

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
REYNOLDS INLINER, LLC

FOR

REHABILITATION OF STORM WATER PIPES
USING THE CURED IN PLACE PIPE METHOD
AT CR 42 EAST OF PAISLEY

ITB # 09-0029

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Reynolds Inliner, LLC, a foreign limited liability company authorized to do business in the State of Florida, hereinafter the CONTRACTOR.

Recitals

WHEREAS, the COUNTY has publicly submitted an Invitation to Bid (ITB), #09-0029 for procurement of services to rehabilitate and restore storm water pipes using the cured in place pipe lining method; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to rehabilitate and restore storm water pipes located at CR 42 Eat of Paisley, hereinafter referred to as the "Project".

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to rehabilitate the abovementioned storm water pipes in accordance with the Statement of Work for ITB 09-0029, is hereby attached hereto and incorporated herein by reference as **Exhibit A**. It is understood that the Statement of Work may be modified by change order as actual

construction of the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request. The following special conditions shall also apply:

A. CONTRACTOR shall contact the COUNTY'S Project Manager within two (2) business days prior to starting the Project. All work, once started, shall be completed before any other subsequent work shall commence unless otherwise directed by the COUNTY.

B. CONTRACTOR shall submit a schedule to the COUNTY showing the anticipated work flow. If for any reason there is a variation from the schedule, the CONTRACTOR shall notify the COUNTY by telephone, fax or email no later than 9:00 a.m. of the next business day. The CONTRACTOR shall maintain coordination with the COUNTY at all times. Either party may request, and be granted, a conference upon two (2) business days of the request.

C. COUNTY will furnish and define the limits of land for access to the Project site and for the site proper. All information shown in the contract documents constitutes the extent of the land provided by the COUNTY. Any and all other land required by the CONTRACTOR shall be procured by the CONTRACTOR at CONTRACTOR'S expense. The CONTRACTOR shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site, land and areas identified in and permitted by the contract documents, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The CONTRACTOR shall assume all responsibility for any damage to any such land or area, or to the COUNTY or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. The CONTRACTOR shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

3.2 CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR'S responsibilities under this Agreement. CONTRACTOR shall commence construction of the Project within ten (10) days of receipt of the Notice to Proceed. CONTRACTOR shall complete the Project within ninety (90) calendar days after the Notice to Proceed is issued. *The fully executed contract shall serve as CONTRACTOR'S Notice to Proceed.* A pre-construction meeting shall take place after award of the contract to CONTRACTOR. No additional days shall be granted for average weather delays. Average number of days of rainfall will be determined by http://www.sercc.com/climateinfo/historical/historical_fl.html. Days for calculating actual rainfall are days recorded with rainfall on <http://www.wunderground.com>.

Should the CONTRACTOR fail to complete the work within the time cited above, it is hereby agreed and understood that the COUNTY reserves the authority to cancel the contract with CONTRACTOR and to secure the services of another contractor to complete the work. If COUNTY exercises this authority, COUNTY shall be responsible for reimbursing the CONTRACTOR for work which was completed and found acceptable in

accordance with the contract specifications. The COUNTY may, at its option, demand payment from CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the COUNTY as a result of having to secure the services of another contractor. If CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

3.3 This Agreement shall be effective upon the date of Notice to Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Agreement have been delivered, completed and accepted by the COUNTY'S authorized representative and the end of any warranty periods. The COUNTY reserves the unilateral right to extend the contract ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONTRACTOR. Exercise of the extension periods requires the prior approval of the COUNTY'S Director of Procurement Services.

3.4 Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

3.5 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits.

3.6 The CONTRACTOR shall remain appropriately licensed throughout the course of the Project. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement. CONTRACTOR'S License Number is CGC061125/QB0011131.

3.7 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather or similar physical conditions at the site; and the character of equipment and facilities needed preliminary to and during the completion of the work. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.8 Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Any damages, penalties, and/or fines imposed on County or Contractor for failure to obtain required licenses, permits, inspection fees, or in section shall be borne solely by the Contractor.

