

CITY OF



PINELLAS PARK

• SIMPLY CENTERED •

The Interlocal Purchasing System (Tips)
RFP 201104 Piggyback
FY2023 CIPP and Box Coating

Vortex Companies, LLC
DBA
Vortex Infrastructure Services, LLC
5910 Hartford St.
Tampa, FL 33619
813.626.0700
VortexCompanies.com

Construction Services

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

RFP 201104 PIGGYBACK

FY2023 CIPP AND BOX COATING

- Purchasing Director Piggyback Approval
- The Interlocal Purchasing System (TIPS) Compliance Confirmation
- City of Pinellas Park Construction Contract
- TIPS RFP 201104 Advertisement
- TIPS RFP 201104 Bid Package
- Vortex RFP 201104 Response
- TIPS/Vortex 201104 Contract
- Vortex Services, LLC Quote
- Vortex Infrastructure Services, LLC DBPR Registration
- Vortex Services, LLC DBPR Registration
- Vortex Services, LLC E-Verify Registration
- Vortex Infrastructure Services, LLC Sunbiz Registration
- Vortex Services, LLC Sunbiz Registration



Jeffery Roberts <jroberts@pinellas-park.com>

Fwd: Vortex Services

1 message

Gary Moskaluk <GMoskaluk@pinellas-park.com>

Thu, Apr 6, 2023 at 12:48 PM

To: Kyle Arrison <karrison@pinellas-park.com>

Cc: Jeffery Roberts <jroberts@pinellas-park.com>

Kyle,

Please fulfill the documentation request from TIPS after the piggyback contract is approved by council.

Thank you,

Gary Moskaluk
Purchasing Director
City of Pinellas Park
(727)369-5711

----- Forwarded message -----

From: **Gene Hawk** <gene.hawk@tipsconstruction.com>

Date: Thu, Apr 6, 2023 at 10:50 AM

Subject: Vortex Services

To: GMoskaluk@pinellas-park.com <GMoskaluk@pinellas-park.com>

Cc: karrison@pinellas-park.com <karrison@pinellas-park.com>, jroberts@pinellas-park.com <jroberts@pinellas-park.com>

Gary

The attached proposal is within the parameters of the vendor's awarded contract.

If you elect to proceed with this purchase, you must submit a purchase order ("PO") which identifies the awarded vendor and TIPS Contract number, with the applicable quote, to tipspo@tips-usa.com. Upon receipt and processing of the PO and quote, a TIPS confirmation letter will be issued to you.

Please note that the vendor's failure to report TIPS purchases could result in breach/termination of the vendor's contract and prevents the Member from achieving a compliant purchase under Texas law. Members should also report TIPS transactions to ensure proper documentation for audit purposes.

Gene Hawk

Construction Compliance

Manager

(479) 234-7639

TIPS

The Interlocal Purchasing System

Tipsconstruction.com

https://link.edgepilot.com/s/b2a21c94/D7ccsgBDekioYzC_MgRpUQ?u=http://www.tips-usa.com/

[4845 Highway 271](#) North

Pittsburg,TX 75686



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Proposal 2318709 FL Pinellas Park FY 2023 CIPP & Box Coatings (1).pdf

74K



Jeffery Roberts <jroberts@pinellas-park.com>

Vortex Services

1 message

Gene Hawk <gene.hawk@tipsconstruction.com>

Thu, Apr 6, 2023 at 10:50 AM

To: "GMoskaluk@pinellas-park.com" <GMoskaluk@pinellas-park.com>

Cc: "karrison@pinellas-park.com" <karrison@pinellas-park.com>, "jroberts@pinellas-park.com" <jroberts@pinellas-park.com>

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Gene Hawk

Construction Compliance

Manager

(479) 234-7639**TIPS**

The Interlocal Purchasing System

Tipsconstruction.com<https://link.edgepilot.com/s/5be44274/bqriq5Gw7EuhsnquXjCs-Q?u=http://www.tips-usa.com/>[4845 Highway 271](#) North

Pittsburg, TX 75686



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**CONSTRUCTION CONTRACT
GENERAL TERMS AND CONDITIONS**

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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, 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 by him.
SUBCONTRACTOR:	Any person, firm, 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 SERVICE:	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 Designee 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 Designee.
OWNER'S ADDRESS FOR NOTICES:	City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-3138

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 available to the Designee at all times.

PRECONSTRUCTION CONFERENCE

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

NOTICE TO PROCEED

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with notice from the Designee to commence work. The Notice to Proceed will include the time for completion. 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.

SCHEDULES AND PROGRESS REPORTS

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The proposed schedule shall be submitted in electronic file format utilizing Microsoft Project format or other Owner approved equal 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.

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.

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.

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.

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.

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. The Contractor shall employ a surveyor registered in the State of Florida to lay out the work and to certify the As-Built drawings and to reset any survey monument's section corners, etc., which are overlayed or destroyed during paving/milling. The Owner/Designee may waive the above requirement of retainment of a surveyor and certification of the As-Built drawings but only in a writing signed by Owner/Designee.

(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 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 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.

The City shall not 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.

RESPONSIBILITIES OF THE CONTRACTOR

(a) Contractor's Representative

The Contractor shall keep on the site, or the work during its progress, a competent superintendent, and any necessary assistants, all satisfactory to the Designee. The superintendent shall not be changed except with the consent of the Designee, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give efficient supervision to the work, using his 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 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 bid 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. See definition of "Notice."

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. See definition of "Notice."

(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 to be 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 him, then 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 of his equipment and supplies at his 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 the course of 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 as Bidder to determine these requirements prior to submitting his bid so that his proposal 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).

THE AUTHORITY AND DUTY OF THE CITY DESIGNEE

(a) Authority of the Designee

The work shall be subject at all times 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.

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.

INSURANCE REQUIREMENTS

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, nor shall the Contractor allow any subcontractor to commence work on his 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 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 of Pinellas Park.

The insurance required shall provide protection for the Contractor and his 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 him, 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 - \$1,000,000 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

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.

Certificate of Insurance

Include a Certificate of Insurance evidencing required coverages. The following shall be included on all Certificates of Insurance.

Under the heading, "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES," shall read: **"City of Pinellas Park (Owner) is additionally insured as respects to TIPS RFP 201104 Piggyback – FY2023 CIPP and Box Coating"** (Required for General Liability only).



CERTIFICATE OF LIABILITY INSURANCE

12/11/2023

DATE (MM/DD/YYYY)

5/18/2023

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:																				
	PHONE (A/C, No, Ext): FAX (A/C, No):																				
INSURED 1494524 Vortex Services, LLC (See Attached Named Insured Schedule) 18150 Imperial Valley Drive Houston TX 77060	E-MAIL ADDRESS:																				
	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A : The Continental Insurance Company</td><td>35289</td></tr><tr><td colspan="2">INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td colspan="2">INSURER C : American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td colspan="2">INSURER D : Transportation Insurance Company</td><td>20494</td></tr><tr><td colspan="2">INSURER E : Crum & Forster Specialty Insurance Co</td><td>44520</td></tr><tr><td colspan="2">INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : The Continental Insurance Company		35289	INSURER B : Continental Casualty Company		20443	INSURER C : American Casualty Company of Reading, PA		20427	INSURER D : Transportation Insurance Company		20494	INSURER E : Crum & Forster Specialty Insurance Co		44520	INSURER F :	
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COVERAGES *USE* **CERTIFICATE NUMBER:** 19583463 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	7036114722	12/11/2022	12/11/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BUA 7036414342 7036467431 (PD)	12/11/2022	12/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	7036114767	12/11/2022	12/11/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	7036114753 (AOS) 7036114770 (CA)	12/11/2022	12/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pol./Prof. Liab. (E&O)(Claims Made)	Y	Y	PKC-113667	12/11/2022	12/11/2023	\$5M Each Occ.; \$5M Agg. \$5M Each Wrongful Act

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

Contractors Pollution Deductible: \$50,000 each pollution condition. E&O (Professional) Deductible: \$50,000 each claim. RE: Project: City of Pinellas Park (Owner) is additionally insured as respects to TIPS RFP 201104 Piggyback - FY2023 CIPP and Box Coating

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19583463
City of Pinellas Park
5141 78th Avenue N.
Pinellas Park FL 33781

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC

Vortex Companies, LLC

Vortex Infrastructure Services, LLC

Vortex Lining Systems, LLC F/K/A Quadex Lining Systems, LLC

Vortex Industrial Solutions, LLC

Vortex Services, LLC F/K/A VacVision Environmental, LLC dba VacVision, LLC

Excavating Services, LLC

North American Pipeline Services, LLC

Vortex Infrastructure Products, LLC

Quadex, LLC

Schwalm USA, LLC

Vortex Companies International, LLC

Vortex International US, Inc. F/K/A Quadex International US, Inc.

Vortex Canada Inc.

Fleer-Tech GmbH

Vortex Technology Group, LLC

CIPP Corp., LLC

Vortex Geotechnical, LLC

Under the heading, "CERTIFICATE HOLDER" shall read:

**City of Pinellas Park
5141 78th Avenue N.
Pinellas Park, FL 33781**

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 (2)(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 (2)(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 448.095(1), F.S.

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.

PAYMENTS TO THE CONTRACTOR

(a) Monthly Payments to the Contractor

The Contractor shall plan his work for construction on the basis of 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 ten percent (10%) 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 his binding proposal.

(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 satisfied himself as to compliance with the terms of the Contract and has received certification of final inspection, he 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 Architect/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 Architect/Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

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 above 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. This Contract is governed by the Laws of the State of Florida.

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:

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

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 (see definition of 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*. 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 not be considered valid. See definition of "Notice."

(b) 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 in the bid, 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.

INTERPRETATION OF CONTRACT

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.

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.

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 also remove, when no longer needed, all temporary structures and equipment used in his operations. 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.

SANITARY REGULATIONS

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

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 in order 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.

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.

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.

APPRENTICES

In accordance with the spirit of the guidelines provided by Florida Statute Chapter 446, the following requirements to safeguard the welfare of apprentices and trainees shall be a part of this Contract:

- (a) Contractor or supplier agrees to make a diligent effort to hire for the performance of the Contract a number of apprentices or trainees in each occupation, which bears, to the average number of journeymen in that occupation to be employed in the performance of the Contract the ratio of at least one apprentice or trainee to every five journeymen.
- (b) Contractor or supplier agrees, when feasible, to assure that 25 percent (25%) of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four.
- (c) Contractor or supplier agrees to submit, at three-month intervals to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed, race of all apprentices, the number of apprentices or trainees in their first year of training, and total hours of work of all apprentices, trainees, and journeymen.
- (d) Contractor or supplier agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three-month intervals, a statement describing steps taken toward making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft of hours worked and wages paid for first-year apprentices or trainees, other apprentices or trainees, and journeymen.

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 also 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 in his proposal has named equipment and/or material on which he has received proposals 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.

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.

INDEMNIFICATION AND HOLD HARMLESS

TIPS RFP 201104 Piggyback – FY2023 CIPP and Box Coating

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 Vortex Services, LLC

Address 5910 Hartford Street, Tampa, FL 33619

Date 05/24/2023

Print Name Shawn Ready

Signature 

Title Senior Regional Vice President – Florida & Industrial

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 Shawn Ready - Senior Regional Vice President – Florida & Industrial
(print individual's name and title)
for Vortex Services, LLC
(print name of entity submitted sworn statement)

whose business address is:

5910 Hartford Drive

Tampa, FL 33619

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-2811192

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

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

6. 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.

7. 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)

X _____ 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.

Shawn Ready

Signature

STATE OF Florida

COUNTY OF Hillsborough

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

notarization, this 24th day of May, 2023, by Shawn Ready
(Name of person acknowledging)

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

NOTARY PUBLIC

Sheila Hilson

(Notary Seal)



Sheila Hilson
Comm.: HH 172267
Expires: Sept. 29, 2025
Notary Public - State of Florida

My Commission Expires 09/29/2025

CONSTRUCTION BOND NO. SURU2210001604

OWNER:

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

PRINCIPAL:

Vortex Services, LLC
5910 Hartford St.
Tampa, FL 33619
813.626.0700

SURETY:

Name: Ascot Surety & Casualty Company

Address: 55 W 46th Street, 26th Floor
New York, NY 10036

Phone: (646) 356-8101

The Interlocal Purchasing System (TIPS) RFP 201104 Piggyback FY2023 CIPP and Box Coating

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 **One Hundred Thirty-Four Thousand Two Hundred Thirteen Dollars (\$134,213.00)**, 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: Vortex Services, LLC

BY Shawn Ready

Shawn Ready
(Print or Type Signature)

(SEAL)

Surety: Ascot Surety & Casualty Company

BY [Signature]
Attorney-in-Fact

Robert F. Bobo
Florida Licensed Agent

(SEAL)

Dated this 23rd day of May, 2023.

THE BOND MUST BE ATTACHED TO THIS FORM



Ascot Surety & Casualty Company
 Ascot Insurance Company
 55 W 46th Street, 26th Floor
 New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Robert F. Bobo, Aaron P. Clark, Timothy F. Kelly, Florence McClellan, Teresa D. Kelly, Kristin Darling, Laura Lee Kneitz, Rachel Richardson, Nick Patetta and Craig C. Payne

of Houston, TX (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of Indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:
 Any such obligations in the United States not to exceed \$50,000,000.00

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 19th day of April 2023.



ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

Matthew Kramer (Chief Executive Officer)

Tara Quigley (Executive Vice President, Surety)

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss.

On this 19th day of April 2023, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E GUSEVA
 Notary Public, State of Connecticut
 My Commission Expires June 30, 2024

Notary Public Ksenia E Guseva
 My commission expires on June 30, 2024

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF: I have hereunto set my hand and affixed the seal of the Companies, this 23rd day of May, 20 23

ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

Jeff Sipos, Secretary



Licensee Search

Licensee Detail

License #:

W044386

Full Name:

BOBO, ROBERT F

Business Address:

LOCKTON 3657 BRIARPARK DR STE 700
HOUSTON, TX 770425264

Mailing Address:

LOCKTON 3657 BRIARPARK DR STE 700
HOUSTON, TX 770425264

Email:

KCLICENSING@LOCKTON.COM

Phone:

(713) 458-5200

County:

Out of state

NPN #:

7372840

Continuing Education Statistics

CE Due Date: 2/29/2024

Continuing Education Status: In Progress

Number of Hours Required: 20

Number of Hours Completed: 0

Valid Licenses

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION	9/28/2011	2/29/2024
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION	9/28/2011	2/29/2024
AIG PROPERTY CASUALTY COMPANY	9/26/2018	2/28/2025
ASPEN AMERICAN INSURANCE COMPANY	8/1/2018	2/28/2025
CAPITOL INDEMNITY CORPORATION	10/16/2018	2/28/2025
PLATTE RIVER INSURANCE COMPANY	10/16/2018	2/28/2025
ARCH INSURANCE COMPANY	12/21/2012	2/28/2025
GREAT AMERICAN INSURANCE COMPANY	2/12/2015	2/28/2025
ARGONAUT INSURANCE COMPANY	3/23/2015	2/29/2024
EVEREST DENALI INSURANCE COMPANY	9/30/2019	2/29/2024
EVEREST NATIONAL INSURANCE COMPANY	9/30/2019	2/29/2024
EVEREST PREMIER INSURANCE COMPANY	9/30/2019	2/29/2024
EVEREST REINSURANCE COMPANY	9/30/2019	2/29/2024
TWIN CITY FIRE INSURANCE COMPANY	5/12/2021	2/29/2024
ST. PAUL GUARDIAN INSURANCE COMPANY	9/1/2022	2/28/2025
HARCO NATIONAL INSURANCE COMPANY	2/28/2022	2/29/2024
PENNSYLVANIA INSURANCE COMPANY	1/23/2023	2/28/2025
CONTINENTAL INDEMNITY COMPANY	12/9/2022	2/28/2025
INTERNATIONAL FIDELITY INSURANCE COMPANY	8/7/2018	2/28/2025
FIDELITY AND DEPOSIT COMPANY OF MARYLAND	7/1/2011	2/29/2024
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY	7/1/2011	2/29/2024
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY	10/30/2014	2/28/2025
BERKLEY INSURANCE COMPANY	7/17/2018	2/28/2025
ASCOT SURETY & CASUALTY COMPANY	4/12/2023	2/28/2026
TRAVELERS CASUALTY COMPANY OF CONNECTICUT	5/24/2023	2/28/2026

CONTRACTOR'S 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 _____, 2022, 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 _____

CONTRACTOR'S 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 _____ / _____ /2022.

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 _____ / _____ /2022, 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 _____, 2022, 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 _____

STATEMENT OF SURETY

In accordance with the provisions of the contract dated _____, 2022,
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 _____, 2022.

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 201104 Piggyback
FY2023 CIPP and Box Coating**

This Agreement dated this _____ day of _____, 2023, by and between the **City of Pinellas Park, Florida**, a municipal corporation, hereinafter called the Owner, and **Vortex Services, LLC**, a corporation organized and existing under the laws of the State of Florida and 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 **One Hundred Thirty-Four Thousand Two Hundred Thirteen Dollars (\$134,213.00)**, payable in accordance with the applicable provisions of the Contract Documents.

ARTICLE III: Conditions

1. All of the 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.
2. 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.

3. 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 and shall supply Owner weekly with two copies of the payroll verified by an affidavit.
4. 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 bid 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 **180** calendar days.

ARTICLE V: Compliance with Public Records Laws

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727.369.0619, CITYCLERK@PINELLAS-PARK.COM, 5141 78TH AVENUE NORTH, PINELLAS PARK, FLORIDA 33781.

Contractor shall comply with all public records laws, specifically to include:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all applicable requirements for retaining public records and transfer, at no cost, to the Owner, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

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), Vortex Services, LLC Quote, General Conditions, Insurance Requirements, Hold Harmless Agreement, E-Verify Requirements, Public Construction Bond, Sworn Statement of Public Entity Crimes, Contractor's Affidavit, Contractor's Final Release of Lien, Statement of Surety, City of Pinellas Park Agreement, specifications as listed within the quote, The Interlocal Purchasing Systems (TIPS) Contract and Vortex Services, LLC Response.

