



## **Resolution No. 2929**

**A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.**

**Whereas**, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2020 and terminating on September 30, 2021 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

**Whereas**, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

**Whereas**, from time-to-time circumstances and events may require that the original City budget may need revision; and

**Whereas**, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

**Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:**

### **Section 1. Adoption of Budget Amendment.**

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2020 and terminating on September 30, 2021 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2020 and

terminating on September 30, 2021 shall remain in full force and effect.

**Section 2. Implementing administrative actions.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

**Section 3. Savings.**

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

**Section 4. Conflicts.**

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 6. Effective Date.**

This Resolution shall become effective immediately upon enactment.

**Passed and adopted this 25<sup>th</sup> day of January, 2021.**

Attest:

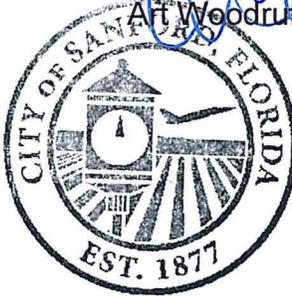
City Commission of the City of  
Sanford

*Traci Houchin*

Traci Houchin, City Clerk

*Art Woodruff*  
Art Woodruff, Mayor

For use and reliance of the Sanford  
City Commission only.  
Approved as to form and legality.



*William L. Colbert*  
William L. Colbert, City Attorney



CITY OF  
**SANFORD**  
FLORIDA



APPROVED

|          |            |    |          |
|----------|------------|----|----------|
| WS       | ___        | RM | <u>X</u> |
| Item No. | <u>8.F</u> |    |          |

**CITY COMMISSION MEMORANDUM 21-035  
JANUARY 25, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**PREPARED BY:** Mack McKinley, Water Resource Engineer  
**SUBMITTED BY:** Norton N. Bonaparte, Jr., City Manager  
**SUBJECT:** Sewer Line Rehabilitation Proposal; Budget Amendment & Procurement to Granite Inliner, LLC.

**STRATEGIC PRIORITIES:**

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

**SYNOPSIS:**

Approval to amend the budget and the procurement of services from Granite Inliner, LLC (Granite) of The Woodlands, Texas, procurement in the amount of \$599,885 to perform pipe rehabilitation is requested.

**FISCAL/STAFFING STATEMENT:**

This work is proposed under a piggyback contract: City of Casselberry contract, RFP 2019-0467 (Sanford (PBA 19/20-69)); The sewer line rehabilitation project construction cost is \$552,697.50. A budget amendment in the amount of \$1,250,000 related to the FDEP Grant Funds.

In 2020, the State's funding for this grant assistance by the FDEP was approved pursuant to Line Items 1635A (\$750,000) and 1641C (\$500,000) of the 2020-2021 General Appropriations Act as enacted by the Florida Legislature. Funding agreement (LP5901A) was approved by Commission in October 2018 providing \$500,000 in assistance, Amendment 1 of this agreement was approved in November 2019 providing an additional \$750,000 in funding. Amendment 2, approved by Commission December 14, 2020 includes the current funding of \$1,250,000.

The level of assistance provided this year is \$1,250,000 toward the total estimated project cost of \$1,250,000. The project cost includes consultant fees for project administration, grant management and infrastructure evaluation study, the subject Sewer Line Rehabilitation Proposal in the amount of \$599,885, and additional contracted services to be approved separately.

Funding is available in the Utilities Water and Sewer, Improvements other than Buildings fund. However, 100% of the cost will be reimbursed by the Legislative grant administered by FDEP.

**BACKGROUND:**

The City’s program of protecting the Lake Monroe Watershed includes improvements to the sanitary sewer collection system to reduce infiltration and inflow (I/I) into the system. I/I is caused by excessive groundwater and stormwater entering the sanitary sewer system either through the buried pipe network and manholes or at surface entrance points. The City has been evaluating and rehabilitating the sanitary sewer system on a priority basis since 2005 based on funding availability.

The City has been very successful in obtaining grants and loans from the State for the sanitary sewer rehabilitation program. This project is funded under by the FDEP using General Appropriations Act funding. The City has received approval in LP5901A, including Amendments 1 and 2, a total of \$2,500,000 for sewer rehabilitation.

Work includes installation of gravity sewer main lining with Cured-In-Place Pipe (CIPP) which does not require excavation.

**LEGAL REVIEW:**

No legal review was not requested of the City Attorney.

**RECOMMENDATION:**

City staff recommends that the City Commission approve the Granite Inliner proposal in the amount of \$599,885 to perform pipe rehabilitation, and the associated budget amendment implemented by Resolution No. 2929.

**SUGGESTED MOTION:**

“I move to approve the Granite Inliner proposal in the amount of \$599,885 to perform pipe rehabilitation, and the associated budget amendment implemented by Resolution No. 2929.