Article 4. Payment

4.1 In no event shall this Agreement exceed the amount of Forty Eight Thousand Six Hundred and Fifty Dollars (\$48,650.00) the CONTRACTOR'S base bid, including all applicable taxes, permit fees, inspection fees, materials, labor, supervision, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY'S purchasing policies and procedures. A copy of such policies and procedures shall be made available to the CONTRACTOR upon request. Invoices shall be submitted within fourteen (14) days of review and acceptance of work completed. The fee shall be paid in full upon completion of the work.

4.2 Invoices shall be submitted in duplicate to John Bringard, Lake County Public Works Department, 31150 Industry Drive, Tavares, Florida, 32778. Each invoice shall contain the bid number and a detailed description of services and fees provided. If debris has been collected as part of this contract, tickets for proper disposal shall also be included. **Payment shall be made on a lump sum basis upon completion of the Scope of Work. The CONTRACTOR shall submit a final invoice in accordance herewith.**

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. However, the COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.4 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

4.5 **If Liquidated Damages are assessed such damages shall be calculated at the rate of Five Hundred Forty Four Dollars (\$544.00) per calendar day for failure to meet the required date of completion. The parties agree that Liquidated Damages are not being assessed as a penalty.** The COUNTY and the CONTRACTOR recognize that, since time is of the essence for services as part of this Agreement, the COUNTY could suffer financial loss if the work is not completed within the time specified. The Project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner. The COUNTY shall retain from the compensation to be paid to CONTRACTOR the above described sum.

Any CONTRACTOR that is in default for not completing work within the time specified will be removed from the bidder's list at the option of the COUNTY and not permitted to bid work for the COUNTY until the project is complete and the Liquidated Damages sum is satisfied.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY'S Project Manager.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete project which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, unless specifically stated otherwise herein.

C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

6.2 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any errors or omission appear in

the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

6.3 Contractor Personnel.

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon written notice, be discharged from the Project and shall not again be employed on the Project without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work until such orders are complied with.

C. The CONTRACTOR shall at all times have at the Project as his agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Project activities, establish and maintain installation schedules, and provide the Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

6.4 Subcontractors.

A. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract. CONTRACTOR shall not enter into any agreement with a subcontractor or supplier to which the COUNTY raises a reasonable, timely objection, and shall promptly

inform the COUNTY in writing of any proposed replacements, the reasons therefore, and the names and qualifications of the proposed replacements. The COUNTY shall have the right to reject the proposed replacements.

B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR'S subcontractor and of persons either directly or indirectly employed by them.

C. All subcontractors shall have at least one supervisor/foreman on the job site that shall speak and understand English for so long as the subcontractor is working on the job site.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the project schedule and applicable sub-schedules.

E. Releases of liens from subcontractors and suppliers shall be required before final payment will be released.

6.5. Completion of the Scope of Work. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents.

6.6 Emergencies.

A. The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. The CONTRACTOR'S responsible person for emergencies shall speak and understand English. The CONTRACTOR shall submit to the COUNTY'S Project Manager, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location.

B. In the event of an emergency affecting the safety or protection of persons or property at the project site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the COUNTY written notice of the event as soon as possible, but in no event later than twenty-four (24) hours after the occurrence of the emergency. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.7 Safety.

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry or local government standards. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

B. CONTRACTOR shall erect and maintain as required by existing conditions and contract performance, safeguards for safety and protection such as danger signs, a construction fence, and other warnings against hazardous conditions as required.

C. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project site. Should the CONTRACTOR fail to maintain a clean and safe site, the COUNTY shall retain the right to clean up and deduct the cost of such from the contract price.