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

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue in any action thereunder shall be State Court in Pinellas County, Florida.

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: Vortex Services, LLC

BY Shawn Ready

Shawn Ready
(Print or Type Signature)

(SEAL)

Surety: Ascot Surety & Casualty Company

BY [Signature]
Attorney-in-Fact

Robert F. Bobo
Florida Licensed Agent

(SEAL)

Dated this 23rd day of May, 2023.

THE BOND MUST BE ATTACHED TO THIS FORM

The Interlocal Purchasing System (Tips)

RFP 201104

Advertisement



4845 US Hwy 271 North | Pittsburg, TX 75686

www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

October 23, 2020

Pittsburg Gazette
112 Quitman Street
Pittsburg, TX 75686

Please print the following **LEGAL NOTICE** on:

Thursday, November 5, 2020 AND Thursday, November 12, 2020.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 201101** Commercial Cafeteria Equipment and Furniture
- 201102** Floor Covering, Supplies and Services 2 Part with JOC
- 201103** Lockers 2 Part with JOC
- 201104** Pipe Bursting 2 Part with JOC

Proposals are due and will be opened on December 11, 2020 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, affidavit and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,

 **Kristie Collins**
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

“Connecting Members and Vendors Together”

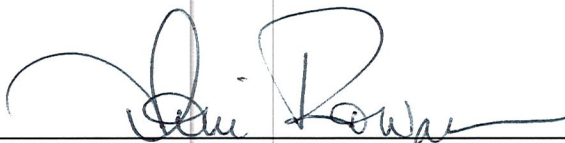
The Pittsburg Gazette

PUBLISHER'S AFFIDAVIT

State of Texas
(County of Camp)

Before me, the undersigned authority, on this day personally appeared **Toni Rowan**, Publisher of *The Pittsburg Gazette*, a weekly newspaper of general circulation published at Pittsburg in Camp County, Texas, who deposes and says that the advertisement was published in the regular issue(s) of *The Pittsburg Gazette* on November 5 and November 12, 2020.

Signed _____



Toni Rowan

STATE OF TEXAS
COUNTY OF CAMP

Sworn to and subscribed before me on this 1 day of December, 2020 by Toni Rowan



Notary Public

My commission expires: 8/7/23

The Interlocal Purchasing System (Tips)

RFP 201104 Package

COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available for membership by Governmental and other eligible entities in all fifty states.



TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

CONTACT INFORMATION:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

NOTICE TO PROPOSERS

PROPOSAL DUE DATE:

December 11, 2020 AT 3:00 P.M. LOCAL TIME

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE, BY FOREGOING DATE & TIME.

LOCATION OF SOLICITATION DOCUMENTS:

Solicitation documents are located at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

REQUEST FOR PROPOSAL:

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

RFP 201104 Pipe Bursting – PART 1 ONLY

PART 2 is the Job Order Contract Section of this combination solicitation

NOTICE: The type of solicitation document is identified directly above. The use of terms such as: “Solicitation”, “Bid”, “Request for Proposal”, “RFP”, “Request for Competitive Sealed Proposal”, “RCSP”, or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

PIGGYBACKING NOTICE:

THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITIES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

General Information

FINANCING OF TIPS

TIPS Vendor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the amount actually invoiced and paid on TIPS sales by TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

The fee schedule for agreements awarded under solicitation is 2%.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **three (3)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **three-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published herein.

Example: *If the anticipated award date published herein is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **three years**.

Example: *If the original term is approximately **three years**, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

VALUE OF THE CONTRACT

The estimated value for the life of the of the contract for all awarded vendors combined is \$1,658,110.00. This estimate is not a guarantee of the minimum or maximum value of the contract because TIPS cannot accurately predict the future needs of our member entities, their budget allocations, or the ongoing needs as they relate to this solicitation.

Termination

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause or for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Vendor Questions

Questions about the specific SOLICITATION shall be submitted to bids@tips-usa.com with the following in the subject line: **"Pipe Bursting PART 1 #201104 – Proposing Vendor Question"**. Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL **December 3, 2020 AT NOON Local Time.**

Pre-Bid Meeting (Not Mandatory)

A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email bids@tips-usa.com by Noon, **November 19, 2020.**

If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.

If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.

Posting Date	November 5, 2020	8:00 A.M. Local Time
Proposal Deadline	December 11, 2020	3:00 P.M. Local Time
Proposal Opening	December 11, 2020	3:00 P.M. Local Time
Proposal Review Begins	December 11, 2020	3:01 P.M. Local Time
Proposal Review Ends	January 19, 2021	One (1) week prior to anticipated Award Date
Proposals Award	January 26, 2021	8:30 A.M. Local Time
Award Notifications	January 26, 2021	12:00 P.M. Local Time

Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

Pricing Models

Pricing for Line Items or Catalog

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively

line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of "catalog"

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing vendor may be applied.

Adding New or Replacement Goods Items During the Life of the Agreement

Is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item. See PART 1 Pricing sheet 1.

Pay Careful Attention to This When Completing the Pricing spreadsheets.

Adding New or Replacement Services During the Life of the Agreement

Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier's price in which to apply a markup percentage. See PART 1 Pricing sheet 2.

Pay Careful Attention to This When Completing the Pricing spreadsheet.

Explanation:

Markup on cost

Vendors may propose a markup on miscellaneous items that are not ordinarily in their catalog or for which no list or manufacturer's pricing is available.

It is NOT recommended proposers use the Markup pricing method EXCLUSIVELY because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.

Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

Shipping cost:

Pricing presented for goods offered should not include shipping costs from dealer to Member customer. **IF** shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if the truck includes deliver but parts do not, them be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the TIPS Member.

SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change

and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

TIPS leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

This solicitation is seeking providers for:

Pipe Bursting

Specifications and Pricing

It is the intention of Region 8 ESC to contract with reliable, high performance vendors to supply Pipe Bursting to public agencies and certain non-profit organizations in the United States.

If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information.

Proposals should include all listings of Pipe Bursting, description of services, and any other related services. DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED Pipe Bursting. Hourly or other unit pricing for services providing installation, repair, or maintenance to may be submitted. Accessories to support the Pipe Bursting should be submitted.

Offerors may provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. An Electronic Catalog, links to same, and/or availability to access the list prices should accompany the proposal if a discount off catalog is proposed. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. TIPS may award to multiple vendors. See pricing instruction in this document and on the pricing forms 1 and 2.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 8 ESC is seeking service providers that have the depth, breadth and quality of resources necessary to complete various aspects of this contract. In addition, TIPS also requests any relevant value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

Proposers may submit all items and goods related to supplying Pipe Bursting that they offer. Proposer should submit all applicable services for all types of Pipe Bursting.

Value Added Pricing

Value added services should be explained in detail. If proposer can offer greater quantities at lower pricing, these “value added” prices should be submitted in this section.

Proposal should list offerings to be considered as part of the category of Pipe Bursting that can be provided by the Vendor. Servicing Pipe Bursting or any related service to support Pipe Bursting may be included in this proposal.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category. TIPS reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Additional Services:

Proposer should list in the PART 1 Pricing Sheet 2 excel spreadsheet all related services, installation, travel, and hourly fee or other defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered. For projects that are considered a Public Work/Construction, the work can be provided through the PART 2 Job Order Contract (JOC) section of this solicitation.

The Vendor may furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and may perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

NOTHING IN PART 1 IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION. PART 2 ADDRESSES ANY PROJECTS THAT ARE CLASSIFIED AS PUBLIC WORKS OR CONSTRUCTION BY THE TIPS MEMBER ENTITY.

PART 1 Pricing Sheets 1 and 2 must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but TIPS encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.

Proposer shall propose a minimum discount off catalog in the eBid system attribute for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. If proposer offers a maximum increase percentage in their proposal, that maximum percentage shall control over the CPI. **Proposer may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to.**

Caution: Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation and resulting award. However, offering a markup method percentage may allow you to sell items or services that do not have a catalog or list price.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)

DO NOT PROPOSE "PRICE TO BE DETERMINED" or "ON REQUEST". This method is not lawful to award by TIPS.

You must have unit pricing that can be applied to the needs of the customer.

PART 1 Pricing Sheet 1 excel sheet

There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.

Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

PART 1 Pricing Sheet 2 excel sheet

List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.

ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.

Example: Proposed catalog, web or store price for an item is \$10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

Service Incidental to the Sale of Goods

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the PART 1 Pricing Sheet 2 spreadsheet or in an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms or their equivalents.

PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price:** (22) point weight. Per prices quoted as related to information within the request for proposals and/or the discount off MSRP or other published list pricing or stated prices of goods or services. Points are awarded based on the prices and or discount, and the reasonableness in the market of the pricing offered. TIPS is the sole arbiter of what constitutes price criterion scoring.
2. **The reputation of the vendor and of the vendor's goods or services;** (3) point weight. References or TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.
3. **The quality of the vendor's goods or services;** (21.5) point weight. References or TIPS staff knowledge or any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.
4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services;** (10) point weight. **Points will be assigned to this criterion based on your answer to the Attribute entitled “Long Term Cost Evaluation Criterion” of this solicitation in the ION Wave bidding system.** Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, **unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested.** If you agree NOT to increase prices more than 5%, **except when justified by supporting documentation**, you are awarded 10 points; if 6% to 14%, **except when justified by supporting documentation**, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. TIPS is the sole arbiter of what constitutes “justified by supporting documentation”.
5. **Extent to which the Goods or Services meet the Needs:** (21.5) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation. In the judgment of TIPS points are awarded incrementally 0-21.5 points depending if the proposal meets the needs outlined in the solicitation.
6. **Vendor’s Past Relationship:** (10) point weight – No past relationship scores 5 points and a good relationship scores 6 to 10 points and a poor relationship scores 0 to 4 points.
7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses:** (2) point weight –Points are assigned if the vendor agrees to abide by the federal regulations in the Attribute entitled “Subcontracting with small and minority

businesses, women's business enterprises, and labor surplus area firms” and the attribute that immediately follows, if applicable, of this solicitation in the ION Wave bidding system. related to underutilized businesses in its subcontracting practices, when applicable. NOTE: Failure to agree to comply with the federal regulations herein shall make use of federal funds to purchase the goods or services proposed unallowable.

8. **Experience:** 10 point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points
9. Residency: 0 point weight. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - A. has its principal place of business in this state; or
 - B. employs at least 500 persons in this state.

Federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of 0 points.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

About TIPS

It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal

Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.

- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS.
- NOTE: It is always the Vendor’s responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to TIPSP0@TIPS-USA.com, unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor’s TIPS Contract(s) and preclusion to responding to future solicitations.
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS “may” be public information.

In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer's designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History "A person or business entity that enters into an agreement 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. A school district may

terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required 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 agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

Resellers/Dealers

Vendors with Resellers/Dealers must enter/authorize all Authorized Resellers in the Vendor Portal upon award.

Vendor Certifications

Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

Vendor Agreement

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

Warranty (If applicable)

Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.

Protest Procedure

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor

must follow the following process:

[http://www.tips-usa.com/assets/documents/docs/letters/Protest Procedures for Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

Supplementary Catalogs and Information if Applicable

Supplementary Catalogs and Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services. Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer’s complete line of products, when possible.

LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities’ and jurisdictions’ laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

Terms and Conditions

1. **Exclusivity-** Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices

are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.

7. **Estimated Quantities:** Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published or available to TIPS Members catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.
12. **RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:
 - a) Reject or cancel any or all proposals;

- b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
- c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- d) Reissue a SOLICITATION;
- e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
- f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
- g) **This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.**

Vortex Services, LLC

Response

Pricelist for
RFP 201104 Pipe Bursting

Section	Item No.	Full Description	UNITS	PRICE	MATERIAL/GOODS or LABOR/SERVICES or BOTH
Section I: Thermo Cured Products					
I	1	CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.			
	I.1.001	6" x 4.5mm STEAM / WATER CURE	LF	51.75	BOTH
	I.1.002	8" x 6.0mm STEAM WATER CURE	LF	46.00	BOTH
	I.1.003	10" x 6.0mm STEAM /WATER CURE	LF	51.75	BOTH
	I.1.004	12" x 6.0mm STEAM /WATER CURE	LF	71.30	BOTH
	I.1.005	15" x 7.5mm STEAM /WATER CURE	LF	101.20	BOTH
	I.1.006	18" x 9.0mm STEAM/WATER CURE	LF	120.75	BOTH
	I.1.007	21" x 9.0mm STEAM/WATER CURE	LF	143.75	BOTH
	I.1.008	24" x 10.5mm STEAM/WATER CURE	LF	170.20	BOTH
	I.1.009	27" x 10.5mm STEAM /WATER CURE	LF	195.50	BOTH
	I.1.010	30" x 12.0mm STEAM /WATER CURE	LF	231.15	BOTH
	I.1.011	33" x 12.0mm STEAM /WATER CURE	LF	273.70	BOTH
	I.1.012	36" x 12.0mm STEAM /WATER CURE	LF	304.75	BOTH
	I.1.013	42" x 13.5mm STEAM/WATER CURE	LF	340.40	BOTH
	I.1.014	48" x 15.0mm STEAM /WATER CURE	LF	572.70	BOTH
	I.1.015	54" x 18.0mm STEAM/WATER CURE	LF	730.25	BOTH
	I.1.016	60" x 22.5mm STEAM /WATER CURE	LF	859.05	BOTH
	I.1.017	6" & 8" Additional 1.5mm	LF	1.06	BOTH
	I.1.018	10" & 12" Additional 1.5mm	LF	5.29	BOTH
	I.1.019	15" & 18" Additional 1.5mm	LF	15.87	BOTH
	I.1.020	21" & 24" Additional 1.5mm	LF	26.45	BOTH
	I.1.021	27" Additional 1.5mm	LF	31.74	BOTH
	I.1.022	30" Additional 1.5mm	LF	37.03	BOTH
	I.1.023	33" Additional 1.5mm	EA	42.32	BOTH
	I.1.024	36" Additional 1.5mm	EA	47.61	BOTH
	I.1.025	42" Additional 1.5mm	EA	52.90	BOTH
	I.1.026	48" Additional 1.5mm	EA	63.48	BOTH
	I.1.027	54" Additional 1.5mm	EA	74.06	BOTH
	I.1.028	60" Additional 1.5mm	EA	86.25	BOTH
	I.1.029	Internal reconnects on Cured-in-place pipe	EA	317.40	LABOR/SERVICE
	I.1.030	6" & 8" Additional .7mm	LF	4.60	BOTH
	I.1.031	10" & 12" Additional .7mm	LF	8.05	BOTH
	I.1.032	15" Additional .7mm	LF	10.35	BOTH
	I.1.033	18" Additional .7mm	LF	11.50	BOTH
	I.1.034	21" Additional .7mm	LF	13.80	BOTH
	I.1.035	24" Additional .7mm	LF	16.10	BOTH
	I.1.036	27" Additional .7mm	LF	17.25	BOTH
	I.1.037	30" Additional .7mm	LF	19.55	BOTH
	I.1.038	33" Additional .7mm	LF	20.70	BOTH
	I.1.039	36" Additional .7mm	LF	23.00	BOTH
	I.1.040	42" Additional .7mm	LF	33.35	BOTH
	I.1.041	48" Additional .7mm	LF	48.30	BOTH
	I.1.042	6"-12" CIPP Set-up Charge	LF	8.05	LABOR/SERVICE
	I.1.043	15"-18" CIPP Set-up Charge	LF	13.80	LABOR/SERVICE
	I.1.044	21"-24" CIPP Set-up Charge	LF	20.70	LABOR/SERVICE
	I.1.045	27"-36" CIPP Set-up Charge	LF	27.60	LABOR/SERVICE
	I.1.046	42"-48" CIPP Set-up Charge	LF	27.60	LABOR/SERVICE
	I.1.047	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	41.40	LABOR/SERVICE
	I.1.048	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	48.30	LABOR/SERVICE
	I.1.049	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	48.30	LABOR/SERVICE
	I.1.050	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	55.20	LABOR/SERVICE
	I.1.051	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	62.10	LABOR/SERVICE
	I.1.052	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.75	LABOR/SERVICE
	I.1.053	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	11.50	LABOR/SERVICE
	I.1.054	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	17.25	LABOR/SERVICE
	I.1.055	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	I.1.056	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	I.1.057	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	I.1.058	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	I.1.059	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	I.1.060	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	I.1.061	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	6877.00	BOTH
	I.1.062	4"-6" Set-up for installations of <20 each total	EA	5290.00	BOTH

