------	--

2 3	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="7137509081"/>
--------	---

2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.vortexcompanies.com"/>
--------	--

2
5

Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Vortex Services, LLC; Vortex Lining Systems, LLC

2
6

Primary Address

Primary Address

18150 Imperial Valley Dr.

2
7

Primary Address City

Primary Address City

Houston

2
8

Primary Address State

Primary Address State (2 Digit Abbreviation)

Texas

2
9

Primary Address Zip

Primary Address Zip

77060

3
0

Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Vortex, Vortex Services, Pipe Bursting, CIPP, Cured in place Pipe, Pipe Rehabilitation, Trenchless Rehabilitation, Trenchless Construction, Culvert Rehabilitation, Sewer Rehab, Wastewater Rehab, Sanitary Sewer Rehab, Quadex, Quadex Lining Systems, Geokrete, Geopolymer, Manhole Rehab, Manhole Rehabilitation, Epoxy Lining, Cementitious Lining, Vortex Companies, Underground Infrastructure, Sewer Rehabilitation, Manhole Lining

3
1

Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

3
2

Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Houston

3 3	Vendor's Principal Place of Business (State) In what state is Vendor's principal place of business located? <input type="text" value="Texas"/>
----------------------	---

3 4	Vendor's Years in Business How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="5"/>
----------------------	---

3 5	Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts <p>This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.</p> <p>Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.</p> <p>Does Vendor agree? <input type="text" value="Yes, Vendor agrees"/></p>
----------------------	--

**3
6** Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is \$100 and for "Material A Maintenance Service" is \$100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - \$90, "Material A Maintenance Service" - \$90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for \$200 and have increased the price of "Material A" to \$110 and the price of "Material A Maintenance Service" to \$110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - \$99, "Material A Maintenance Service" - \$99, and "Material B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

**3
7** Honoring Vendor's Part 1 Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

3
8 **Volume and Additional Discounts**

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

3
9 **Part 1 "Catalog Pricing" and Pricing Requirements**

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4
0 **REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient**

What is Vendor's Regular Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4
1 **REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient**

What is Vendor's After-Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4
2 **REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

Here, Vendor must enter a percentage, not a coefficient. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor \$100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for \$130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4
3

REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements

This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.

Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2.

If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval.

Yes, Vendor agrees

4
4

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4
5 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
6 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
7 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
8

Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4
9

Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

5
0

Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

5
1

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

5
2

Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

5
3

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

5 4	Alternative Dispute Resolution Limitations This is a requirement of the TIPS Contract and is non-negotiable. <p>TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Does Vendor agree? <input type="text" value="Yes, Vendor agrees"/></p>
----------------------	--

5 5	No Waiver of TIPS Immunity This is a requirement of the TIPS Contract and is non-negotiable. <p>Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.</p> <p>Does Vendor agree? <input checked="" type="checkbox"/> Yes, Vendor agrees</p>
----------------------	--

5 6	Payment Terms and Funding Out Clause This is a requirement of the TIPS Contract and is non-negotiable. <p>Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</p> <p>Does Vendor agree? <input checked="" type="checkbox"/> Yes, Vendor agrees</p>
----------------------	--

5 7	Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270) <p>Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.</p> <p>Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/></p>
----------------------	--

5
8

Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

5
9

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

60 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

61 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

6
2

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

6
3

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

64 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

65 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

66 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Not Applicable

67 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

6 **Regulatory Good Standing Certification - Explanation - Continued**

9

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

7 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

0

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

7
1 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

7
2 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

**7
3** Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4** Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
5** Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
6** Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
7** Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
8** 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

8 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

8 2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

8
2 **2 CFR Part 200 or Federal Provision - Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

8
3 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

8 4 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

8 5 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 6 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

8
7

2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its 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: (1) 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; (2) 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.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

8
8

2 CFR Part 200 or Federal Provision - Rights to Inventions

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.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

8 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with
9 Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

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

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

9 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications
0

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

9 1 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

9 2 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

9 3 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

9
4

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for 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 must be 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

9
5

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

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

Does Vendor certify?

Yes, Vendor certifies

9
6

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

9
7

2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

9
8

2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

9
9

2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

1
0
0

2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

1
0
1

2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

1
0
2

ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 231102 Pipe Bursting (Part 1)	Vortex Companies, LLC
---------------------------------------	-----------------------------

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. TIPS will reach out via the emails provided so please ensure that they are typed and accurate. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not

You must provide below at least five (5) references from five different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniversity.edu	800-111- 2222
Decatur Utilities (AL)	Dustin Chambers	dchambers@decaturutilities.com	256-654-0493
Mendez Engineering (SAWS)	Marcus Cantu	mcantu@mendezengineering.com	210-581-0355
City of Deer Park (TX)	Brent Costlow	bcostlow@deerparktx.org	281-420-7229
City of Duncanville (TX)	Alan Brown	abrown@duncanville.com	972-707-3872
City of Houston (TX)	Brian Campbell	brian.campbell@houtontx.gov	832-474-2967

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Vortex Companies, LLC

Vendor Authorized Signatory Name: Ryan Graham

Vendor Authorized Signatory Title: Senior Vice President

Vendor Authorized Signatory Email: rgraham@vortexcompanies.com

Vendor Address: 18150 Imperial Valley Dr.