D. CONTRACTOR shall confine all equipment, materials and operations of workers to the project site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

6.8. General Inspection Requirements.

A. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

B. If, during or prior to construction operations, the COUNTY should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

C. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR written notice of the defect. The CONTRACTOR shall then

have seven (7) calendar days from the date the notice is received to correct the defective condition, at CONTRACTOR'S sole expense. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

D. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of work of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.

E. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.9 Project Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR'S expense. Until incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the Lake County Department of Employee Services prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

6.10 Time for Completion and Extensions.

A. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension. Claims shall be filed in accordance with Section 6.12.

6.11 Changes in the Scope of Work.

A. Without invalidating the contract, the COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work and the contract price or time may be adjusted accordingly. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project. Both the COUNTY and the CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR, shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY'S adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and

profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Work shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Contract.

6.12 Claims and Disputes.

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days after the commencement of the event giving rise to such claim or the CONTRACTOR shall be deemed to have waived the claim. Written supporting data shall be submitted to the COUNTY within ten (10) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute,

the CONTRACTOR may bring an action in the County or Circuit Court sitting in Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) business days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C)(2) above.

E. Arbitration shall not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Claims must be made in accordance with A-F of this Section.

6.13 Acceptance of the Work and Final Payment.

A. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

C. Final Acceptance. When the Project or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar (\$80.00) inspection fee shall be applied for the second inspection and any required re-inspection. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

When the work provided for under the contract has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

D. Waiver of Claims. The CONTRACTOR'S acceptance of final payment shall constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. Termination of Contractor's Responsibilities. The contract will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.14 Warranties. All warranties shall begin on the date of the COUNTY'S acceptance. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the project. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. CONTRACTOR shall warrant its product and/or service against faulty labor and defective material for a minimum period of twelve (12) months after the date of acceptance of the labor, materials and/or equipment. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties

are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

6.15 Guarantee and Warranty. All work shall be guaranteed for twelve (12) months after completion and acceptance of the work unless otherwise specified. Correction of failed liner or liner pipe deemed unacceptable, as a result of the post video inspection and/or test reports for structural values, thickness, chemical resistance, etc., shall always be the responsibility of the CONTRACTOR, at no extra cost to the COUNTY. Method of correction/repair shall be approved by the COUNTY with prior field demonstration, if required. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the COUNTY under the laws of the State of Florida. Payment in full for the work does not constitute a waiver of guarantee.

Article 7. Special Terms and Conditions

7.1 Termination. This Agreement may be terminated by the COUNTY upon ten (10) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required ten (10) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.2 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

7.3 The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and

minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Construction by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

Performance and Payment Bond

A. The CONTRACTOR shall be required to provide and maintain payment and performance bonds. The amount of the premiums for such bonds shall be included in the construction price. Performance and payment bonds shall be 100% of the contract amount and shall be executed on forms provided by the COUNTY. All original performance and payment bonds will be submitted to Lake County Procurement Services for recording in the public records of Lake County, Florida, at the cost of the CONTRACTOR. The bonds will be acceptable to the COUNTY only if the following conditions are satisfied:

- (i) The Surety is licensed to do business in the State of Florida;

- (ii) The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- (iii) The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the contract is issued;
- (iv) The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the contract price exceed \$500,000;
- (v) The Surety is otherwise in compliance with the Florida Insurance Code; and
- (vi) The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C ss 9304.

If the Surety for any bond furnished by the CONTRACTOR is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by this Agreement, the CONTRACTOR shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to COUNTY'S approval.

B. Bonds must be recorded and CONTRACTOR shall bear the cost to record the bonds. The cost to record performance and payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the CONTRACTOR to Procurement Services, made payable to Neil Kelly, Clerk of the Court.

7.4 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

7.5 Independent Contractor. CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for

CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.8 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.9 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies resulting from the services provided herein.

7.10 Traffic Control. If required, CONTRACTOR shall be responsible for putting up and maintaining sufficient lights at night that meet the approval of the COUNTY; take proper precautions to guard against damage or injury to persons or property and keep streets and driveways open to traffic, at all times, during construction except when specific permission is granted by the proper authority for temporary closing.