	I.1.063	4"-6" Set-up for installations of 20-50 each total	EA	3703.00	BOTH
	I.1.064	4"-6" Set-up for installations of 51-150 each total	EA	2116.00	BOTH
	I.1.065	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1150.00	BOTH
	I.1.066	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1725.00	BOTH
	I.1.067	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2300.00	BOTH
	I.1.068	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4600.00	BOTH
	I.1.069	Backyard Easement Setup (6" - 10")	EA	2875.00	BOTH
	I.1.070	Backyard Easement Setup (12" - 18")	EA	4025.00	BOTH
	I.1.071	Timber Matting for Large Diameter Setup	SY	86.25	BOTH
I	2	Pipebursting Rehabilitation and Additional Associated Items.			
	2A	Pipe Bursting Rehabilitation for Sewer Lines:			
	I.2A.001	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	80.50	BOTH
	I.2A.002	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	89.70	BOTH
	I.2A.003	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	97.75	BOTH
	I.2A.004	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	80.50	BOTH
	I.2A.005	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	89.70	BOTH
	I.2A.006	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	97.75	BOTH
	I.2A.007	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	86.25	BOTH
	I.2A.008	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	92.00	BOTH
	I.2A.009	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	103.50	BOTH
	I.2A.010	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	97.75	BOTH
	I.2A.011	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	103.50	BOTH
	I.2A.012	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	115.00	BOTH
	I.2A.013	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	126.50	BOTH
	I.2A.014	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	135.70	BOTH
	I.2A.015	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	155.25	BOTH
	I.2A.016	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	165.60	BOTH
	I.2A.017	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	184.00	BOTH
	I.2A.018	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	218.50	BOTH
	I.2A.019	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	253.00	BOTH
	I.2A.020	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	281.75	BOTH
	I.2A.021	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	304.75	BOTH
	I.2A.022	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	293.25	BOTH
	I.2A.023	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	333.50	BOTH
	I.2A.024	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	402.50	BOTH
	I.2A.025	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	517.50	BOTH
	I.2A.026	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	684.25	BOTH
	I.2A.027	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	747.50	BOTH
	I.2A.028	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	546.25	BOTH
	I.2A.029	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	718.75	BOTH
	I.2A.030	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	799.25	BOTH
	I.2A.031	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	4600.00	LABOR/SERVICE
	I.2A.032	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	7475.00	LABOR/SERVICE
	I.2A.033	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	14375.00	LABOR/SERVICE
	2B	Pipe Bursting Rehabilitation for Water Lines:			
	I.2B.001	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	126.50	BOTH
	I.2B.002	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	166.75	BOTH
	I.2B.003	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	204.13	BOTH
	I.2B.004	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	235.75	BOTH
	I.2B.005	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	255.88	BOTH
	I.2B.006	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	284.63	BOTH
	I.2B.007	6" Flow Stop	EA	14375.00	BOTH
	I.2B.008	8" Flow Stop	EA	18400.00	BOTH
	I.2B.009	10" Flow Stop	EA	20700.00	BOTH
	I.2B.010	12" Flow Stop	EA	24150.00	BOTH
	I.2B.011	3/4" Service Tap, Install on 4"-8" Waterline	EA	2300.00	BOTH
	I.2B.012	1" Service Tap, Install on 4"-8" Waterline	EA	2530.00	BOTH
	I.2B.013	1.5" Service Tap, Install on 4"-8" Waterline	EA	3220.00	BOTH
	I.2B.014	2" Service Tap, Install on 4"-8" Waterline	EA	4600.00	BOTH
	I.2B.015	3/4" Service Tap, Install on 10"-12" Waterline	EA	2300.00	BOTH
	I.2B.016	1" Service Tap, Install on 10"-12" Waterline	EA	2530.00	BOTH
	I.2B.017	1.5" Service Tap, Install on 10"-12" Waterline	EA	3220.00	BOTH
	I.2B.018	2" Service Tap, Install on 10"-12" Waterline	EA	5175.00	BOTH
	I.2B.019	Install 4"-8" tee, to any size	EA	7820.00	BOTH
	I.2B.020	Install 10"-12" tee, to any size	EA	11500.00	BOTH
	I.2B.021	Install 4"-8" mechanical joint wet connection, to any size	EA	5750.00	BOTH
	I.2B.022	Install 10"-12" wet connection, to any size	EA	13800.00	BOTH
	I.2B.023	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	690.00	BOTH
	I.2B.024	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	1380.00	BOTH

	I.2B.025	Annual and void space grouting	CY	460.00	BOTH
	I.2B.026	Install 1" Corporation Stop with Valve Box	EA	1150.00	BOTH
	I.2B.027	Install 2" Corporation Stop with Valve Box	EA	1840.00	BOTH
	I.2B.028	Install 4" gate valve & box	EA	1610.00	BOTH
	I.2B.029	Install 6" gate valve & box	EA	2070.00	BOTH
	I.2B.030	Install 8" gate valve & box	EA	2990.00	BOTH
	I.2B.031	Install 12" gate valve & box	EA	5520.00	BOTH
	I.2B.032	Install 8"x2" service saddle	EA	2300.00	BOTH
	I.2B.033	Install 12"x1" service saddle	EA	2990.00	BOTH
	I.2B.034	Install 12"x2" service saddle	EA	3220.00	BOTH
	I.2B.035	Connect new 1" water line w/existing 1" water line	EA	690.00	BOTH
	I.2B.036	Connect new 2" water line w/existing 2" water line	EA	1150.00	BOTH
	I.2B.037	Connect new 4" water line w/existing 4" water line	EA	1380.00	BOTH
	I.2B.038	Connect new 6" water line w/existing 6" water line	EA	1610.00	BOTH
	I.2B.039	Connect new 8" water line w/existing 8" water line	EA	1840.00	BOTH
	I.2B.040	Connect new 12" water line w/existing 12" water line	EA	2300.00	BOTH
	I.2B.041	Install 3/4 inch service connections	EA	1207.50	BOTH
	I.2B.042	Remove and dispose of existing fire hydrant	EA	1725.00	LABOR/SERVICE
	I.2B.043	Salvage existing fire hydrant and re-install in new location	EA	6325.00	LABOR/SERVICE
	I.2B.044	Repair pavement with cold mix asphalt	TON	287.50	BOTH
	I.2B.045	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	1610.00	BOTH
	I.2B.046	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	2070.00	BOTH
	I.2B.047	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	EA	11500.00	BOTH
I	3	Bypass for Gravity Pipelines and Additional Associated Items.			
	I.3.001	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	5175.00	LABOR/SERVICE
	I.3.002	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	8625.00	LABOR/SERVICE
	I.3.003	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	14375.00	LABOR/SERVICE
	I.3.004	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	27600.00	LABOR/SERVICE
	I.3.005	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	41400.00	LABOR/SERVICE
	I.3.006	Additional Length 8" Bypass Discharge Line over 1000 feet	LF	46.00	LABOR/SERVICE
	I.3.007	Additional Length 10" Bypass Discharge Line over 1000 feet	LF	60.95	LABOR/SERVICE
	I.3.008	Additional Length 12" Bypass Discharge Line over 1000 feet	LF	111.55	LABOR/SERVICE
	I.3.009	Additional Length 18" Bypass Discharge Line over 1000 feet	LF	167.90	LABOR/SERVICE
	I.3.010	Operate 4" pumping System per pump	DAY	632.50	LABOR/SERVICE
	I.3.011	Operate 6" pumping System per pump	DAY	3643.20	LABOR/SERVICE
	I.3.012	Operate 8" pumping System per pump	DAY	7134.60	LABOR/SERVICE
	I.3.013	Operate 12" pumping System per pump	DAY	11182.60	LABOR/SERVICE
	I.3.014	Operate 18" pumping System per pump	DAY	22466.40	LABOR/SERVICE
	I.3.015	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DAY	3795.00	LABOR/SERVICE
	I.3.016	Bypass - Street Ramp (Setup, Operate, Maintain)	DAY	3795.00	LABOR/SERVICE
	I.3.017	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	117.30	LABOR/SERVICE
	I.3.018	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	117.30	LABOR/SERVICE
	I.3.019	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	117.30	LABOR/SERVICE
	I.3.020	PIPE FUSION MACHINE 6"-18"	DAY	791.20	LABOR/SERVICE
	I.3.021	PIPE FUSION MACHINE 4" - 12"	DAY	695.75	LABOR/SERVICE
	I.3.022	PUMP 3" SELF PRIME - DIESEL	DAY	111.55	LABOR/SERVICE
	I.3.023	PUMP 3" VENTURI PRIME - DIESEL	DAY	134.55	LABOR/SERVICE
	I.3.024	PUMP 4" VAC ASSIST - DIESEL	DAY	187.45	LABOR/SERVICE
	I.3.025	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	DAY	194.35	LABOR/SERVICE
	I.3.026	PUMP 6" VAC ASSIST - DIESEL	DAY	207.00	LABOR/SERVICE
	I.3.027	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	DAY	242.65	LABOR/SERVICE
	I.3.028	PUMP 8" VENTURI PRIME - DIESEL	DAY	326.60	LABOR/SERVICE
	I.3.029	PUMP 8" SUPER VENTURI PRIME - DIESEL	DAY	326.60	LABOR/SERVICE
	I.3.030	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	326.60	LABOR/SERVICE
	I.3.031	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	569.25	LABOR/SERVICE
	I.3.032	PUMP 12" VENTURI PRIME - DIESEL	DAY	543.95	LABOR/SERVICE
	I.3.033	PUMP 12" VAC ASSIST - DIESEL	DAY	543.95	LABOR/SERVICE
	I.3.034	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	DAY	759.00	LABOR/SERVICE
	I.3.035	PUMP 12" SUPERVAC ASSIST - DIESEL	DAY	543.95	LABOR/SERVICE
	I.3.036	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	DAY	759.00	LABOR/SERVICE
	I.3.037	PUMP 14" VAC ASSIST - DIESEL	DAY	959.10	LABOR/SERVICE
	I.3.038	PUMP 18" VAC ASSIST - DIESEL	DAY	1550.20	LABOR/SERVICE
	I.3.039	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	DAY	1107.45	LABOR/SERVICE
	I.3.040	PUMP 10X8 VAC ASSIST - DIESEL	DAY	554.30	LABOR/SERVICE
	I.3.041	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	DAY	791.20	LABOR/SERVICE
	I.3.042	PUMP 1" TO 1.5" AOD - POLY	DAY	85.10	LABOR/SERVICE
	I.3.043	PUMP 2" AOD - ALUMINUM	DAY	59.80	LABOR/SERVICE
	I.3.044	PUMP 2" AOD - STAINLESS	DAY	120.75	LABOR/SERVICE

	I.3.045	PUMP 2" AOD - POLY	DAY	147.20	LABOR/SERVICE
	I.3.046	PUMP 3" AOD - ALUMINUM	DAY	67.85	LABOR/SERVICE
	I.3.047	PUMP 3" AOD - STAINLESS	DAY	147.20	LABOR/SERVICE
	I.3.048	PUMP 2" TRASH	DAY	95.45	LABOR/SERVICE
	I.3.049	PUMP 3" TRASH	DAY	134.55	LABOR/SERVICE
	I.3.050	PUMP 4" TRASH	DAY	186.30	LABOR/SERVICE
	I.3.051	PUMP 4" HYDRAULIC HEAD - VORTEX	DAY	158.70	LABOR/SERVICE
	I.3.052	4" HYDRAULIC PUMP HEAD - CAST IRON	DAY	158.70	LABOR/SERVICE
	I.3.053	4" HYDRAULIC PUMP HEAD - SLUDGE	DAY	158.70	LABOR/SERVICE
	I.3.054	6" HYDRAULIC PUMP HEAD - CAST IRON	DAY	189.75	LABOR/SERVICE
	I.3.055	6" HYDRAULIC PUMP HEAD - STAINLESS	DAY	189.75	LABOR/SERVICE
	I.3.056	6" HYDRAULIC PUMP HEAD - SLUDGE	DAY	189.75	LABOR/SERVICE
	I.3.057	8" HYDRAULIC PUMP HEAD - CAST IRON	DAY	238.05	LABOR/SERVICE
	I.3.058	12" HYDRAULIC PUMP HEAD - CAST IRON	DAY	316.25	LABOR/SERVICE
	I.3.059	25HP HYDRAULIC POWER UNIT	DAY	238.05	LABOR/SERVICE
	I.3.060	65HP HYDRAULIC POWER UNIT	DAY	316.25	LABOR/SERVICE
	I.3.061	150HP HYDRAULIC POWER UNIT	DAY	739.45	LABOR/SERVICE
	I.3.062	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DAY	316.25	LABOR/SERVICE
	I.3.063	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DAY	474.95	LABOR/SERVICE
	I.3.064	GATE VALVE 6" AND UNDER STAINLESS STEEL	DAY	25.30	LABOR/SERVICE
	I.3.065	GATE VALVE 8"	DAY	24.15	LABOR/SERVICE
	I.3.066	GATE VALVE 8" STAINLESS STEEL	DAY	48.30	LABOR/SERVICE
	I.3.067	GATE VALVE 12"	DAY	9.20	LABOR/SERVICE
	I.3.068	GATE VALVE 12" STAINLESS STEEL	DAY	35.65	LABOR/SERVICE
	I.3.069	GATE VALVE 14"	DAY	25.30	LABOR/SERVICE
	I.3.070	18" KNIFE GATE VALVE	DAY	234.60	LABOR/SERVICE
	I.3.071	GATE VALVE 12"	DAY	9.20	LABOR/SERVICE
	I.3.072	4" CHECK VALVE	DAY	20.70	LABOR/SERVICE
	I.3.073	12" CHECK VALVE	DAY	59.80	LABOR/SERVICE
	I.3.074	STANDALONE PUMP MANIFOLD	DAY	238.05	LABOR/SERVICE
	I.3.075	HOSE 2X20 PVC SUCTION - CAMLOCK	DAY	16.10	LABOR/SERVICE
	I.3.076	HOSE 2X20 RUBBER SUCTION - CAMLOCK	DAY	16.10	LABOR/SERVICE
	I.3.077	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	DAY	16.10	LABOR/SERVICE
	I.3.078	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	11.50	LABOR/SERVICE
	I.3.079	HOSE 3X20 PVC SUCTION - CAMLOCK	DAY	42.55	LABOR/SERVICE
	I.3.080	HOSE 3X20 TANK TRUCK - CAMLOCK	DAY	42.55	LABOR/SERVICE
	I.3.081	HOSE 3X20 RUBBER SUCTION - CAMLOCK	DAY	42.55	LABOR/SERVICE
	I.3.082	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	12.65	LABOR/SERVICE
	I.3.083	HOSE 4X10 RUBBER SUCTION - QC	DAY	24.15	LABOR/SERVICE
	I.3.084	HOSE 4X20 PVC SUCTION - CAMLOCK	DAY	18.40	LABOR/SERVICE
	I.3.085	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	DAY	31.05	LABOR/SERVICE
	I.3.086	HOSE 4X20 OSD - FLANGED	DAY	40.25	LABOR/SERVICE
	I.3.087	HOSE 4X20 TANK TRUCK - FLANGED	DAY	40.25	LABOR/SERVICE
	I.3.088	HOSE 4X20 TANK TRUCK - CAMLOCK	DAY	31.05	LABOR/SERVICE
	I.3.089	HOSE 4X20 RUBBER SUCTION - CAMLOCK	DAY	31.05	LABOR/SERVICE
	I.3.090	HOSE 4X20 RUBBER SUCTION - QC	DAY	31.05	LABOR/SERVICE
	I.3.091	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	31.05	LABOR/SERVICE
	I.3.092	HOSE 4X50 LAYFLAT DISCHARGE - QC	DAY	31.05	LABOR/SERVICE
	I.3.093	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	DAY	31.05	LABOR/SERVICE
	I.3.094	HOSE 6X10 RUBBER SUCTION - CAMLOCK	DAY	31.05	LABOR/SERVICE
	I.3.095	HOSE 6X10 RUBBER SUCTION - QC	DAY	31.05	LABOR/SERVICE
	I.3.096	HOSE 6X20 PVC SUCTION - CAMLOCK	DAY	31.05	LABOR/SERVICE
	I.3.097	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	DAY	56.35	LABOR/SERVICE
	I.3.098	HOSE 6X20 KANAFLEX SUCTION - QC	DAY	56.35	LABOR/SERVICE
	I.3.099	HOSE 6X20 COMPOSITE OSD - FLANGED	DAY	56.35	LABOR/SERVICE
	I.3.100	HOSE 6X20 OSD - FLANGED	DAY	56.35	LABOR/SERVICE
	I.3.101	HOSE 6X20 TANK TRUCK - CAMLOCK	DAY	56.35	LABOR/SERVICE
	I.3.102	HOSE 6X20 RUBBER SUCTION - CAMLOCK	DAY	56.35	LABOR/SERVICE
	I.3.103	HOSE 6X20 RUBBER SUCTION - QC	DAY	56.35	LABOR/SERVICE
	I.3.104	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	56.35	LABOR/SERVICE
	I.3.105	HOSE 6X50 LAYFLAT DISCHARGE - QC	DAY	56.35	LABOR/SERVICE
	I.3.106	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	DAY	56.35	LABOR/SERVICE
	I.3.107	HOSE 8X10 KANAFLEX SUCTION - QC	DAY	95.45	LABOR/SERVICE
	I.3.108	HOSE 8X10 RUBBER SUCTION - QC	DAY	63.25	LABOR/SERVICE
	I.3.109	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	DAY	63.25	LABOR/SERVICE
	I.3.110	HOSE 8X20 KANAFLEX SUCTION - QC	DAY	63.25	LABOR/SERVICE
	I.3.111	HOSE 8X20 COMPOSITE OSD - FLANGED	DAY	63.25	LABOR/SERVICE
	I.3.112	HOSE 8X20 OSD - FLANGED	DAY	63.25	LABOR/SERVICE
	I.3.113	HOSE 8X20 RUBBER SUCTION - QC	DAY	63.25	LABOR/SERVICE
	I.3.114	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	63.25	LABOR/SERVICE
	I.3.115	HOSE 8X50 LAYFLAT DISCHARGE - QC	DAY	63.25	LABOR/SERVICE
	I.3.116	HOSE 8X50 RUBBER DISCHARGE - QC	DAY	63.25	LABOR/SERVICE
	I.3.117	HOSE 10X20 OSD - FLANGED	DAY	72.45	LABOR/SERVICE
	I.3.118	HOSE 12X10 STAINLESS - FLANGED	DAY	158.70	LABOR/SERVICE
	I.3.119	HOSE 12X10 OSD - FLANGED	DAY	105.80	LABOR/SERVICE