City: Houston State: TX Zip Code: 77060

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

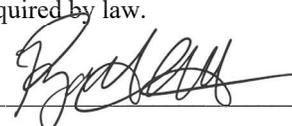
OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____





Aaron P. Clark
Telephone No.: 713-458-5407
Fax No.: 713-430-5407
E-Mail: aclark@lockton.com

December 07, 2023

RE: Vortex Companies, LLC
Vortex Services, LLC
Statement of Bonding Capacity

To Whom It May Concern:

Since 2016, Vortex Companies, LLC has been bonded with multiple surety partners, including Harco National Insurance Company, maintaining an A.M. Best Rating of "A" with a financial rating of A- (Excellent). The sureties who support Vortex Services, LLC provide in excess of \$200 million in aggregate bonding capacity with single job support in excess of \$15 million. Current available aggregate capacity is in excess of \$65,000,000. At the request of Vortex Companies, LLC, we would provide performance and payment bonds through Harco National Insurance Company, subject to review and acceptance of the contract term, bond forms, evidence of adequate financing (if so deemed necessary) and all other usual and customary underwriting criteria employed by any surety.

You understand, of course, that any arrangement for final bonds is a matter between our surety partners and Vortex Companies, LLC, and that our surety partners assume no liability to you or to third parties, if, for any reason, we do not execute a final bond or bonds on this project. Our experience with Vortex Companies, LLC and their management team has been nothing but excellent and we highly recommend them for consideration on the referenced project.

Should you require further information regarding this company, please feel free to contact me at (713) 458-5407.

Sincerely,



Aaron P. Clark
Vice President, Lockton Companies
Attorney-In-Fact, Harco National Insurance Company

Lockton Companies
3657 Briarpark Dr., Suite 700 / Houston, TX 77042
713-458-5200
www.lockton.com

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



CIVIL INFRASTRUCTURE SOLUTIONS

Vortex Companies Services: <https://www.vortexcompanies.com/services/>

Vortex Companies Products: <https://www.vortexcompanies.com/products/>

**TIPS VORTEX COMPANIES, LLC
INFORMATION**

**STORMWATER REHABILITATION
PROGRAM**

**TIPS RFP 101100422 PIPE BURSTING
PIGGYBACK**

The Interlocal Purchasing System

Purchasing Made Personal



Printed 7 June 2024

www.vortexcompanies.com

Vortex Companies

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	18150 Imperial Valley Dr.	NAME Charlie Martin
CITY	Houston	PHONE (866) 839-8477
STATE	Tx	FAX (866) 839-8472
ZIP	77060	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Offers advanced trenchless technologies and turnkey services to cost effectively renew water, sewer and industrial infrastructure.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
23110201	Pipe Bursting	01/31/2027	See EDGAR Certification Doc.
23110202	Pipe Bursting (JOC)	01/31/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

23110201

Ryan Graham	Senior Vice	(713) 750-9081	rgraham@vortexcompanies.com
Shelly Larson	Contracts &	(713) 750-9081	slarson@vortexcompanies.com

23110202

Ryan Graham	Senior Vice	(713) 750-9081	rgraham@vortexcompanies.com
Shelly Larson	Contracts &	(713) 750-9081	slarson@vortexcompanies.com

**VORTEX COMPANIES, LLC SUMMARY
SHEET**

**STORMWATER REHABILITATION
PROGRAM**

**TIPS RFP 101100422 PIPE BURSTING
PIGGYBACK**

Vortex Lining

CIP Lining – 6290 66TH Avenue North Pipe Rehabilitation

- **79th Ave N – 2 pipes CIPP 455 LF of 43” x 68” ERCP**
 - **FY25/26-26/27 1 pipe per fiscal year**
 - 455 LF of ERCP 43” x 68” (reflects the size and length of one pipe, both pipes are identical in size and length)
 - Quote was: \$599,500.00 to do both at the same time
- **6290 66th Ave N Pipe Rehabilitation- 319 LF of 48” CMP plus 11LF of 49” ERCP**
 - FY24/25
 - 319 LF of 48” CMP Add 11 LF of 49” ERCP to be lined as well
 - Quote was: \$214,212.00 w/o added 11 LF

Annual Lining FY 24/25 – Stormwater Rehabilitation Program

- **110th Ave @ 43rd St - 39 LF of 18” CMP**
 - Quote: \$23,577.00
 - Line pipe 39Lf of 18” CMP
 - Add box coating for 1 box.
 - Box size: 64”w x 49”L x 41”H
- **58th Street from 66th Ave to 67th AVE – 256 LF 18” RCP**
 - Quote: \$18,411.50 without Lining
 - Please add lining into quote for 18” RCP @ 256LF
 - Coat 5 boxes as well
 - **Box Sizes on PDF***

-
- **3700 68th Ave - 45 LF of 15” CMP**
 - No quote for this one
 - Line pipe 45’ LF of 15” CMP
 - Add box coating for 1 box.
 - Box Size: 60”H x 48”W x 48”L

If we have money left over, we would like to add this for lining and coating, please provide quote for this one.