7.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment, duly executed by the parties hereto.

7.12 Right to Audit. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

7.13 Records. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the

COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

7.14 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

8.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.11 With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

8.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.13 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Rich Nelson
Reynolds Inliner, LLC
2601 W. Lake Mary Blvd.
Lake Mary, Florida 32750

If to COUNTY:

John Bringard
Public Works Department
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

8.15 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the more stringent requirement shall apply.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

9.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A Statement of Work

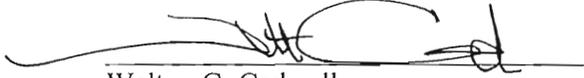
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 23 day of June, 2009 and by CONTRACTOR through its duly authorized representative.

CONTRACTOR REYNOLDS INLINER, LLC

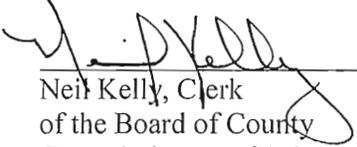

Name: Mark Harris
Title: Vice President

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS


Welton G. Cadwell
Chairman

This 29th day of June, 2009.


Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Approved as to form and legality:

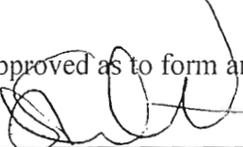

Sanford Minkoff
County Attorney

EXHIBIT A

SCOPE OF WORK

Provide rehabilitation of storm water pipes by using the Cured in Place Pipe Lining Method located at CR 42 east of Paisley.

The pipes are located approximately 1.2 miles east of Rancho Lane in Paisley . There are three (3) pipes at this location that are to be lined. They all are 24" diameter and sixty (60) feet in length. These are only estimates and the actual limits of the project shall be the entire length of the pipes area. The lengths given are only for informational purposes.

Technical Specifications

Installation of the Cured-In-Place Pipe (CIPP) shall be accomplished by the use of an inversion process or a winched-in application. The reconstruction of the existing pipe shall be accomplished by installing a flexible tube which is first impregnated with a thermosetting resin. The tube is either inverted into the pipeline by using hydrostatic head (water pressure), compressed air pressure or some other approved inversion method, or pulled into the pipeline from end to end using mechanical equipment (winch). After full insertion, the tube is cured by circulating hot water or introducing controlled air or steam throughout the length of the tube to cure it into a hard, impermeable pipe. This CIPP shall extend the full length of the original storm water pipe, and shall provide a structurally sound, jointless, tight-fitting, water-tight pipe within the original pipe.

As part of this work, the Contractor shall comply with the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction 2004, Section 431- Pipe Liner, and Section 948-4.1 Pipe Liner, or any newer versions that may be issued. The Contractor shall also follow the ASTM Standards F-1216, D-5813, and all standards referenced within these standards. If at any time it is determined that there is a conflict between these specifications and the specifications listed below, the specification that is more stringent shall take precedence.

The Contractor shall provide all materials, labor, equipment, and services necessary for, cleaning and pre/post-television inspection of the storm water pipe to be lined, complete installation, inversion, and curing process of the cured-in-place pipe, grouting if necessary, and testing of the lined storm water pipe system or any incidental but necessary item not specifically mentioned herewith.

Dewatering shall be the responsibility of the Contractor. The method shall be chosen by the Contractor and shall be included as part of the overall bid price.

The installation and curing methods used by the Contractor shall be described and included with the Bid. The Contractor shall demonstrate that the method is applicable by the manufacture and that his/her experience in using the method is proven.

The Contractor shall provide certification from the Manufacturer(s) that the installer is certified and/or licensed to perform the work.