	I.3.120	HOSE 12X10 RUBBER SUCTION - FLANGED	DAY	105.80	LABOR/SERVICE
	I.3.121	HOSE 12X10 RUBBER SUCTION - QC	DAY	105.80	LABOR/SERVICE
	I.3.122	HOSE 12X20 OSD - FLANGED	DAY	95.45	LABOR/SERVICE
	I.3.123	HOSE 12X20 RUBBER SUCTION - QC	DAY	105.80	LABOR/SERVICE
	I.3.124	HOSE 12X25 OSD - FLANGED	DAY	94.30	LABOR/SERVICE
	I.3.125	HOSE 12X25 OSD DISCHARGE - FLANGED	DAY	94.30	LABOR/SERVICE
	I.3.126	HOSE 12X30 OSD DISCHARGE - FLANGED	DAY	187.45	LABOR/SERVICE
	I.3.127	HOSE 14X10 OSD - FLANGED	DAY	187.45	LABOR/SERVICE
	I.3.128	HOSE 14X20 OSD - FLANGED	DAY	182.85	LABOR/SERVICE
	I.3.129	6 X 6 CONTAINMENT BERM	DAY	80.50	LABOR/SERVICE
	I.3.130	8" 45 DEGREE QC ELBOW FITTING	DAY	24.15	LABOR/SERVICE
	I.3.131	8" 90 DEGREE BAUER FITTING	DAY	24.15	LABOR/SERVICE
	I.3.132	1 X 50 HYD HOSE	DAY	143.75	LABOR/SERVICE
	I.3.133	1-1/4 X 50 HYDRAULIC HOSE	DAY	143.75	LABOR/SERVICE
	I.3.134	FLANGED REDUCERS (ALL SIZES)	DAY	17.25	LABOR/SERVICE
	I.3.135	Y'S	DAY	9.20	LABOR/SERVICE
	I.3.136	T'S	DAY	17.25	LABOR/SERVICE
	I.3.137	STRAINERS (ALL SIZES)	DAY	9.20	LABOR/SERVICE
	I.3.138	BUTTERFLY VALVES	DAY	24.15	LABOR/SERVICE
	I.3.139	90'S	DAY	32.20	LABOR/SERVICE
	I.3.140	45'S	DAY	32.20	LABOR/SERVICE
	I.3.141	4" ISOLATION VALVE	DAY	24.15	LABOR/SERVICE
	I.3.142	GATE VALVE 6" AND UNDER	DAY	21.85	LABOR/SERVICE
	I.3.143	12" HDPE 90	DAY	24.15	LABOR/SERVICE
	I.3.144	SUCTION/DISCHARGE MANIFOLD	DAY	158.70	LABOR/SERVICE
	I.3.145	12 X 12 CONTAINMENT BERM	DAY	158.70	LABOR/SERVICE
	I.3.146	12"-18" PIPE PLUG	DAY	65.55	LABOR/SERVICE
	I.3.147	4 X 10 BAUER PIPE	DAY	24.15	LABOR/SERVICE
	I.3.148	6 X 10 BAUER PIPE	DAY	24.15	LABOR/SERVICE
	I.3.149	6 X 20 BAUER PIPE	DAY	32.20	LABOR/SERVICE
	I.3.150	8 X 10 BAUER PIPE	DAY	32.20	LABOR/SERVICE
	I.3.151	8 X 20 BAUER PIPE	DAY	32.20	LABOR/SERVICE
	I.3.152	10' BRIDGE STYLE ROAD CROSSING	DAY	474.95	LABOR/SERVICE
	I.3.153	12" ROAD CROSSING	DAY	93.15	LABOR/SERVICE
	I.3.154	12" ROAD CROSSING DOUBLE WIDE	DAY	158.70	LABOR/SERVICE
	I.3.155	8" ROAD CROSSING	DAY	158.70	LABOR/SERVICE
	I.3.156	10" ROAD CROSSING DOUBLE WIDE	DAY	158.70	LABOR/SERVICE
	I.3.157	12" ROAD CROSSING	DAY	158.70	LABOR/SERVICE
	I.3.158	12" ROAD CROSSING DOUBLE WIDE	DAY	158.70	LABOR/SERVICE
	I.3.159	18" ROAD CROSSING	DAY	238.05	LABOR/SERVICE
	I.3.160	12 X 10 TYPE A BAUER PIPE	DAY	32.20	LABOR/SERVICE
	I.3.161	JET ROD	DAY	112.70	LABOR/SERVICE
	I.3.162	15" - 30" PIPE PLUG	DAY	112.70	LABOR/SERVICE
	I.3.163	WELLPOINT RISER	DAY	6.90	LABOR/SERVICE
	I.3.164	SWING ARM ASSEMBLY	DAY	6.90	LABOR/SERVICE
	I.3.165	8" WELLPOINT HEADER PVC	DAY	32.20	LABOR/SERVICE
	I.3.166	8" SCHEDULE 40 PVC 90	DAY	16.10	LABOR/SERVICE
	I.3.167	8" SCHEDULE 40 PVC TEE	DAY	16.10	LABOR/SERVICE
	I.3.168	6X20 WELLPOINT HEADER PIPE	DAY	24.15	LABOR/SERVICE
	I.3.169	6" - 20" FUSION MACHINE	DAY	791.20	LABOR/SERVICE
	I.3.170	8" HDPE PIPE DR17	LF	6.90	LABOR/SERVICE
	I.3.171	12X8 HDPE REDUCER	DAY	17.25	LABOR/SERVICE
	I.3.172	12" HDPE PIPE SDR 17	LF	6.90	LABOR/SERVICE
	I.3.173	12" HDPE PIPE SDR 26	LF	6.90	LABOR/SERVICE
	I.3.174	14" HDPE 14 X 12 REDUCER	DAY	10.35	LABOR/SERVICE
	I.3.175	18X12 HDPE REDUCER	DAY	10.35	LABOR/SERVICE
	I.3.176	18" HDPE 90	DAY	10.35	LABOR/SERVICE
	I.3.177	18" HDPE SDR 32.5	DAY	4.60	LABOR/SERVICE
	I.3.178	18" HDPE FLG W/BACKUP RING	DAY	10.35	LABOR/SERVICE
	I.3.179	18" HDPE 45 BEND	DAY	10.35	LABOR/SERVICE
	I.3.180	18" KNIFE VALVE	DAY	80.50	LABOR/SERVICE
	I.3.181	HDPE 45'S	DAY	4.60	LABOR/SERVICE
	I.3.182	HDPE 90'S	DAY	4.60	LABOR/SERVICE
	I.3.183	18" HDPE PIPE DR17	LF	6.90	LABOR/SERVICE
	I.3.184	24" - 48" PIPE PLUG	DAY	202.40	LABOR/SERVICE
	I.3.185	8" PIPE PLUG	DAY	25.30	LABOR/SERVICE
	I.3.186	10" PIPE PLUG	DAY	31.05	LABOR/SERVICE
	I.3.187	12" PIPE PLUG	DAY	34.50	LABOR/SERVICE
	I.3.188	36" - 60" PIPE PLUG	DAY	376.05	LABOR/SERVICE
	I.3.189	12" FLNG TEE FLOAT HDPE	DAY	9.20	LABOR/SERVICE
	I.3.190	18 HDPE FLOATING TEE SUCTION	DAY	12.65	LABOR/SERVICE
	I.3.191	18" X 4" SADDLE	DAY	24.15	LABOR/SERVICE
	I.3.192	4" QC 45 BEND	DAY	9.20	LABOR/SERVICE
	I.3.193	4" QC 90 BEND	DAY	9.20	LABOR/SERVICE
	I.3.194	END CAP 6"	DAY	9.20	LABOR/SERVICE

	I.3.195	6" QC FLG X SOCKET	DAY	6.90	LABOR/SERVICE
	I.3.196	6" QC TEE	DAY	4.60	LABOR/SERVICE
	I.3.197	6" QC 45 BEND	DAY	6.90	LABOR/SERVICE
	I.3.198	16" HDPE PIPE	DAY	4.60	LABOR/SERVICE
	I.3.199	6" QC 90 BEND	DAY	6.90	LABOR/SERVICE
	I.3.200	8" QC FLG X SOCKET	DAY	4.60	LABOR/SERVICE
	I.3.201	8X12 QC ENLARGER	DAY	6.90	LABOR/SERVICE
	I.3.202	8"QC MPT X BALL	DAY	6.90	LABOR/SERVICE
	I.3.203	8 X 6 QC REDUCER	DAY	6.90	LABOR/SERVICE
	I.3.204	8" QC STRAINER	DAY	9.20	LABOR/SERVICE
	I.3.205	8" QC TEE	DAY	4.60	LABOR/SERVICE
	I.3.206	8" QC 45 BEND	DAY	4.60	LABOR/SERVICE
	I.3.207	8" QC FLG X BALL	DAY	19.55	LABOR/SERVICE
	I.3.208	8" QC 90 BEND	DAY	4.60	LABOR/SERVICE
	I.3.209	FLOAT SWITCH	DAY	11.50	LABOR/SERVICE
	I.3.210	8 X 20 QCP PIPE DR26	DAY	32.20	LABOR/SERVICE
	I.3.211	12" QC 90	DAY	6.90	LABOR/SERVICE
	I.3.212	12" QC 45	DAY	6.90	LABOR/SERVICE
	I.3.213	FITTING ELBOW 4" 90 DEGREES	DAY	9.20	LABOR/SERVICE
	I.3.214	FITTING ELBOW 8" 90 DEGREES	DAY	24.15	LABOR/SERVICE
	I.3.215	PUMP HYDROSTATIC TEST 10K PSI AIR	DAY	55.20	LABOR/SERVICE
	I.3.216	PUMP HYDROSTATIC TEST 8K PSI	DAY	74.75	LABOR/SERVICE
	I.3.217	HOSE 8' PUMP HYDROSTATIC TEST	DAY	93.15	LABOR/SERVICE
	I.3.218	PUMP WATCH PER 8 HOUR SHIFT	8HR	2530.00	LABOR/SERVICE
	I.3.219	HYDROSTATIC TESTING OF PIPING	HOURL	506.00	LABOR/SERVICE
	I.3.220	24 HOUR SYSTEM TEST	HOURL	506.00	LABOR/SERVICE
	I.3.221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3036.00	LABOR/SERVICE
	I.3.222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3795.00	LABOR/SERVICE
	I.3.223	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5439.50	LABOR/SERVICE
	I.3.224	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5313.00	LABOR/SERVICE
	I.3.225	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	6957.50	LABOR/SERVICE
	I.3.226	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	DAY	1897.50	LABOR/SERVICE
I	4	Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items.			
	I.4.001	Sewer Main Television Inspection (8" through 15" Diameter)	LF	4.60	LABOR/SERVICE
	I.4.002	Sewer Main Television Inspection (18" through 24" Diameter)	LF	6.90	LABOR/SERVICE
	I.4.003	Sewer Main Television Inspection (27" through 36" Diameter)	LF	9.20	LABOR/SERVICE
	I.4.004	Sewer Main Television Inspection (42" through 48" Diameter)	LF	13.80	LABOR/SERVICE
	I.4.005	Sewer Main Television Inspection (54" through 60" Diameter)	LF	16.10	LABOR/SERVICE
	I.4.006	Sewer Main Television Inspection (66" through 72" Diameter)	LF	25.30	LABOR/SERVICE
	I.4.007	Sewer Main Television Inspection (78" through 90" Diameter)	LF	40.25	LABOR/SERVICE
	I.4.008	Sewer Main Television Insepection (96" through 108" Diameter)	LF	46.00	LABOR/SERVICE
	I.4.009	Sewer Main Cleaning - Normal (8" through 15" Diameter)	LF	9.20	LABOR/SERVICE
	I.4.010	Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	11.50	LABOR/SERVICE
	I.4.011	Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	17.25	LABOR/SERVICE
	I.4.012	Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	23.00	LABOR/SERVICE
	I.4.013	Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	28.75	LABOR/SERVICE
	I.4.014	Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	57.50	LABOR/SERVICE
	I.4.015	Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	86.25	LABOR/SERVICE
	I.4.016	Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	115.00	LABOR/SERVICE
	I.4.017	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	LF	23.00	LABOR/SERVICE
	I.4.018	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	40.25	LABOR/SERVICE
	I.4.019	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	51.75	LABOR/SERVICE
	I.4.020	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	63.25	LABOR/SERVICE
	I.4.021	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	86.25	LABOR/SERVICE
	I.4.022	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	109.25	LABOR/SERVICE
	I.4.023	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	132.25	LABOR/SERVICE
	I.4.024	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	155.25	LABOR/SERVICE
	I.4.025	6" Clean and TV storm sewer	LF	6.90	LABOR/SERVICE
	I.4.026	8" Clean and TV storm sewer	LF	6.90	LABOR/SERVICE
	I.4.027	10" Clean and TV storm sewer	LF	8.05	LABOR/SERVICE
	I.4.028	12" Clean and TV storm sewer	LF	8.05	LABOR/SERVICE
	I.4.029	15" Clean and TV storm sewer	LF	11.50	LABOR/SERVICE
	I.4.030	18" Clean and TV storm sewer	LF	17.25	LABOR/SERVICE
	I.4.031	21" Clean and TV storm sewer	LF	19.55	LABOR/SERVICE
	I.4.032	24" Clean and TV storm sewer	LF	23.00	LABOR/SERVICE
	I.4.033	27" Clean and TV storm sewer	LF	25.30	LABOR/SERVICE
	I.4.034	30" Clean and TV storm sewer	LF	32.20	LABOR/SERVICE
	I.4.035	33" Clean and TV storm sewer	LF	40.25	LABOR/SERVICE
	I.4.036	36" Clean and TV storm sewer	LF	48.30	LABOR/SERVICE

	I.4.037	42" Clean and TV storm sewer	LF	64.40	LABOR/SERVICE
	I.4.038	48" Clean and TV storm sewer	LF	80.50	LABOR/SERVICE
	I.4.039	54" Clean and TV storm sewer	LF	95.45	LABOR/SERVICE
	I.4.040	60" Clean and TV storm sewer	LF	115.00	LABOR/SERVICE
	I.4.041	66" Clean and TV storm sewer	LF	132.25	LABOR/SERVICE
	I.4.042	72" Clean and TV storm sewer	LF	149.50	LABOR/SERVICE
	I.4.043	78" Clean and TV storm sewer	LF	166.75	LABOR/SERVICE
	I.4.044	84" Clean and TV storm sewer	LF	184.00	LABOR/SERVICE
	I.4.045	90" Clean and TV storm sewer	LF	201.25	LABOR/SERVICE
	I.4.046	96" Clean and TV storm sewer	LF	218.50	LABOR/SERVICE
	I.4.047	102" Clean and TV storm sewer	LF	235.75	LABOR/SERVICE
	I.4.048	108" Clean and TV storm sewer	LF	253.00	LABOR/SERVICE
	I.4.049	114" Clean and TV storm sewer	LF	270.25	LABOR/SERVICE
	I.4.050	Greater than 114" Clean and TV storm sewer	LF	287.50	LABOR/SERVICE
	I.4.051	6" - 12" Post TV Inspection After Rehabilitation	LF	5.75	LABOR/SERVICE
	I.4.052	14" - 20" Post TV Inspection After Rehabilitation	LF	5.75	LABOR/SERVICE
	I.4.053	21" - 36" Post TV Inspection After Rehabilitation	LF	10.35	LABOR/SERVICE
	I.4.054	37"- 42" Post TV Inspection After Rehabilitation	LF	13.80	LABOR/SERVICE
	I.4.055	43"- 48" Post TV Inspection After Rehabilitation	LF	25.30	LABOR/SERVICE
	I.4.056	49"- 54" Post TV Inspection After Rehabilitation	LF	36.80	LABOR/SERVICE
	I.4.057	55"- 60" Post TV Inspection After Rehabilitation	LF	48.30	LABOR/SERVICE
	I.4.058	61"- 72" Post TV Inspection After Rehabilitation	LF	59.80	LABOR/SERVICE
	I.4.059	73" or Larger Post TV Inspection After Rehabilitation	LF	71.30	LABOR/SERVICE
	I.4.060	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	4958.80	LABOR/SERVICE
	I.4.061	Major Lift Station Cleaning - Additional Hours	HR	1239.70	LABOR/SERVICE
	I.4.062	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1322.50	LABOR/SERVICE
	I.4.063	Minor Lift Station Cleaning - Additional Hours	HR	345.00	LABOR/SERVICE
	I.4.064	Vactor Truck Services	HR	575.00	LABOR/SERVICE
	I.4.065	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	103.50	LABOR/SERVICE
	I.4.066	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	402.50	LABOR/SERVICE
	I.4.067	Re-setup for TV Due to Point Repairs or Obstructions	EA	345.00	LABOR/SERVICE
	I.4.068	Mechanical Root removal	LF	9.20	LABOR/SERVICE
	I.4.069	Grease removal	LF	5.75	LABOR/SERVICE
	I.4.070	Other Remote Obstruction removal (max. 5 lf)	EA	793.50	LABOR/SERVICE
	I.4.071	Smoke Testing	LF	2.12	LABOR/SERVICE
	I.4.072	Manhole/Cleanout & Sewer Line Visual Inspection	EA	211.60	LABOR/SERVICE
	I.4.073	GPS Survey of Manholes & Cleanouts	EA	460.00	LABOR/SERVICE
	I.4.074	Heavy Debris Removal - MAN ENTRY	EA	287.50	LABOR/SERVICE
	I.4.075	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	575.00	LABOR/SERVICE
	I.4.076	Heavy Debris Removal - REMOTE ENTRY	LF	1150.00	LABOR/SERVICE
	I.4.077	Dyed Water Flooding/Leak Quantification & Evaluation	EA	370.30	LABOR/SERVICE
I	5	Excavation and Additional Associated Items.			
	I.5.001	6" - 8" Point repair (0'- 8' deep)	EA	5554.50	BOTH
	I.5.002	6" - 8" Point repair (8'- 12' deep)	EA	6348.00	BOTH
	I.5.003	6" - 8" Point repair (12'-16' deep)	EA	11902.50	BOTH
	I.5.004	10" - 12" Point repair (0'- 8' deep)	EA	5819.00	BOTH
	I.5.005	10" - 12" Point repair (8'- 12' deep)	EA	6612.50	BOTH
	I.5.006	10" - 12" Point repair (12'-16' deep)	EA	13225.00	BOTH
	I.5.007	15" - 18" Point repair (0'-8' deep)	EA	7935.00	BOTH
	I.5.008	15" - 18" Point repair (8'-12' deep)	EA	9257.50	BOTH
	I.5.009	15" - 18" Point repair (12'-16' deep)	EA	15870.00	BOTH
	I.5.010	21" - 24" Point repair (0'-8' deep)	EA	15870.00	BOTH
	I.5.011	21" - 24" Point repair (8'-12' deep)	EA	18515.00	BOTH
	I.5.012	21" - 24" Point repair (12'-16' deep)	EA	23805.00	BOTH
	I.5.013	6" - 8" Point repair extra length over 10 linear feet	LF	103.16	BOTH
	I.5.014	10" - 12" Point repair extra length over 10 linear feet	LF	103.16	BOTH
	I.5.015	15" - 18" Point repair extra length over 10 linear feet	LF	158.70	BOTH
	I.5.016	21" - 24" Point repair extra length over 10 linear feet	LF	238.05	BOTH
	I.5.017	Obstruction Removal (0'- 12' deep)	EA	3967.50	LABOR/SERVICE
	I.5.018	Obstruction Removal (12'- 15' deep)	EA	6612.50	LABOR/SERVICE
	I.5.019	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1454.75	LABOR/SERVICE
	I.5.020	External reconnect (8'- 12' deep) up to 5 linear feet	EA	1983.75	LABOR/SERVICE
	I.5.021	External reconnect (12'- 16' deep) up to 5 linear feet	EA	4628.75	LABOR/SERVICE
	I.5.022	External reconnect (16-20' deep) up to 5 linear feet	EA	11241.25	LABOR/SERVICE
	I.5.023	External reconnect (over 20' deep) up to 5 linear feet	EA	16531.25	LABOR/SERVICE
	I.5.024	Extra length service connection over 5 linear feet	LF	146.05	LABOR/SERVICE
	I.5.025	Remove and replace or install cleanout	EA	2116.00	BOTH
	I.5.026	New pipe installation by open cut 6" - 8" (0'- 8' deep)	LF	86.25	BOTH
	I.5.027	New pipe installation by open cut 6" - 8" (8'- 12' deep)	LF	92.00	BOTH
	I.5.028	New pipe installation by open cut 6" - 8" (12'-16' deep)	LF	120.75	BOTH
	I.5.029	New pipe installation by open cut 10" - 12" (0'- 8' deep)	LF	90.85	BOTH
	I.5.030	New pipe installation by open cut 10" - 12" (8'- 12' deep)	LF	98.90	BOTH
	I.5.031	New pipe installation by open cut 10" - 12" (12'-16' deep)	LF	132.25	BOTH
	I.5.032	New pipe installation by open cut 15" - 18" (0'-8' deep)	LF	143.75	BOTH

	I.5.033	New pipe installation by open cut 15" - 18" (8'-12' deep)	LF	166.75	BOTH
	I.5.034	New pipe installation by open cut 15" - 18" (12'-16' deep)	LF	189.75	BOTH
	I.5.035	New pipe installation by open cut 21" - 24" (0'-8' deep)	LF	166.75	BOTH
	I.5.036	New pipe installation by open cut 21" - 24" (8'-12' deep)	LF	189.75	BOTH
	I.5.037	New pipe installation by open cut 21" - 24" (12'-16' deep)	LF	212.75	BOTH
	I.5.038	Mobilization for open cut WO under 200' of pipe	EA	5175.00	LABOR/SERVICE
	I.5.039	Connection to existing manhole for open cut intallation	EA	2300.00	LABOR/SERVICE
	I.5.040	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	4025.00	BOTH
	I.5.041	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	4186.00	BOTH
	I.5.042	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	4347.00	BOTH
	I.5.043	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	4669.00	BOTH
	I.5.044	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	4991.00	BOTH
	I.5.045	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	5474.00	BOTH
	I.5.046	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	6118.00	BOTH
	I.5.047	Access Pit (0'-8' deep)	EA	3306.25	LABOR/SERVICE
	I.5.048	Access Pit (8'-12' deep)	EA	4628.75	LABOR/SERVICE
	I.5.049	Access Pit (12'-16' deep)	EA	8596.25	LABOR/SERVICE
	I.5.050	Access Pit (16'-20' deep)	EA	11241.25	LABOR/SERVICE
	I.5.051	Access Pit (over 20' deep)	EA	17250.00	LABOR/SERVICE
	I.5.052	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2645.00	LABOR/SERVICE
	I.5.053	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	3306.25	LABOR/SERVICE
	I.5.054	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	4628.75	LABOR/SERVICE
	I.5.055	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	8596.25	LABOR/SERVICE
	I.5.056	Trench safety (0-8' deep)	LF	6.61	LABOR/SERVICE
	I.5.057	Trench safety (8-12' deep)	LF	10.35	LABOR/SERVICE
	I.5.058	Trench safety (12-16' deep)	LF	23.00	LABOR/SERVICE
	I.5.059	Trench safety (16-20' deep)	LF	40.25	LABOR/SERVICE
	I.5.060	Trench safety over 20' deep)	LF	115.00	LABOR/SERVICE
	I.5.061	Install New 4' DIA precast manhole 0' - 6' deep	EA	6877.00	BOTH
	I.5.062	Extra depth 4' DIA precast manhole over 6' deep	VF	727.95	BOTH
	I.5.063	Install New 5' DIA precast manhole 0' - 6' deep	EA	8993.00	BOTH
	I.5.064	Extra depth 5' DIA precast manhole over 6' deep	VF	992.45	BOTH
	I.5.065	Install New 6' DIA precast manhole 0' - 6' deep	EA	12960.50	BOTH
	I.5.066	Extra depth 6' DIA precast manhole over 6' deep	VF	1396.10	BOTH
	I.5.067	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	7273.75	BOTH
	I.5.068	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	727.95	BOTH
	I.5.069	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	9257.50	BOTH
	I.5.070	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	1051.10	BOTH
	I.5.071	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	15870.00	BOTH
	I.5.072	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1396.10	BOTH
	I.5.073	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	16531.25	BOTH
	I.5.074	Extra Depth Type B Structure, greater than 6' depth	VF	992.45	BOTH
	I.5.075	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	16531.25	BOTH
	I.5.076	Extra Depth Type C Structure, greater than 6' depth	VF	992.45	BOTH
	I.5.077	Cement stabilized sand	TON	50.60	MATERIAL/GOODS
	I.5.078	Granular backfill/Crushed Rock	TON	47.15	MATERIAL/GOODS
	I.5.079	Flowable Fill	CY	230.00	MATERIAL/GOODS
	I.5.080	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	9918.75	LABOR/SERVICE
	I.5.081	Extra length dewatering over 20 linear feet	LF	230.00	LABOR/SERVICE
	I.5.082	Operation Maintain Well Points by the Day	DAY	1124.70	LABOR/SERVICE
	I.5.083	Extra hand excavation	CY	165.60	LABOR/SERVICE
I	8	CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipelines and Additional Associated Items.			
	I.8.001	6" Installation of Pressure Pipe Lining (Potable)	LF	414.00	BOTH
	I.8.002	8" Installation of Pressure Pipe Lining (Potable)	LF	465.75	BOTH
	I.8.003	10" Installation of Pressure Pipe Lining (Potable)	LF	534.75	BOTH
	I.8.004	12" Installation of Pressure Pipe Lining (Potable)	LF	593.40	BOTH
	I.8.005	15" Installation of Pressure Pipe Lining (Potable)	LF	672.75	BOTH
	I.8.006	18" Installation of Pressure Pipe Lining (Potable)	LF	810.75	BOTH
	I.8.007	21" Installation of Pressure Pipe Lining (Potable)	LF	903.90	BOTH
	I.8.008	24" Installation of Pressure Pipe Lining (Potable)	LF	1010.85	BOTH
	I.8.009	27" Installation of Pressure Pipe Lining (Potable)	LF	1104.00	BOTH
	I.8.010	30" Installation of Pressure Pipe Lining (Potable)	LF	1362.75	BOTH
	I.8.011	33" Installation of Pressure Pipe Lining (Potable)	LF	1587.00	BOTH
	I.8.012	36" Installation of Pressure Pipe Lining (Potable)	LF	1745.70	BOTH
	I.8.013	39" Installation of Pressure Pipe Lining (Potable)	LF	2007.90	BOTH
	I.8.014	42" Installation of Pressure Pipe Lining (Potable)	LF	2380.50	BOTH
	I.8.015	48" Installation of Pressure Pipe Lining (Potable)	LF	3174.00	BOTH
	I.8.016	54" Installation of Pressure Pipe Lining (Potable)	LF	3795.00	BOTH
	I.8.017	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	310.50	BOTH
	I.8.018	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	379.50	BOTH
	I.8.019	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	448.50	BOTH

	I.8.020	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	517.50	BOTH
	I.8.021	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	586.50	BOTH
	I.8.022	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	724.50	BOTH
	I.8.023	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	800.40	BOTH
	I.8.024	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	983.25	BOTH
	I.8.025	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1104.00	BOTH
	I.8.026	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1259.25	BOTH
	I.8.027	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1483.50	BOTH
	I.8.028	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1745.70	BOTH
	I.8.029	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1914.75	BOTH
	I.8.030	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2311.50	BOTH
	I.8.031	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3105.00	BOTH
	I.8.032	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3450.00	BOTH
	I.8.033	6" Installation of End Seal	EA	4761.00	BOTH
	I.8.034	8" Installation of End Seal	EA	4761.00	BOTH
	I.8.035	10" Installation of End Seal	EA	4761.00	BOTH
	I.8.036	12" Installation of End Seal	EA	4761.00	BOTH
	I.8.037	15" Installation of End Seal	EA	6348.00	BOTH
	I.8.038	18" Installation of End Seal	EA	7935.00	BOTH
	I.8.039	21" Installation of End Seal	EA	7935.00	BOTH
	I.8.040	24" Installation of End Seal	EA	9522.00	BOTH
	I.8.041	27" Installation of End Seal	EA	9522.00	BOTH
	I.8.042	30" Installation of End Seal	EA	9522.00	BOTH
	I.8.043	33" Installation of End Seal	EA	11109.00	BOTH
	I.8.044	36" Installation of End Seal	EA	11109.00	BOTH
	I.8.045	39" Installation of End Seal	EA	12696.00	BOTH
	I.8.046	42" Installation of End Seal	EA	12696.00	BOTH
	I.8.047	48" Installation of End Seal	EA	15870.00	BOTH
	I.8.048	54" Installation of End Seal	EA	15870.00	BOTH
	I.8.049	6" to 12" System set-up charge (<150 lf)	EA	4761.00	LABOR/SERVICE
	I.8.050	15" to 21" System set-up charge (<150 lf)	EA	4761.00	LABOR/SERVICE
	I.8.051	24" to 33" System set-up charge (<150 lf)	EA	4761.00	LABOR/SERVICE
	I.8.052	36" to 54" System set-up charge (<150 lf)	EA	4761.00	LABOR/SERVICE
I	9	Pressure Pipeline Bypass and Additional Associated Items.			
	I.9.001	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	152.95	LABOR/SERVICE
	I.9.002	Connection of each service from 2"- 4" AWWA approved bypass	EA	1752.60	LABOR/SERVICE
	I.9.003	Operation of 2"- 4" AWWA approved bypass	Day	3808.80	LABOR/SERVICE
	I.9.004	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	190.90	LABOR/SERVICE
	I.9.005	Connection of each service from 6"- 8" AWWA approved bypass	EA	1943.50	LABOR/SERVICE
	I.9.006	Operation of 6"- 8" AWWA approved bypass	Day	4571.25	LABOR/SERVICE
	I.9.007	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	228.85	LABOR/SERVICE
	I.9.008	Connection of each service from 10"- 12" AWWA approved bypass	EA	2380.50	LABOR/SERVICE
	I.9.009	Operation of 10"- 12" AWWA approved bypass	Day	7617.60	LABOR/SERVICE
	I.9.010	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	571.55	LABOR/SERVICE
	I.9.011	Connection of each service from 13"- 19" AWWA approved bypass	EA	2475.95	LABOR/SERVICE
	I.9.012	Operation of 13"- 19" AWWA approved bypass	Day	9522.00	LABOR/SERVICE
	I.9.013	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	762.45	LABOR/SERVICE
	I.9.014	Connection of each service from 20"- 24" AWWA approved bypass	EA	3808.80	LABOR/SERVICE
	I.9.015	Operation of 20"- 24" AWWA approved bypass	Day	9522.00	LABOR/SERVICE
	I.9.016	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	1334.00	LABOR/SERVICE
	I.9.017	Connection of each service from 25"- 30" AWWA approved bypass	EA	3808.80	LABOR/SERVICE
	I.9.018	Operation of 25"- 30" AWWA approved bypass	Day	11426.40	LABOR/SERVICE
	I.9.019	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1714.65	LABOR/SERVICE
	I.9.020	Connection of each service from 31"- 37" AWWA approved bypass	EA	3808.80	LABOR/SERVICE
	I.9.021	Operation of 31"- 37" AWWA approved bypass	Day	11426.40	LABOR/SERVICE
	I.9.022	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	2286.20	LABOR/SERVICE
	I.9.023	Connection of each service from 38"- 48" AWWA approved bypass	EA	3808.80	LABOR/SERVICE
	I.9.024	Operation of 38"- 48" AWWA approved bypass	Day	11426.40	LABOR/SERVICE
I	10	Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Additional Associated Items.			
	I.10.001	6" Cleaning with pressure propelled pigs	LF	32.20	LABOR/SERVICE
	I.10.002	8" Cleaning with pressure propelled pigs	LF	32.20	LABOR/SERVICE
	I.10.003	10" Cleaning with pressure propelled pigs	LF	32.20	LABOR/SERVICE
	I.10.004	12" Cleaning with pressure propelled pigs	LF	32.20	LABOR/SERVICE
	I.10.005	15" Cleaning with pressure propelled pigs	LF	48.30	LABOR/SERVICE
	I.10.006	18" Cleaning with pressure propelled pigs	LF	48.30	LABOR/SERVICE
	I.10.007	21" Cleaning with pressure propelled pigs	LF	48.30	LABOR/SERVICE
	I.10.008	24" Cleaning with pressure propelled pigs	LF	64.40	LABOR/SERVICE
	I.10.009	27" Cleaning with pressure propelled pigs	LF	64.40	LABOR/SERVICE
	I.10.010	30" Cleaning with pressure propelled pigs	LF	64.40	LABOR/SERVICE
	I.10.011	33" Cleaning with pressure propelled pigs	LF	64.40	LABOR/SERVICE
	I.10.012	36" Cleaning with pressure propelled pigs	LF	127.65	LABOR/SERVICE
	I.10.013	42" Cleaning with pressure propelled pigs	LF	127.65	LABOR/SERVICE
	I.10.014	48" Cleaning with pressure propelled pigs	LF	127.65	LABOR/SERVICE
	I.10.015	54" Cleaning with pressure propelled pigs	LF	127.65	LABOR/SERVICE
	I.10.016	6" Cleaning with scrapers or other attached tools	LF	48.30	LABOR/SERVICE

	I.10.017	8" Cleaning with scrapers or other attached tools	LF	48.30	LABOR/SERVICE
	I.10.018	10" Cleaning with scrapers or other attached tools	LF	48.30	LABOR/SERVICE
	I.10.019	12" Cleaning with scrapers or other attached tools	LF	48.30	LABOR/SERVICE
	I.10.020	15" Cleaning with scrapers or other attached tools	LF	64.40	LABOR/SERVICE
	I.10.021	18" Cleaning with scrapers or other attached tools	LF	64.40	LABOR/SERVICE
	I.10.022	21" Cleaning with scrapers or other attached tools	LF	64.40	LABOR/SERVICE
	I.10.023	24" Cleaning with scrapers or other attached tools	LF	79.35	LABOR/SERVICE
	I.10.024	27" Cleaning with scrapers or other attached tools	LF	79.35	LABOR/SERVICE
	I.10.025	30" Cleaning with scrapers or other attached tools	LF	79.35	LABOR/SERVICE
	I.10.026	33" Cleaning with scrapers or other attached tools	LF	111.55	LABOR/SERVICE
	I.10.027	36" Cleaning with scrapers or other attached tools	LF	111.55	LABOR/SERVICE
	I.10.028	42" Cleaning with scrapers or other attached tools	LF	127.65	LABOR/SERVICE
	I.10.029	48" Cleaning with scrapers or other attached tools	LF	158.70	LABOR/SERVICE
	I.10.030	54" Cleaning with scrapers or other attached tools	LF	190.90	LABOR/SERVICE
	I.10.031	6" Pressure pipe inspection	LF	13.80	LABOR/SERVICE
	I.10.032	8" Pressure pipe inspection	LF	13.80	LABOR/SERVICE
	I.10.033	10" Pressure pipe inspection	LF	16.10	LABOR/SERVICE
	I.10.034	12" Pressure pipe inspection	LF	16.10	LABOR/SERVICE
	I.10.035	15" Pressure pipe inspection	LF	16.10	LABOR/SERVICE
	I.10.036	18" Pressure pipe inspection	LF	23.00	LABOR/SERVICE
	I.10.037	21" Pressure pipe inspection	LF	23.00	LABOR/SERVICE
	I.10.038	24" Pressure pipe inspection	LF	23.00	LABOR/SERVICE
	I.10.039	27" Pressure pipe inspection	LF	23.00	LABOR/SERVICE
	I.10.040	30" Pressure pipe inspection	LF	23.00	LABOR/SERVICE
	I.10.041	33" Pressure pipe inspection	LF	23.00	LABOR/SERVICE
	I.10.042	36" Pressure pipe inspection	LF	26.45	LABOR/SERVICE
	I.10.043	42" Pressure pipe inspection	LF	26.45	LABOR/SERVICE
	I.10.044	48" Pressure pipe inspection	LF	32.20	LABOR/SERVICE
	I.10.045	54" Pressure pipe inspection	LF	48.30	LABOR/SERVICE
	I.10.046	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	86.25	LABOR/SERVICE
I	12	Gravity Sewer Lateral Renewal Systems and Additional Associated Items.			
	I.12.001	4" Wye Top Hat PipePatch Kit	EA	175.95	MATERIAL/GOODS
	I.12.002	5" Wye Top Hat PipePatch Kit	EA	187.45	MATERIAL/GOODS
	I.12.003	6" Wye Top Hat PipePatch Kit	EA	200.10	MATERIAL/GOODS
	I.12.004	4" Tee Top Hat PipePatch Kit	EA	175.95	MATERIAL/GOODS
	I.12.005	5" Tee Top Hat PipePatch Kit	EA	187.45	MATERIAL/GOODS
	I.12.006	6" Tee Top Hat PipePatch Kit	EA	200.10	MATERIAL/GOODS
	I.12.007	6" Tee Top Hat PipePatch Kit	EA	200.10	MATERIAL/GOODS
	I.12.008	ODOREATER MANHOLE INSERTS 1-20	EA	454.25	MATERIAL/GOODS
	I.12.009	ODOREATER MANHOLE INSERTS 21-30	EA	442.75	MATERIAL/GOODS
	I.12.010	ODOREATER MANHOLE INSERTS 31+	EA	431.25	MATERIAL/GOODS
	I.12.011	ODOREATER MANHOLE INSERTS Replacement Carbon (20 lb bag)	EA	86.25	MATERIAL/GOODS
	I.12.012	ODOREATER MANHOLE INSERTS 55 gallon drum (200 lbs.)	EA	782.00	MATERIAL/GOODS
	I.12.013	ODOREATER CC MANHOLE INSERTS 1-20	EA	506.00	MATERIAL/GOODS
	I.12.014	ODOREATER CC MANHOLE INSERTS 21-30	EA	494.50	MATERIAL/GOODS
	I.12.015	ODOREATER CC MANHOLE INSERTS 31+	EA	483.00	MATERIAL/GOODS
	I.12.016	ODOREATER CC MANHOLE INSERTS Replacement Carbon (20 lb bag)	EA	138.00	MATERIAL/GOODS
	I.12.017	ODOREATER CC MANHOLE INSERTS 55 gallon drum (200 lbs.)	EA	1265.00	MATERIAL/GOODS
	I.12.018	STEEL MANHOLE RISERS (Adj. or Solid Style) 12"	EA	211.03	MATERIAL/GOODS
	I.12.019	STEEL MANHOLE RISERS (Adj. or Solid Style) 18"	EA	232.01	MATERIAL/GOODS
	I.12.020	STEEL MANHOLE RISERS (Adj. or Solid Style) 25"	EA	356.21	MATERIAL/GOODS
	I.12.021	STEEL MANHOLE RISERS (Adj. or Solid Style) 27"	EA	387.55	MATERIAL/GOODS
	I.12.022	STEEL MANHOLE RISERS (Adj. or Solid Style) 30"	EA	408.83	MATERIAL/GOODS
	I.12.023	STEEL MANHOLE RISERS (Adj. or Solid Style) 34"	EA	451.95	MATERIAL/GOODS
	I.12.024	TAPERED STEEL MANHOLE RISERS (Adj. or Solid Style) 12"	EA	273.70	MATERIAL/GOODS
	I.12.025	TAPERED STEEL MANHOLE RISERS (Adj. or Solid Style) 18"	EA	301.30	MATERIAL/GOODS
	I.12.026	TAPERED STEEL MANHOLE RISERS (Adj. or Solid Style) 25"	EA	462.59	MATERIAL/GOODS
	I.12.027	TAPERED STEEL MANHOLE RISERS (Adj. or Solid Style) 27"	EA	504.28	MATERIAL/GOODS
	I.12.028	TAPERED STEEL MANHOLE RISERS (Adj. or Solid Style) 30"	EA	531.59	MATERIAL/GOODS
	I.12.029	TAPERED STEEL MANHOLE RISERS (Adj. or Solid Style) 34"	EA	587.08	MATERIAL/GOODS
I	14	All Other Underground Construction and Supplemental Items and Additional Associated Items.			
	14A	Sliplining With HDPE or FRP Rehabilitation:			
	I.14A.001	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	56.35	BOTH
	I.14A.002	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	62.10	BOTH
	I.14A.003	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	66.70	BOTH
	I.14A.004	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	56.35	BOTH
	I.14A.005	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	62.10	BOTH
	I.14A.006	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	66.70	BOTH
	I.14A.007	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	62.10	BOTH
	I.14A.008	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	66.70	BOTH
	I.14A.009	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	72.45	BOTH
	I.14A.010	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	72.45	BOTH
	I.14A.011	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	78.20	BOTH
	I.14A.012	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	83.95	BOTH