Submittal

The Contractor shall submit to the County for approval, prior to the pre-construction meeting, Material Safety Data Sheets, schedule, proposed installation process, and the Engineering calculations for the design of the liner thickness. The Liner design calculations shall be supported by field analysis, technical assumptions, manufacture specifications and the specifications of this bid. The structural performance of the finished pipe must be adequate to accommodate all internal and external loads (live and dead) over its design life. None of the pre-existing pipe wall material shall be used in the calculations of the final structural strength. Design methods are to be derived from generally accepted pipe formula for various loading conditions and modes of failure. Parameters considered in design shall include, but not be limited to: pipe wall material strength, long-term strength for minimum fifty (50) year design life, earth loads, groundwater loads, condition of existing pipe, loading on the surface (both live and dead) missing sections of the existing pipe, geometry of the existing pipe, and localized loading or structural defects in the existing pipe. The design will be chosen relative to buckling, stress and deflection failure from external loads and ring tension and deflection failure from internal loads. When the existing pipe is determined to be fully deteriorated and will not offer any support to the cured-in-place pipe lining, the equation for buckling design will be based upon the Equation Number 33 as described in AWWA C-950. All equations will be modified to include ovality as a design parameter.

Materials

The flexible tube shall be one or more layers of needled felt or equivalent woven or non-woven material manufactured under quality controlled conditions set by the manufacturer. Tube shall be sized so that, when installed, it will fit snugly inside the existing storm water pipe and produce the required thickness after the resin is cured. The minimum length of the flexible tube shall be as necessary to effectively and fully span the distance between the ends, with allowance for proper stretching or shrinkage due to pressure or expansion. The tube shall contain no intermediate layers which may delaminate after resin curing. It shall not be possible to separate any layers with a probe or knife blade such that the layers separate cleanly or the probe or knife blade moves freely between the layers.

The tube shall be free of tears, holes cuts, foreign materials and other defects and shall be subject to inspection by the County. The finished lining shall be sized to fit tight against the existing pipe wall. An allowance shall be made for circumferential stretching during inversion. Contractor shall determine the minimum tube length necessary to effectively span the designated run between the ends, unless otherwise specified. The Contractor shall field verify the lengths prior to impregnation of the tube with resin, to insure that the tube will have sufficient length to extend the entire length. The County may, at its option require the Contractor to remove and replace any installed liner that does not extend completely to the pipe termination point at each end of the pipe.

The resin used shall be compatible with the rehabilitation process used, and designed for a storm water environment. The resin shall be able to cure in the presence or absence of water, and the initiation temperature for cure shall be as recommended by the resin manufacturer. The resin shall have sufficient thixotropic properties to obtain non-draining characteristics when impregnated into the fiber fabric.

The Contractor shall supply the recommended grout and equipment to seal any open area in the annular space between the cured-in-place pipe and the host pipe ends if needed. Grout, design mixes and grout testing reports shall be supplied to the County if it is determined that grouting is needed to seal the ends of the cured-in-place pipe to the existing pipe.

Pre-installation Procedures

The Contractor shall be responsible for cleaning the host pipe of all debris, including but not limited to roots, before the lining procedure shall begin. The Contractor shall televise the pipe after the cleaning process to insure that there are no conditions that could affect the integrity of the final product. The cleaning and televising of the pipe shall take place within forty eight (48) hours from the start of the pipe lining. A copy of the pipe video will be supplied to the Project Manager before the lining procedure is started. If there is rain between the time of the pipe cleaning and start of the lining procedure, the pipe shall be re-cleaned if it is determined that there was any debris washed into the pipe. If the Contractor fails to clean and televise the pipe before insertion of the liner material, the County shall at its option require the Contractor to remove the installed liner, clean the pipe, televise the pipe and install a new liner at no extra charge to the County. All original television inspection video tape shall be provided to the County. If there is a condition that the Contractor feels could compromise the final product, it shall be brought to the attention of the County before any other work is started. The remedy of the adverse condition shall be mutually agreed upon by the Contractor and the County. Any additional cost associated with the extra work shall be negotiated and a written change order shall be completed and signed before any further work shall begin.

Delivery, Storage and Handling

The Contractor shall transport, handle, and store pipe as recommended by manufacturer. If pipe becomes damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the County at the Contractor's expense, before proceeding further. If the flexible tube is impregnated with resin at the factory, it shall be transported, installed, and cured before expiration of the shelf life. The impregnated tube shall be stored and transported under refrigerated, ultraviolet light-free conditions.

Installation Procedures

1. Wet out.
 - a. Thoroughly saturate flexible tube prior to installation. An additional 5% -10% of resin shall be added to allow for any migration of resin into the cracks and joints

in the original pipe. Catalyst system or additives compatible with the resin and flexible tube shall be as recommended by the manufacturer.

- b. Handle the resin impregnated flexible tube properly to retard or prevent resin from setting until it is ready for insertion

2. Insertion

- a. Insert flexible tube through the pipe by means of procedure approved by the manufacturer.
- b. The addition of water, air, or steam pressure shall be adjusted to cause the impregnated flexible tube to invert from end to end, while holding the tube tight against the host pipe.
- c. The use of a lubricant is recommended to reduce friction.

3. Curing

- a. After insertion is completed, apply a suitable heat source with air, water, or steam recirculation system capable of uniformly delivering the heat required throughout the section to achieve a consistent cure of the resin. Curing temperatures and durations shall be as recommended by the manufacturer.
 - b. The heat source shall be fitted with suitable monitors to gauge the temperature of incoming and outgoing water or steam supply. Additional gauges shall be placed between impregnated tube and inverted and invert of the host pipe at the ends to monitor outside liner temperatures during resin curing process.
 - c. Heating shall continue uninterrupted until the desired temperature is achieved. Temperatures at both ends shall be measured and recorded in a log. The initials of the Contractor's representative shall be obtained on the curing logs. Copies of these logs shall be given to the County. Initial cure may be considered completed when exposed portions of the flexible tube pipe take a hard set and temperatures are adequate, as recommended by the manufacturer.
 - d. A standby heat source shall be at the site, ready for service in case of a breakdown.
4. Cool Down. Cool the CIPP in accordance with the manufacturer's instructions. Do not release internal pressure in a way that can create a vacuum and damage the CIPP.
 5. If necessary the Contractor shall grout the end of the cured lining to the host pipe to provide for a water tight seal. The type of grout shall be approved by the manufacturer and compatible with the lining.

Post Installation Procedures

The Contractor shall televise the installed pipe after work has been completed. The original post-installation television inspection shall be provided to the County. The Contractor shall repair all damages found during the reviewing of these final televised inspection video

tapes. The damages shall include but not be limited to dry spots, pinholes, delamination, sags, wrinkles, leaks, cracks, unsecured joints, visual defects, and others which in the opinion of the County are not acceptable and would impair the serviceability of the new piping system. Wrinkles in the finished liner pipe which exceed 2% of the pipe diameter are unacceptable and the Contractor shall remove either the liner or the wrinkled segments which exceed 2% of the pipe diameter. Repair of the removed sections shall be proposed by the Contractor and approved by the County. The thickness of the CIPP shall be within minus 5 percent and plus 10 percent of the minimum thickness. Thickness greater than required shall not be allowed if hydraulic capacity of the pipe is reduced. The required thickness shall be measured accurately using properly calibrated calipers.

The Contractor shall obtain samples of the cured liner according to ASTM F 1216 and forward these samples to the County.

Maintenance of Traffic (MOT)

Maintenance of traffic shall be the responsibility of the Contractor, be part of the bid price, and shall conform to Section 102 of the Florida Department of Transportation's (F.D.O.T.'s) Standard Specifications for Road and Bridge Construction 2007 edition or the most current edition of Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways.". These documents can be ordered from F.D.O.T., Maps and Publications Department 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by visiting the F.D.O.T. website at www.dot.state.fl.us/mapsandpublications and click onto On Line Store.