	I.14A.013	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	83.95	BOTH
	I.14A.014	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	95.45	BOTH
	I.14A.015	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	111.55	BOTH
	I.14A.016	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	100.05	BOTH
	I.14A.017	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	111.55	BOTH
	I.14A.018	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	133.40	BOTH
	I.14A.019	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	133.40	BOTH
	I.14A.020	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	144.90	BOTH
	I.14A.021	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	162.15	BOTH
	I.14A.022	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	156.40	BOTH
	I.14A.023	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	166.75	BOTH
	I.14A.024	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	184.00	BOTH
	I.14A.025	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	305.90	BOTH
	I.14A.026	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	333.50	BOTH
	I.14A.027	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	389.85	BOTH
	I.14A.028	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	445.05	BOTH
	I.14A.029	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	611.80	BOTH
	I.14A.030	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	667.00	BOTH
	I.14A.031	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	888.95	BOTH
	I.14A.032	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	1110.90	BOTH
	I.14A.033	27" Installation of FRP or SRPCP segments <10lf joints	LF	366.85	BOTH
	I.14A.034	30" Installation of FRP or SRPCP segments <10lf joints	LF	400.20	BOTH
	I.14A.035	36" Installation of FRP or SRPCP segments <10lf joints	LF	466.90	BOTH
	I.14A.036	42" Installation of FRP or SRPCP segments <10lf joints	LF	533.60	BOTH
	I.14A.037	48" Installation of FRP or SRPCP segments <10lf joints	LF	733.70	BOTH
	I.14A.038	54" Installation of FRP or SRPCP segments <10lf joints	LF	800.40	BOTH
	I.14A.039	60" Installation of FRP or SRPCP segments <10lf joints	LF	1067.20	BOTH
	I.14A.040	72" Installation of FRP or SRPCP segments <10lf joints	LF	1334.00	BOTH
	I.14A.041	27" Set-up for contiguous installations < 150 lf	LS	1110.90	LABOR/SERVICE
	I.14A.042	30" Set-up for contiguous installations < 150 lf	LS	2221.80	LABOR/SERVICE
	I.14A.043	36" Set-up for contiguous installations < 150 lf	LS	2221.80	LABOR/SERVICE
	I.14A.044	42" Set-up for contiguous installations < 150 lf	LS	2221.80	LABOR/SERVICE
	I.14A.045	48" Set-up for contiguous installations < 150 lf	LS	2221.80	LABOR/SERVICE
	I.14A.046	54" Set-up for contiguous installations < 150 lf	LS	2221.80	LABOR/SERVICE
	I.14A.047	60" Set-up for contiguous installations < 150 lf	LS	2221.80	LABOR/SERVICE
	I.14A.048	72" Set-up for contiguous installations < 150 lf	LS	2221.80	LABOR/SERVICE
	I.14A.049	All Sizes Annular space grouting cement slurry base	CUFT	72.45	LABOR/SERVICE
	I.14A.050	All Sizes Set-up for annular space grouting <100 cubic feet	LS	6037.50	LABOR/SERVICE
	I.14A.051	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	111.55	MATERIAL/GOODS
	14B	Restoration and Additional Items:			
	I.14B.001	Saw Cutting up to 8" depth	LF	11.50	LABOR/SERVICE
	I.14B.002	Saw Cutting over 8" depth	LF	14.95	LABOR/SERVICE
	I.14B.003	Repair/Rehab 2" Asphalt pavement	SY	63.25	BOTH
	I.14B.004	Repair/Rehab 8" Flex base	SY	56.35	BOTH
	I.14B.005	Repair/Rehab 8" Concrete pavement	SY	209.30	BOTH
	I.14B.006	Repair/Rehab 6" Concrete driveway	SY	147.20	BOTH
	I.14B.007	Repair/Rehab 4" Concrete sidewalk	SY	118.45	BOTH
	I.14B.008	Repair/Rehab Concrete curb and gutter	LF	35.65	BOTH
	I.14B.009	Sodding	SY	35.65	BOTH
	I.14B.010	Repair/Rehab chain link fence with new	LF	31.05	BOTH
	I.14B.011	Repair/Rehab wooden fence with new	LF	35.65	BOTH
	I.14B.012	TOPSOIL COMPLETE	CY	50.60	BOTH
	I.14B.013	SANDING COMPLETE	CY	50.60	BOTH
	I.14B.014	MULCH COMPLETE	CY	50.60	BOTH
	I.14B.015	STRAW BALE BARRIER	LF	24.15	BOTH
	I.14B.016	TREE REPLACEMENT: HARDWOODS, 2"	EACH	1043.05	BOTH
	I.14B.017	TREE REPLACEMENT: PINES, 2"	EACH	1043.05	BOTH
	I.14B.018	SHRUB REPLACEMENT: 1 GALLON	EACH	48.30	BOTH
	I.14B.019	SHRUB REPLACEMENT: 3 GALLON	EACH	77.05	BOTH
	I.14B.020	SHRUB REPLACEMENT: 5 GALLON	EACH	100.05	BOTH
	I.14B.021	SHRUB REPLACEMENT: 7 GALLON	EACH	148.35	BOTH
	I.14B.022	BEDDING FLOWERS: PER FLAT OF 18	EACH	694.60	BOTH
	I.14B.023	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	SY	313.95	BOTH
	I.14B.024	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	SY	313.95	BOTH
	I.14B.025	STONE GROUTED RIP RAP - 12" INSTALLED	SY	348.45	BOTH
	I.14B.026	SILT FENCE TYPE A, COMPLETE	LF	14.95	BOTH
	I.14B.027	SILT FENCE TYPE C, COMPLETE	LF	10.35	BOTH
	I.14B.028	ORANGE BARRIER FENCE	LF	8.05	BOTH
	I.14B.029	HAY BALES COMPLETE	EACH	193.20	BOTH
	I.14B.030	PLASTIC FILTER FABRIC INSTALLED	SY	12.65	BOTH
	I.14B.031	PERMANENT SOIL REINF MAT INSTALLED	SF	151.80	BOTH
	14C	Additional Labor Rates and Traffic Control:			
	I.14C.001	SUPERINTENDENT - REGULAR	HR	92.00	LABOR/SERVICE
	I.14C.002	FOREMAN - REGULAR	HR	74.75	LABOR/SERVICE

	I.14C.003	LABORER - REGULAR	HR	51.75	LABOR/SERVICE
	I.14C.004	TRUCK DRIVER - REGULAR	HR	63.25	LABOR/SERVICE
	I.14C.005	UTILITY - REGULAR	HR	57.50	LABOR/SERVICE
	I.14C.006	SUPERINTENDENT - OVER TIME	HR	138.00	LABOR/SERVICE
	I.14C.007	FOREMAN - OVER TIME	HR	103.50	LABOR/SERVICE
	I.14C.008	LABORER - OVER TIME	HR	80.50	LABOR/SERVICE
	I.14C.009	TRUCK DRIVER - OVER TIME	HR	92.00	LABOR/SERVICE
	I.14C.010	UTILITY - OVERTIME	HR	86.25	LABOR/SERVICE
	I.14C.011	Barricades, Signs, and Traffic Handling (per setup)	EA	11500.00	LABOR/SERVICE
	I.14C.012	Traffic Control Plan (per setup)	EA	4025.00	LABOR/SERVICE
	I.14C.013	Flagmen	HR	92.00	LABOR/SERVICE
	I.14C.014	Uniformed Officers	HR	172.50	LABOR/SERVICE
	I.14C.015	SWPPP	EA	2875.00	LABOR/SERVICE
	14D	Crew Travel & Mobilization:			
	I.14D.001	Travel and Mobilization- TML Region 2 (Amarillo)	EA	10315.50	LABOR/SERVICE
	I.14D.002	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	EA	10315.50	LABOR/SERVICE
	I.14D.003	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	EA	10315.50	LABOR/SERVICE
	I.14D.004	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	EA	6877.00	LABOR/SERVICE
	I.14D.005	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	EA	5501.60	LABOR/SERVICE
	I.14D.006	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	EA	5501.60	LABOR/SERVICE
	I.14D.007	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	EA	3737.50	LABOR/SERVICE
	I.14D.008	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	EA	5501.60	LABOR/SERVICE
	I.14D.009	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	EA	3737.50	LABOR/SERVICE
	I.14D.010	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	EA	10315.50	LABOR/SERVICE
	I.14D.011	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	EA	13754.00	LABOR/SERVICE
	I.14D.012	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	3737.50	LABOR/SERVICE
	I.14D.013	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	EA	3737.50	LABOR/SERVICE
	I.14D.014	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	5501.60	LABOR/SERVICE
	I.14D.015	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	EA	5501.60	LABOR/SERVICE
	I.14D.016	Travel and Mobilization - Oklahoma	EA	14950.00	LABOR/SERVICE
	I.14D.017	Travel and Mobilization - Louisiana	EA	11212.50	LABOR/SERVICE
	I.14D.018	Travel and Mobilization - Colorado	EA	23000.00	LABOR/SERVICE
	I.14D.019	Travel and Mobilization - Arkansas	EA	23000.00	LABOR/SERVICE
	I.14D.020	Travel and Mobilization - Missouri	EA	23000.00	LABOR/SERVICE
	I.14D.021	Travel and Mobilization - Kansas	EA	23000.00	LABOR/SERVICE
	I.14D.022	Travel and Mobilization - Emergency Mobilization	EA	11500.00	LABOR/SERVICE
	I.14D.023	Travel and Mobilization - Alabama	EA	23000.00	LABOR/SERVICE
	I.14D.024	Travel and Mobilization - Alaska	EA	115000.00	LABOR/SERVICE
	I.14D.025	Travel and Mobilization - Arizona	EA	40250.00	LABOR/SERVICE
	I.14D.026	Travel and Mobilization - Arkansas	EA	23000.00	LABOR/SERVICE
	I.14D.027	Travel and Mobilization - California	EA	51750.00	LABOR/SERVICE
	I.14D.028	Travel and Mobilization - Colorado	EA	34500.00	LABOR/SERVICE
	I.14D.029	Travel and Mobilization - Connecticut	EA	57500.00	LABOR/SERVICE
	I.14D.030	Travel and Mobilization - Delaware	EA	57500.00	LABOR/SERVICE
	I.14D.031	Travel and Mobilization - Florida	EA	34500.00	LABOR/SERVICE
	I.14D.032	Travel and Mobilization - Georgia	EA	40250.00	LABOR/SERVICE
	I.14D.033	Travel and Mobilization - Hawaii	EA	345000.00	LABOR/SERVICE
	I.14D.034	Travel and Mobilization - Idaho	EA	51750.00	LABOR/SERVICE
	I.14D.035	Travel and Mobilization - Illinois	EA	34500.00	LABOR/SERVICE
	I.14D.036	Travel and Mobilization - Indiana	EA	34500.00	LABOR/SERVICE
	I.14D.037	Travel and Mobilization - Iowa	EA	34500.00	LABOR/SERVICE
	I.14D.038	Travel and Mobilization - Kansas	EA	34500.00	LABOR/SERVICE
	I.14D.039	Travel and Mobilization - Kentucky	EA	34500.00	LABOR/SERVICE
	I.14D.040	Travel and Mobilization - Louisiana	EA	23000.00	LABOR/SERVICE
	I.14D.041	Travel and Mobilization - Maine	EA	57500.00	LABOR/SERVICE
	I.14D.042	Travel and Mobilization - Maryland	EA	34500.00	LABOR/SERVICE
	I.14D.043	Travel and Mobilization - Massachusetts	EA	34500.00	LABOR/SERVICE
	I.14D.044	Travel and Mobilization - Michigan	EA	34500.00	LABOR/SERVICE
	I.14D.045	Travel and Mobilization - Minnesota	EA	34500.00	LABOR/SERVICE
	I.14D.046	Travel and Mobilization - Mississippi	EA	23000.00	LABOR/SERVICE
	I.14D.047	Travel and Mobilization - Montana	EA	34500.00	LABOR/SERVICE
	I.14D.048	Travel and Mobilization - Nebraska	EA	34500.00	LABOR/SERVICE
	I.14D.049	Travel and Mobilization - Nevada	EA	51750.00	LABOR/SERVICE
	I.14D.050	Travel and Mobilization - New Hampshire	EA	51750.00	LABOR/SERVICE
	I.14D.051	Travel and Mobilization - New Jersey	EA	57500.00	LABOR/SERVICE
	I.14D.052	Travel and Mobilization - New Mexico	EA	46000.00	LABOR/SERVICE
	I.14D.053	Travel and Mobilization - New York	EA	51750.00	LABOR/SERVICE
	I.14D.054	Travel and Mobilization - North Carolina	EA	34500.00	LABOR/SERVICE
	I.14D.055	Travel and Mobilization - North Dakota	EA	46000.00	LABOR/SERVICE
	I.14D.056	Travel and Mobilization - Ohio	EA	46000.00	LABOR/SERVICE
	I.14D.057	Travel and Mobilization - Oklahoma	EA	17250.00	LABOR/SERVICE

	I.14D.058	Travel and Mobilization - Oregon	EA	51750.00	LABOR/SERVICE
	I.14D.059	Travel and Mobilization - Pennsylvania	EA	46000.00	LABOR/SERVICE
	I.14D.060	Travel and Mobilization - Rhode Island	EA	51750.00	LABOR/SERVICE
	I.14D.061	Travel and Mobilization - South Carolina	EA	34500.00	LABOR/SERVICE
	I.14D.062	Travel and Mobilization - South Dakota	EA	46000.00	LABOR/SERVICE
	I.14D.063	Travel and Mobilization - Tennessee	EA	34500.00	LABOR/SERVICE
	I.14D.064	Travel and Mobilization - Utah	EA	34500.00	LABOR/SERVICE
	I.14D.065	Travel and Mobilization - Vermont	EA	46000.00	LABOR/SERVICE
	I.14D.066	Travel and Mobilization - Virginia	EA	46000.00	LABOR/SERVICE
	I.14D.067	Travel and Mobilization - Washington	EA	57500.00	LABOR/SERVICE
	I.14D.068	Travel and Mobilization - West Varginia	EA	34500.00	LABOR/SERVICE
	I.14D.069	Travel and Mobilization - Wisconsin	EA	46000.00	LABOR/SERVICE
	I.14D.070	Travel and Mobilization - Wyoming	EA	46000.00	LABOR/SERVICE
	I.14D.071	Travel and Mobilization - Emergency Mobilization	EA	11500.00	LABOR/SERVICE
	I.14D.072	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	28750.00	LABOR/SERVICE
	I.14D.073	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	23000.00	LABOR/SERVICE
	I.14D.074	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	17250.00	LABOR/SERVICE
	I.14D.075	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	11500.00	LABOR/SERVICE
	14E	Quadex Lining Sytem Equipment			
	I.14E.001	Quadex Lining System Rig	EA	805000.00	MATERIAL/GOODS
	I.14E.002	Quadex SprayMaster Manhole Lining Equipment	EA	172500.00	MATERIAL/GOODS
	I.14E.003	Quadex SpinMaster Robotic SpinCasting Equipment	EA	69000.00	MATERIAL/GOODS
	I.14E.004	QM-1s Restore Pallet (56 bags) 60# bags	EA	2127.50	MATERIAL/GOODS
	I.14E.005	Aluminliner Pallet (56 bags) 60# bags	EA	2921.00	MATERIAL/GOODS
	I.14E.006	Aluminliner PF Pallet (56 bags) 60# bags	EA	3289.00	MATERIAL/GOODS
	I.14E.007	Quad Plug Pallet (36 pails) 50# pail	EA	3289.00	MATERIAL/GOODS
	I.14E.008	Hyperform Pallet (56 bags) 60# bags	EA	3455.75	MATERIAL/GOODS
	I.14E.009	GeoKrete Pallet (56 bags) 60# bags	EA	4772.50	MATERIAL/GOODS
	14F	Robots and Cameras			
	I.14F.001	DT640 MAG Underwater ROV Robot - magnetic wheels (DEEP TREKKER)	EA	18972.70	MATERIAL/GOODS
	I.14F.002	DT640 STD Underwater ROV Robot (DEEP TREKKER)	EA	15810.20	MATERIAL/GOODS
	I.14F.003	DTG2 STARTER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	4932.35	MATERIAL/GOODS
	I.14F.004	DTG2 PRO PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	6197.35	MATERIAL/GOODS
	I.14F.005	DTG2 SMART PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	9865.85	MATERIAL/GOODS
	I.14F.006	DTG2 WORKER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	12016.35	MATERIAL/GOODS
	I.14F.007	DTPOD 150 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	2781.85	MATERIAL/GOODS
	I.14F.008	DTPOD 300 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	6323.85	MATERIAL/GOODS
	I.14F.009	DT340L PIPE CRAWLER - pipe inspection system (DEEP TREKKER)	EA	12648.85	MATERIAL/GOODS
	I.14F.010	DT340S PIPE CRAWLER - pan & tilt pipe inspection system (DEEP TREKKER)	EA	25298.85	MATERIAL/GOODS
	I.14F.011	DT340X PIPE CRAWLER - LARGE pan & tilt pipe inspection system (DEEP TREKKER)	EA	35667.25	MATERIAL/GOODS
	I.14F.012	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	4762.15	MATERIAL/GOODS
	I.14F.013	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	12632.75	MATERIAL/GOODS
	I.14F.014	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	21993.75	MATERIAL/GOODS
	I.14F.015	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	8197.20	MATERIAL/GOODS
	I.14F.016	1330 Robot (SCHWALM)	EA	82225.00	MATERIAL/GOODS
	I.14F.017	2060 Robot F (SCHWALM)	EA	118277.50	MATERIAL/GOODS
	I.14F.018	2060 Robot Z (SCHWALM)	EA	119542.50	MATERIAL/GOODS
	I.14F.019	Focus Camera (SCHWALM)	EA	9487.50	MATERIAL/GOODS
	I.14F.020	Zoom Camera (SCHWALM)	EA	11385.00	MATERIAL/GOODS
	I.14F.021	12000 Air Motor (SCHWALM)	EA	2530.00	MATERIAL/GOODS
	I.14F.022	13000 Air Motor (SCHWALM)	EA	2277.00	MATERIAL/GOODS
	I.14F.023	Digital Box (SCHWALM)	EA	6072.00	MATERIAL/GOODS
	I.14F.024	Control Unit Schwalm (SCHWALM)	EA	23402.50	MATERIAL/GOODS
	I.14F.025	Control Unit Cues (SCHWALM)	EA	22137.50	MATERIAL/GOODS
	I.14F.026	Remote (SCHWALM)	EA	854.45	MATERIAL/GOODS
	I.14F.027	Cable Drum (SCHWALM)	EA	24035.00	MATERIAL/GOODS
	I.14F.028	Twin Hose Reel (SCHWALM)	EA	20125.00	MATERIAL/GOODS
	I.14F.029	6" Schwalm non-flow-through packer (SCHWALM)	EA	4600.00	MATERIAL/GOODS
	I.14F.030	7" Schwalm non-flow-through packer (SCHWALM)	EA	4830.00	MATERIAL/GOODS
	I.14F.031	8" Schwalm non-flow-through packer (SCHWALM)	EA	4945.00	MATERIAL/GOODS
	I.14F.032	8" Schwalm flow-through packer (SCHWALM)	EA	8165.00	MATERIAL/GOODS
	I.14F.033	10"-12" Schwalm flow-through packer (SCHWALM)	EA	8740.00	MATERIAL/GOODS
	I.14F.034	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	598.00	MATERIAL/GOODS
	I.14F.035	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	598.00	MATERIAL/GOODS
	14G	Internal Pipe Seal-mechanical, stainless steel sleeve with EPDM rubber			
	I.14G.001	8"-Stainless steel with EPDM	EA	869.40	MATERIAL/GOODS

	I.14G.002	10"-Stainless steel with EPDM	EA	903.90	MATERIAL/GOODS
	I.14G.003	12"-Stainless steel with EPDM	EA	941.85	MATERIAL/GOODS
	I.14G.004	15"-Stainless steel with EPDM	EA	1091.35	MATERIAL/GOODS
	I.14G.005	18"-Stainless steel with EPDM	EA	1198.30	MATERIAL/GOODS
	I.14G.006	21"-Stainless steel with EPDM	EA	1369.65	MATERIAL/GOODS
	I.14G.007	24"-Stainless steel with EPDM	EA	1615.75	MATERIAL/GOODS
	14H	Installation Packer for Internal Pipe Seals			
	I.14H.001	8'-12" Packer with coupling rod	EA	6325.00	MATERIAL/GOODS
	I.14H.002	15"-18" Packer with coupling rod	EA	7935.00	MATERIAL/GOODS
	I.14H.003	21"-24" Packer with coupling rod	EA	9315.00	MATERIAL/GOODS
	14I	Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber			
	I.14I.001	8"-Stainless steel with EPDM	EA	779.70	MATERIAL/GOODS
	I.14I.002	10"-Stainless steel with EPDM	EA	793.50	MATERIAL/GOODS
	I.14I.003	12"-Stainless steel with EPDM	EA	815.35	MATERIAL/GOODS
	I.14I.004	15"-Stainless steel with EPDM	EA	1032.70	MATERIAL/GOODS
	I.14I.005	18"-Stainless steel with EPDM	EA	1144.25	MATERIAL/GOODS
	I.14I.006	21"-Stainless steel with EPDM	EA	1286.85	MATERIAL/GOODS
	I.14I.007	24"-Stainless steel with EPDM	EA	1431.75	MATERIAL/GOODS
	14J	Flusher Gate			
	I.14J.001	Flusher Gate	EA	28750.00	MATERIAL/GOODS
I	14K	Horizontal Directional Drilling (HDD) and Additional Associated Items.			
	I.14K.001	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	44.85	LABOR/SERVICE
	I.14K.002	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	44.85	LABOR/SERVICE
	I.14K.003	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	51.75	LABOR/SERVICE
	I.14K.004	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	54.05	LABOR/SERVICE
	I.14K.005	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	6.90	LABOR/SERVICE
	I.14K.006	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	50.60	LABOR/SERVICE
	I.14K.007	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	50.60	LABOR/SERVICE
	I.14K.008	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	56.35	LABOR/SERVICE
	I.14K.009	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	69.00	LABOR/SERVICE
	I.14K.010	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	10.35	LABOR/SERVICE
	I.14K.011	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	54.05	LABOR/SERVICE
	I.14K.012	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	54.05	LABOR/SERVICE
	I.14K.013	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	58.65	LABOR/SERVICE
	I.14K.014	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	81.65	LABOR/SERVICE
	I.14K.015	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	16.10	LABOR/SERVICE
	I.14K.016	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	185.15	LABOR/SERVICE
	I.14K.017	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	185.15	LABOR/SERVICE
	I.14K.018	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	240.35	LABOR/SERVICE
	I.14K.019	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	258.75	LABOR/SERVICE
	I.14K.020	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	31.05	LABOR/SERVICE
	I.14K.021	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	216.20	LABOR/SERVICE
	I.14K.022	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	216.20	LABOR/SERVICE
	I.14K.023	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	294.40	LABOR/SERVICE
	I.14K.024	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	359.95	LABOR/SERVICE
	I.14K.025	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	36.80	LABOR/SERVICE
	I.14K.026	Access Pit for Directional Drill (0'-8' deep)	EA	1273.05	LABOR/SERVICE
	I.14K.027	Access Pit for Directional Drill (8'-12' deep)	EA	1917.05	LABOR/SERVICE
	I.14K.028	Access Pit for Directional Drill (12'-16' deep)	EA	3407.45	LABOR/SERVICE
	I.14K.029	Access Pit for Directional Drill (16'-20' deep)	EA	6390.55	LABOR/SERVICE
	I.14K.030	2"-4" Set-up for contiguous lengths <150 lf	LS	4168.75	LABOR/SERVICE
	I.14K.031	6"-8" Set-up for contiguous lengths <150 lf	LS	4168.75	LABOR/SERVICE
	I.14K.032	10"-12" Set-up for contiguous lengths <150 lf	LS	4168.75	LABOR/SERVICE
	I.14K.033	15"-18" Set-up for contiguous lengths <150 lf	LS	4168.75	LABOR/SERVICE
	I.14K.034	21"-24" Set-up for contiguous lengths <150 lf	LS	4168.75	LABOR/SERVICE

	I.14K.035	27"-36" Set-up for contiguous lengths <150 lf	LS	4168.75	LABOR/SERVICE
Section II: UV Cured Products					
II	15	UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.			
	II.15.001	6" X 2.8mm UV CURE	LF	62.10	BOTH
	II.15.002	8 X 2.8mm UV CURE	LF	55.20	BOTH
	II.15.003	10 X 2.8mm UV CURE	LF	62.10	BOTH
	II.15.004	12" X 2.8mm UV CURE	LF	86.25	BOTH
	II.15.005	15" X 3.5mm UV CURE	LF	121.90	BOTH
	II.15.006	18" X 4.2mm UV CURE	LF	144.90	BOTH
	II.15.007	21" X 4.9mm UV CURE	LF	172.50	BOTH
	II.15.008	24" x 5.6mm UV CURE	LF	204.70	BOTH
	II.15.009	27" x 5.6mm UV CURE	LF	234.60	BOTH
	II.15.010	30" x 5.6mm UV CURE	LF	278.30	BOTH
	II.15.011	33" x 5.6mm UV CURE	LF	328.90	BOTH
	II.15.012	36" x 5.6mm UV CURE	LF	365.70	BOTH
	II.15.013	42" x 8.4mm UV CURE	LF	537.05	BOTH
	II.15.014	48" x 8.4mm UV CURE	LF	687.70	BOTH
	II.15.015	Cured-In-Place Pipe Segmental Patches 6" UV Cure	EA	5520.00	BOTH
	II.15.016	Cured-In-Place Pipe Segmental Patches 8"-12" UV Cure	EA	6210.00	BOTH
	II.15.017	Cured-In-Place Pipe Segmental Patches 13"-18" UV Cure	EA	10350.00	BOTH
	II.15.018	Cured-In-Place Pipe Segmental Patches 19"-24" UV Cure	EA	12190.00	BOTH
	II.15.019	Cured-In-Place Pipe Segmental Patches 25"-36" UV Cure	EA	16100.00	BOTH
	II.15.020	Internal reconnects on Cured-in-place pipe	EA	317.40	BOTH
	II.15.021	6" & 8" Additional 1.5mm	LF	1.06	BOTH
	II.15.022	10" & 12" Additional 1.5mm	LF	5.29	BOTH
	II.15.023	15" & 18" Additional 1.5mm	LF	15.87	BOTH
	II.15.024	21" & 24" Additional 1.5mm	LF	26.45	BOTH
	II.15.025	27" Additional 1.5mm	LF	31.74	BOTH
	II.15.026	30" Additional 1.5mm	LF	37.03	BOTH
	II.15.027	33" Additional 1.5mm	EA	42.32	BOTH
	II.15.028	36" Additional 1.5mm	EA	47.61	BOTH
	II.15.029	42" Additional 1.5mm	EA	52.90	BOTH
	II.15.030	48" Additional 1.5mm	EA	63.48	BOTH
	II.15.031	54" Additional 1.5mm	EA	74.06	BOTH
	II.15.032	60" Additional 1.5mm	EA	86.25	BOTH
	II.15.033	6" & 8" Additional .7mm	LF	4.60	BOTH
	II.15.034	10" & 12" Additional .7mm	LF	8.05	BOTH
	II.15.035	15" Additional .7mm	LF	10.35	BOTH
	II.15.036	18" Additional .7mm	LF	11.50	BOTH
	II.15.037	21" Additional .7mm	LF	13.80	BOTH
	II.15.038	24" Additional .7mm	LF	16.10	BOTH
	II.15.039	27" Additional .7mm	LF	17.25	BOTH
	II.15.040	30" Additional .7mm	LF	19.55	BOTH
	II.15.041	33" Additional .7mm	LF	20.70	BOTH
	II.15.042	36" Additional .7mm	LF	23.00	BOTH
	II.15.043	42" Additional .7mm	LF	33.35	BOTH
	II.15.044	48" Additional .7mm	LF	48.30	BOTH
	II.15.045	6"-12" CIPP Set-up Charge	LF	8.05	LABOR/SERVICE
	II.15.046	15"-18" CIPP Set-up Charge	LF	13.80	LABOR/SERVICE
	II.15.047	21"-24" CIPP Set-up Charge	LF	20.70	LABOR/SERVICE
	II.15.048	27"-36" CIPP Set-up Charge	LF	27.60	LABOR/SERVICE
	II.15.049	42"-48" CIPP Set-up Charge	LF	27.60	LABOR/SERVICE
	II.15.050	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	41.40	LABOR/SERVICE
	II.15.051	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	48.30	LABOR/SERVICE
	II.15.052	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	48.30	LABOR/SERVICE
	II.15.053	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	55.20	LABOR/SERVICE
	II.15.054	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	62.10	LABOR/SERVICE
	II.15.055	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.75	LABOR/SERVICE
	II.15.056	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	11.50	LABOR/SERVICE
	II.15.057	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	17.25	LABOR/SERVICE
	II.15.058	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX	MILE	16.10	LABOR/SERVICE
	II.15.059	4"-6" Installation and cure of lateral liner from main <12" dia.	LF	5290.00	BOTH
	II.15.060	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	6877.00	BOTH
	II.15.061	4"-6" Set-up for installations of <20 each total	EA	5290.00	LABOR/SERVICE
	II.15.062	4"-6" Set-up for installations of 20-50 each total	EA	3703.00	LABOR/SERVICE
	II.15.063	4"-6" Set-up for installations of 51-150 each total	EA	2116.00	LABOR/SERVICE
	II.15.064	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1150.00	LABOR/SERVICE
	II.15.065	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1725.00	LABOR/SERVICE
	II.15.066	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2300.00	LABOR/SERVICE
	II.15.067	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4600.00	LABOR/SERVICE
	II.15.068	Backyard Easement Setup (6" - 10")	EA	2875.00	LABOR/SERVICE
	II.15.069	Backyard Easement Setup (12" - 18")	EA	4025.00	LABOR/SERVICE
	II.15.070	Timber Matting for Large Diameter Setup	SY	86.25	BOTH
	II.15.071	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH

	II.15.072	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	II.15.073	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	II.15.074	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	II.15.075	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
	II.15.076	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3450.00	BOTH
Section III: Spray Applied Mortars & Polymers					
III	16	Pipe Sealing of Sanitary Sewer Pipes and Additional Associated Items.			
		Spin Cast Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines:			
	III.16.001	30" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	575.00	BOTH
	III.16.002	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	632.50	BOTH
	III.16.003	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	690.00	BOTH
	III.16.004	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	805.00	BOTH
	III.16.005	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1035.00	BOTH
	III.16.006	60" STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	1150.00	BOTH
	III.16.007	66" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1437.50	BOTH
	III.16.008	72" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1495.00	BOTH
	III.16.009	78" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1725.00	BOTH
	III.16.010	84" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2127.50	BOTH
	III.16.011	90" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2242.50	BOTH
	III.16.012	96" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2530.00	BOTH
	III.16.013	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	3047.50	BOTH
	III.16.014	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	3438.50	BOTH
	III.16.015	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	3967.50	BOTH
	III.16.016	NON ROUND SEWER PIPE	SF	115.00	
	III.16.017	30" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	575.00	BOTH
	III.16.018	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	632.50	BOTH
	III.16.019	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	690.00	BOTH
	III.16.020	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	LF	805.00	BOTH
	III.16.021	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1035.00	BOTH
	III.16.022	60" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1150.00	BOTH
	III.16.023	66" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1437.50	BOTH
	III.16.024	72" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1495.00	BOTH
	III.16.025	78" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1725.00	BOTH
	III.16.026	84" SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	2127.50	BOTH
	III.16.027	90" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2242.50	BOTH
	III.16.028	96" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2530.00	BOTH
	III.16.029	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	3047.50	BOTH
	III.16.030	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	3438.50	BOTH
	III.16.031	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	3967.50	BOTH
	III.16.032	EACH ADDITIONAL .5" Thickness	SF	28.75	BOTH
	III.16.033	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	SF(of WWF)	17.25	BOTH
	III.16.034	REINFORCEMENT WITH REBAR- #3	LF(of Rebar)	11.50	MATERIAL/GOODS
	III.16.035	REINFORCEMENT WITH REBAR- #4	LF(of Rebar)	23.00	MATERIAL/GOODS
	III.16.036	REINFORCEMENT WITH REBAR- #8	LF(of Rebar)	46.00	MATERIAL/GOODS
	III.16.037	INFILTRATION CONTROL- CHEMICAL GROUT	GALLON	115.00	MATERIAL/GOODS
	III.16.038	INFILTRATION CONTROL- QUAD-PLUG	PAIL	74.75	MATERIAL/GOODS
	III.16.039	REBUILD INVERT	CF	86.25	BOTH
	III.16.040	JOINT PREPARATION	LF	23.00	LABOR/SERVICE
	III.16.041	ANTIMICROBIAL APPLICATION	SF	5.75	BOTH
	III.16.042	CHANNEL EXCAVATION	CY	57.50	LABOR/SERVICE
	III.16.043	DEBRIS REMOVAL	CY	74.75	LABOR/SERVICE
	III.16.044	CLEARING AND GRUBBING	AC	5175.00	LABOR/SERVICE
	III.16.045	TREE REMOVAL (6" – 12")	EACH	1725.00	LABOR/SERVICE
	III.16.046	TREE REMOVAL (13" – 23")	EACH	3450.00	LABOR/SERVICE
	III.16.047	TREE REMOVAL (> 24")	EACH	5750.00	LABOR/SERVICE
	III.16.048	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	EACH	1380.00	LABOR/SERVICE
	III.16.049	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	EACH	287.50	LABOR/SERVICE
III	17	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.			
	II.17.001	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	VF	195.50	BOTH
	II.17.002	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	VF	207.00	BOTH
	II.17.003	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	VF	218.50	BOTH
	II.17.004	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	264.50	BOTH
	II.17.005	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	287.50	BOTH
	II.17.006	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	310.50	BOTH
	II.17.007	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	402.50	BOTH
	II.17.008	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	437.00	BOTH