If the Contractor does not comply with the F.H.W.A. and M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades), the County reserves the right to direct the Contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

Underground Utilities

Any required ground digging or subsurface work shall be done in accordance with the Florida Statute Chapter 556. It shall be the responsibility of the Contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the Contractor shall be the responsibility of the Contractor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. Lake County shall

also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

Hours of Operation

Standard work hours are Monday to Friday, 7:00 a.m. to 5:00 p.m. Work will not be permitted on Sundays and recognized Holidays as listed below unless permission to work has been requested in writing by the Contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than twenty-four (24) hours prior to the work day. Work on Saturdays may be permitted by verbal notification.

Under no circumstance will permission be given for work on New Years Day, Independence Day, Thanksgiving Day, or Christmas Day. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, President's Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving Day.

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday. The Project Manager may consider approval in accordance with the provisions stated above for work on these observed holidays.

When the Contractor is approved for Sunday or Holiday work, the County may assess the Contractor a reimbursement of costs incurred by the County, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) per man per day for each Sunday or recognized Holiday worked or planned to work by the County employee(s). These fees will be deducted from the final invoice.

Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or building adjacent to the roadways.

Non-Traditional Hours of Work

Any work performed during non-traditional hours at the discretion of the Contractor but not at the requirement of the Project Manger shall not be eligible for payment of the Night Work Charges.

Safety

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, Occupational Safety and Health Administration (OSHA), or Americans with Disabilities Act (ADA) regulations shall be provided by the Contractor.

All safety devices installed by the manufacturer on equipment shall be in place and in proper working order at all times. If the Project Manager determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the Project Manager.

The Project Manager or other County representative may periodically monitor the work site for safety. Should there be safety and/or health violations, the County's representative shall have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the Project Manager, or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

Should the worksite be in a hazardous area, the County shall take reasonable actions to furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site. The Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), are invitees and need not have warrants or permission to enter the work site.

The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate completely in the English language due to the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

Hazardous Materials

The Contractor is responsible for notifying the Project Manager of any hazardous materials used on the work site and providing the Project Manager a copy of the Material Safety Data Sheets (MSDS) as required by law.

Any spillage of hazardous chemicals and/or wastes caused by the Contractor shall be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations. The cost of clean up of any spillage of hazardous chemicals caused by the Contractor shall be the sole responsibility of the Contractor and the County shall share no responsibility for these costs. A copy of a complete report showing compliance with local, state, and federal agencies shall be given to the County.

If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the Contractor to immediately contact the Project Manager with a description and the location of the condition.

Erosion Control

The Contractor shall be responsible to comply with all erosion control as per FDOT Standard Specification for Road and Bridge Construction 2007 Section 104 Prevention, Control, and Abatement of Erosion and Water Pollution.

Clean-Up and Restoration

The Contractor shall be responsible for the removal of all surplus material and debris within the work zone. All costs associated with clean-up and debris removal shall be included in the unit price. Any deficiencies of this nature will be addressed as part of the Final Inspection process. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

Precautions shall be taken by the Contractor against damage to public and private property during the course of this work. Should damage occur, by omission or commission, the Contractor shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event the Contractor fails to restore the damaged property, the County shall have the option to restore the damaged property at the Contractor's expense.

Damage

All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, etc., shall be either repaired or replaced by the Contractor, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to

the County, such as but not limited to, from utility companies or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. County reserves the right to pay any such invoices and deduct that amount from the Contractor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished.

The Contractor shall notify the Project Manager immediately of any complaints given directly to the Contractor.

If the Contractor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with the County standards, the County shall repair the items and deduct the associated cost from the amount due the Contractor.

Complaints of Damage shall be addressed within 48 hours and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

If in the course of completing work as part of this contract there is an accident that involves the public, the Contractor shall as soon as possible inform the Project Manager of the incident by telephone. The Contractor shall follow up in writing within two (2) days of the incident. If Law Enforcement was involved and wrote a report, the Contractor shall forward a copy of the report to the Project Manager.