	II.17.009	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	483.00	BOTH
	II.17.010	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	460.00	BOTH
	II.17.011	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	517.50	BOTH
	II.17.012	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	575.00	BOTH
	II.17.013	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	690.00	BOTH
	II.17.014	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	805.00	BOTH
	II.17.015	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	920.00	BOTH
	II.17.016	Rebuild Bench and Invert	EA	1725.00	BOTH
	II.17.017	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	92.00	BOTH
	II.17.018	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	201.25	BOTH
	II.17.019	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	40.25	BOTH
	II.17.020	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	SQFT	166.75	BOTH
	II.17.021	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	46.00	BOTH
	II.17.022	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	92.00	BOTH
	II.17.023	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	201.25	BOTH
	II.17.024	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	28.75	BOTH
	II.17.025	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	166.75	BOTH
	II.17.026	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	46.00	BOTH
	II.17.027	Vacuum Test Manhole (12" mainline or smaller)	EA	805.00	LABOR/SERVICE
	II.17.028	Holiday Test Manhole (Epoxy Only)	EA	1150.00	LABOR/SERVICE
	II.17.029	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	SQFT	40.25	BOTH
	II.17.030	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	VF	460.00	BOTH
	II.17.031	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	SQFT	92.00	BOTH
	II.17.032	Manhole Rehabilitation - w/1 inch Geopolymer	VF	460.00	BOTH
	II.17.033	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	SQFT	166.75	BOTH
	II.17.034	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	3220.00	BOTH
	II.17.035	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	920.00	BOTH
	II.17.036	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	SQFT	103.50	
	II.17.037	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	SQFT	103.50	
	II.17.038	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	SQFT	103.50	
	II.17.039	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	SQFT	103.50	
	II.17.040	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	SQFT	103.50	
	II.17.041	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	SQFT	103.50	
	II.17.042	All Sizes Set-up for install of poured in place MH structure <100 sq ft	LS	1587.00	LABOR/SERVICE
	II.17.043	All Sizes Installation of Manhole Chimney Seal	EA	634.80	BOTH
	II.17.044	New manhole frame and cover-24"	EA	977.50	
	II.17.045	New manhole frame and cover-32"	EA	1725.00	
	II.17.046	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)- 24"	EA	1840.00	
	II.17.047	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)- 32"	EA	2208.00	
	II.17.048	Adjust manhole frame and cover up to 1 Ft	EA	1092.50	
	II.17.049	Adjust manhole frame and cover over 1 Ft	VF	575.00	
	II.17.050	Invert Installation, 4' Dia.	EACH	1610.00	BOTH
	II.17.051	Invert Installation, 5' Dia.	EACH	1725.00	BOTH
	II.17.052	Invert Installation, 6' Dia.	EACH	1955.00	BOTH
	II.17.053	Invert Installation, Other Configurations	SF	2875.00	BOTH

The Interlocal Purchasing System (Tips)

201104 Contract

TIPS VENDOR AGREEMENT

PART 1 ONLY

Between Vortex Companies, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 201104 Pipe Bursting PART 1 ONLY**

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted 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.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **three (3)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **three-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **three years**.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original **three-year** term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. 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. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. 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. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a 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. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per

Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. 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, awarded Vendor agrees that no employee of 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. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded 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:** Awarded 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. Awarded 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.

Safety Measures

Awarded 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. Awarded 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 or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the

Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without 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 the pricing under this agreement, 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 Region 8 ESC or 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.

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 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, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, 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 any 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

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.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. 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.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 201104 Pipe Bursting

PART 1 ONLY

Company Name Vortex Companies, LLC

Address 18150 Imperial Valley Drive

City Houston State TX Zip 77060

Phone 713-750-9081 Fax _____

Email of Authorized Representative nbanchetti@voetxcompanies.com

Name of Authorized Representative Nick Banchetti

Title Chief Operating Officer

Signature of Authorized Representative 

Date 11/03/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/26/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



201104

Vortex Companies Supplier Response

Event Information

Number: 201104
Title: Pipe Bursting -2 Part with JOC
Type: Request for Proposal
Issue Date: 11/5/2020
Deadline: 12/11/2020 03:00 PM (CT)
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

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

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

Ronnie Ellison

Signature

Submitted at 12/11/2020 2:11:15 PM

rellison@vortexcompanies.com

Email

Requested Attachments

Vendor Agreement part 1

201104 Vendor Agreement PART 1 ONLY Signed.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form part 1

Vendor Agreement Signature Pages Part 1 Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Vendor Agreement Part 2

201104 Vendor_Agreement_JOC_PART 2 ONLY Signed.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form Part 2

Vendor Agreement Signature Pages Part 2 Signed.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Part 1 Pricing Spreadsheet #1

TIPS Pricing - VTK (TIPS 1171105) NEW FOR BID.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Part 1 Pricing Spreadsheet #2

TIPS Pricing - VTK (TIPS 1171105) NEW FOR BID.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

JOC Pricing of Itemized list of Means non-prepriced items

JOC Pricing of Itemized List of Means Non-Prepriced Items.xlsx

If you have items listed on the form titled "JOC Pricing of Itemized list of Means non-prepriced items" please complete the form and upload. If you have nothing to offer in this price sheet, just upload the form blank and put Not Applicable on the form.

References

VaughtRef_VS12.2020.pdf

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Vortex Companies S&P.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Vortex Companies S&P 2.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Unknown.png

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

Confidentiality Form Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

Vortex GGL 12-9-20.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

Vortex Companies LLC W-9 (2020).pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

No

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

At Vortex we repair, service and rehabilitate municipal and industrial water and sewer infrastructure using best-in-class trenchless technologies including bypass pumping (Sewer Bypass, Lift Station Backup, Pumping, Sludge Removal, Pre-treatment Sand Trap Pumping, Flood or Stormwater Drainage, Site Dewatering, Pump Watch), spin-cast pipe lining (Pipes, Culverts, and Tunnels, Manholes, Boxes and more), internal pipe seals, pipe coatings and pipe bursting.

6 Primary Contact Name

Primary Contact Name

Ryan Graham

7 Primary Contact Title

Primary Contact Title

Vice President, Sales

8 Primary Contact Email

Primary Contact Email

rgraham@vortexcompanies.com

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7137509081"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="18332477943"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2816393237"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Ronnie Ellison"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Sales Support"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="rellison@vortexcompanies.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7137509081"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="18332477943"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2816863111"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Nick Banchetti"/>

19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="nbanchetti"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7137509081"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Ryan Graham"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="rgraham@vortexcompanies.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7137509081"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.vortexcompanies.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="364879397"/>
26	Primary Address Primary Address <input type="text" value="18150 Imperial Valley Drive"/>
27	Primary Address City Primary Address City <input type="text" value="Houston"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
29	Primary Address Zip Primary Address Zip <input type="text" value="77060"/>

3
0**Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

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**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

3
2**Yes - No**

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

3
3**Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4**Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

3
6**Yes - No**

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

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

3
7**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
8**REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

3
9**REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

4
0**REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

4
1

Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

4
2

Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
3

Years experience in this category of goods or services.

Company years experience in this category of goods or services?

4
4

Resellers:

Does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4
5

Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4
6

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or 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 submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself 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.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4
7

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

4
8

Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
9

Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

5
0

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company 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.

Suspension or Debarment Instructions

Instructions for Certification:

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.

5
3**Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
4**Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs 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 USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 reserves 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?

5 2 CFR PART 200 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 reserves 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 reserves 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?

5
8**2 CFR PART 200 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 requires 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?

5
9**2 CFR PART 200 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 requires 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 to the terms included or referenced herein.

Does vendor agree?

6
0**2 CFR PART 200 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 \$100,000, 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 that it is in compliance with the Clean Air Act?

6 1 2 CFR PART 200 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 procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 2 Certification Regarding Lobbying

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 section 1352, Title 31, U.S. Code. 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.

6 3 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "[Certification Regarding Lobbying](#)", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

6 4 Subcontracting with 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 NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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5

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

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.

YES

6
6

If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, 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 S, "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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

6
7**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity 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.

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

6
8**Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

6
9**Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

7
0**Remedies Explanation of No Answer**

7
1**Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7
2**Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, 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 any 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

7
3**Alternative Dispute Resolution Explanation of No Answer**7
4**Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

7
5**Infringement(s) Explanation of No Answer**7
6**Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

7
7

Acts or Omissions Explanation of No Answer

No response

7
8

Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

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9

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or 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 laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all 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.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

80 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: 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.

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.

I certify that:

NONE (Section A) of the employees of Contractor 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 Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None

8
2**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8
3**Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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.

Our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

8
4**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
5**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

8
6**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

8
7**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
8**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
9**Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

9
0**Felony Conviction Notice**

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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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 you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

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1**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

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2**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

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3**Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

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4**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

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Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Required Confidential Information Status Form

Vortex Companies, LLC

Name of company

Nick Banchetti, Chief Operating Officer

Printed Name and Title of authorized company officer declaring below the confidential status of material

18150 Imperial Valley Drive

Houston

TX

77060

713-750-9081

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.**OPTION 1:**

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL. _____ EST IS MADE FOR

Signature

OR**OPTION 2:**

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature

Date

12/10/20



CIVIL INFRASTRUCTURE SOLUTIONS

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

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

Vortex Companies Catalog & Brochures: <https://www.vortexcompanies.com/catalog/>

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Vortex Companies LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 18150 Imperial Valley Drive	Requester's name and address (optional)
6 City, state, and ZIP code Houston, TX 77060	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
3	6		-	4	8	7	9	3	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Bailey Carroll</i>	Date ► 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Vortex Services, LLC

Quote



To: City of Pinellas Park	Contact: Dylan Luke
Address: 6051 78th Avenue	Phone:
	Email: dluke@pinellas-park.com
Project Name: FL - Pinellas Park - FY2023 CIPP And Box Coating	Bid Number: 2318709
Project Location:	Bid Date: 2/28/2023

Proposal is figured on utilizing TIPS Contract #20110401

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
I.1.008	24" x 10.5mm STEAM/WATER CURE	145.00	LF	\$148.00	\$21,460.00
I.1.010	30" x 12.0mm STEAM /WATER CURE	331.00	LF	\$201.00	\$66,531.00
I.1.044	21"-24" CIPP Set-up Charge	145.00	LF	\$18.00	\$2,610.00
I.14C.011	Barricades, Signs, And Traffic Handling (per Setup)	4.00	EACH	\$1,500.00	\$6,000.00
I.14C.013	Flagmen	58.00	HR	\$50.00	\$2,900.00
I.14D.031	Travel And Mobilization - Florida	1.00	EACH	\$4,000.00	\$4,000.00
I.4.032	24" Clean And TV Storm Sewer	145.00	LF	\$18.00	\$2,610.00
I.4.034	30" Clean And TV Storm Sewer	331.00	LF	\$22.00	\$7,282.00
II.17.016	Rebuild Bench And Invert (*will Bill If Needed)	0.00	EACH	\$1,000.00	\$0.00
II.17.033	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	694.00	SF	\$30.00	\$20,820.00

Total Bid Price: \$134,213.00

Notes:

- Our pipe cleaning and dewatering are figured based on our site visit (which was determined at 3" or less of dirt / debris and water). If these conditions change, Vortex reserves the right to adjust our unit price accordingly.
- 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 including coordinating site access permissions with property owners (if necessary). 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.
- Mainline CIPP lining must be completed structure to structure.
- **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.
- 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
- 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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Brandon Gerber
(813) 326-8928 Bgerber@vortexcompanies.com

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2:24:30 PM 4/14/2023

Data Contained In Search Results Is Current As Of 04/14/2023 02:23 PM.

[Search Results - 7 Records](#)Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Underground Utility and Excavation Contractor	VORTEX INFRASTRUCTURE SERVICES, LLC	DBA	CUC057159 Cert Under	Current, Active 08/31/2024
License Location Address*: 5910 HARTFORD ST TAMPA, FL 33619 Main Address*: 18150 IMPERIAL VALLEY DR HOUSTON, TX 77060				
Certified Underground Utility and Excavation Contractor	VORTEX INFRASTRUCTURE SERVICES, LLC	DBA	CUC1224939 Cert Under	Current, Active 08/31/2024
Main Address*: 5910 HARTFORD ST TAMPA, FL 33619 Mailing Address*: 18150 IMPERIAL VALLEY DRIVE HOUSTON, TX 77060				
Construction Business Information	VORTEX INFRASTRUCTURE SERVICES, LLC	DBA	Business Info	Current
Main Address*: 10200 US 92 EAST TAMPA, FL 33610				
Construction Business Information	VORTEX POOL SERVICES INC	Primary	Business Info	Null and Void
License Location Address*: 6251 N DIXIE HWY FT LAUDERDALE, FL 33334-6119 Main Address*: 6251 N DIXIE HWY FT LAUDERDALE, FL 33334-6119				
Construction Business Information	VORTEX SERVICES, LLC	Primary	Business Info	Current
Main Address*: 10200 US 92 EAST TAMPA, FL 33610				
Certified Pool/Spa Contractor	VORTEX/RULE POOL SERVICES INC	DBA	CPC012173 Cert Pool	Null and Void, 09/14/2012
Main Address*: 1467 NE 57TH PLACE FORT LAUDERDALE, FL 33334-6119				
Construction Business Information	VORTEX/RULE POOL SERVICES INC	Primary	Business Info	Current, Active
Main Address*: 1467 NE 57TH PLACE FORT LAUDERDALE, FL 33334-6119				

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* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

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



Department of Business
& Professional Regulation

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LICENSEE DETAILS

3:40:32 PM 4/14/2023

This is a business tracking record only.

Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	VORTEX SERVICES, LLC (Primary Name) VORTEX INFRASTRUCTURE SERVICES, LLC (DBA Name)
Main Address:	10200 US 92 EAST TAMPA Florida 33610
County:	HILLSBOROUGH

License Information

License Type:	Construction Business Information
Rank:	Business Info
License Number:	
Licensure Date:	07/07/2009
Expires:	

Special Qualifications

Qualification Effective

--

Alternate Names

--

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

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

Search

Business Name

vortex services

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Select State(s)

Account Status

- Any -

Items per page

10

SEARCH

RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Midas	Vortex Services	Terminated	01/14/2021	08/05/2022	20 to 99	1	TX
Ted Berry Company, Inc.	Vortex Services	Open	11/08/2016		20 to 99	1	ME
VacVision	Vortex Services	Terminated	01/14/2021	04/15/2021	20 to 99	7	CO, FL, GA, ME, NJ, TX, WA
Vortex Services, LLC		Open	03/17/2021		20 to 99	1	NJ
Vortex Services, LLC		Open	08/22/2011		20 to 99	1	FL

Showing 1 to 5 of 5 entries. [Download CSV](#)

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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 Companies, LLC
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Annual Reports

Report Year	Filed Date
2021	04/29/2021

2022	04/27/2022
2023	04/11/2023

Document Images

04/11/2023 -- ANNUAL REPORT	View image in PDF format
03/14/2023 -- LC Amendment	View image in PDF format
04/27/2022 -- ANNUAL REPORT	View image in PDF format
04/29/2021 -- ANNUAL REPORT	View image in PDF format
03/20/2020 -- ANNUAL REPORT	View image in PDF format
02/19/2019 -- Foreign Limited	View image in PDF format



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Detail by Entity Name

Florida Limited Liability Company
VORTEX SERVICES LLC

Filing Information

Document Number	L09000026826
FEI/EIN Number	26-4541580
Date Filed	03/19/2009
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/30/2022
Event Effective Date	10/08/2020

Principal Address

1240 N BRONOUGH STREET
TALLAHASSEE, FL 32303

Mailing Address

1240 N BRONOUGH STREET
TALLAHASSEE, FL 32303

Registered Agent Name & Address

HAGERMAN, BARBARA
3519 OFFALY CT
TALLAHASSEE, FL 32309

Name Changed: 01/22/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

HAGERMAN, ERIC
1240 N BRONOUGH STREET
TALLAHASSEE, FL 32303

Title MGR

SPENCER, GENE
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Title MGR

HANNA, JAMES
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Annual Reports

Report Year	Filed Date
2020	10/08/2020
2021	06/03/2021
2022	01/21/2022

Document Images

11/30/2022 -- LC Amendment	View image in PDF format
01/21/2022 -- ANNUAL REPORT	View image in PDF format
06/03/2021 -- ANNUAL REPORT	View image in PDF format
10/08/2020 -- REINSTATEMENT	View image in PDF format
06/30/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- REINSTATEMENT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
08/26/2013 -- ANNUAL REPORT	View image in PDF format
04/13/2012 -- REINSTATEMENT	View image in PDF format
11/22/2010 -- REINSTATEMENT	View image in PDF format
03/19/2009 -- Florida Limited Liability	View image in PDF format