Attachments: Granite piggyback City of Casselberry Contract (PBA 19/20-69)  
Granite proposal for \$599,885  
Executed Amendment 2 for Grant Agreement LP5901A  
Resolution No. 2929  
Budget Amendment



Granite Inliner  
 2531 Jewett Lane  
 Sanford, FL 32771

T 407.472.0014  
[graniteconstruction.com](http://graniteconstruction.com)

## REVISED PROPOSAL

**DATE:** September 25, 2020

**SUBMITTED TO:** City of Sanford  
 Utility Department  
 300 N. Park Ave.  
 Sanford, FL 32771

**Attn:** Mack McKinley, P. E.  
 Water Resources Engineer  
[Mack.McKinley@Sanfordfl.gov](mailto:Mack.McKinley@Sanfordfl.gov)

**JOB LOCATION:** Sanford Sanitary Sewer Rehab 2021 – Various Locations

**We propose** hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

**Five Hundred Ninety-Nine Thousand Eight Hundred Eighty-Five dollars and no cents (\$599,885.00)**

**Payment terms - 100% within thirty (30) days upon completion and acceptance.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

**We hereby submit specifications and estimates as follows:**

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

| ITEM | DESCRIPTION          | QTY    | UNIT | PRICE        | TOTAL               |
|------|----------------------|--------|------|--------------|---------------------|
| 100  | Mobilization         | 1      | LS   | \$1,500.00   | \$1,500.00          |
| 115  | Light Cleaning       | 12,600 | LF   | \$2.00       | \$25,200.00         |
| 120  | Medium Cleaning      | 2,410  | LF   | \$4.00       | \$9,640.00          |
| 155  | 8" Sewer Flow        | 12,400 | LF   | \$0.75       | \$9,300.00          |
| 160  | 10" Sewer Flow       | 1,000  | LF   | \$1.00       | \$1,000.00          |
| 165  | 12" Sewer Flow       | 500    | LF   | \$2.00       | \$1,000.00          |
| 170  | 15" Sewer Flow       | 595    | LF   | \$3.00       | \$1,785.00          |
| 175  | 18" Sewer Flow       | 515    | LF   | \$4.00       | \$2,060.00          |
| 225  | 8" Sewer Main        | 12,400 | LF   | \$30.00      | \$372,000.00        |
| 230  | 10" Sewer Main       | 1,000  | LF   | \$33.00      | \$33,000.00         |
| 235  | 12" Sewer Main       | 500    | LF   | \$40.00      | \$20,000.00         |
| 240  | 15" Sewer Main       | 595    | LF   | \$50.00      | \$29,750.00         |
| 245  | 18" Sewer Main       | 515    | LF   | \$60.00      | \$30,900.00         |
| 250  | Lateral Reconnection | 251    | EA   | \$250.00     | \$62,750.00         |
|      |                      |        |      | <b>TOTAL</b> | <b>\$599,885.00</b> |

**NOTES:**

- 1. Pricing based on unit prices contained in an existing contract with Granite Inliner, LLC and the City of Casselberry Contract RFP-2019-0467.
- 2. This proposal is subject to a pre-inspection by Granite Inliner, LLC indicating the line is acceptable for installation of Inliner.
- 3. Inliner to be installed as per ASTM & manufacturer's specifications.
- 4. Price quoted does not include point repairs, if required, prior to installing Inliner.
- 5. If payment is not received within 30 days of invoice, a 1.5% monthly finance charge will be assessed on all outstanding balances.
- 6. Granite Inliner, LLC will furnish City of Sanford with final inspection USB drives of rehabilitated sewer lines upon completion.
- 7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature Christopher Hee  
Christopher Hee, Project Manager

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Authorized Signature \_\_\_\_\_

**AMENDMENT NO. 2  
TO AGREEMENT NO. LP5901A  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF SANFORD**

This Amendment to Agreement No. LPA5901A, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and The City of Sanford, (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Sanford Nutrient Reduction - Lakes Monroe and Jesup effective October 30, 2018; and,

WHEREAS, funding in the amount \$500,000 was provided under Line Item 1595A of the 2018-2019 General Appropriations Act for Sanford Nutrient Reduction – Lakes Monroe and Jesup (“Project”); and,

WHEREAS, funding in the amount \$750,000 was provided under Line Item 1657A, of the 2019-2020 General Appropriations Act for Sanford Nutrient Reduction - Lakes Monroe and Jesup; and,

WHEREAS, \$750,000 in additional funding for this Project was provided under Line Item 1635A of the 2020-2021 General Appropriations Act; and,

WHEREAS, \$500,000 in additional funding for this Project was provided under Line Item 1641C of the 2020-2021 General Appropriations Act; and the total funding for this Agreement is now \$2,500,000; and,

WHEREAS, certain provisions of the Agreement need revision.

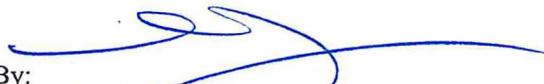
NOW THEREFORE, the parties agree as follows:

1. **Attachment 3-1, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3-1** shall hereinafter refer to **Attachment 3-2, Revised Grant Work Plan**.
2. **Attachment 5-1, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-2, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5-1**, shall hereinafter refer to **Attachment 5-2, Revised Special Audit Requirements**.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP5901A to be duly executed, the day and year last written below.

CITY OF SANFORD

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
City Manager

By: **Trina Vielhauer** Digitally signed by Trina Vielhauer  
Date: 2020.12.17 07:16:29 -05'00'  
Secretary or Designee

N. Scott N. BOWMAN, JR.  
Print Name of Authorized Person

\_\_\_\_\_  
Print Name and Title of Authorized Person

Date: Dec 16 2020

Date: \_\_\_\_\_



**Evan Beitsch** Digitally signed by Evan Beitsch  
Date: 2020.12.16 16:27:35 -07'00'  
Evan Beitsch, DEP Grant Manager

**Sandra Waters** Digitally signed by Sandra Waters  
Date: 2020.12.17 06:30:55 -05'00'  
Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| Specify Type | Letter/<br>Number | Description (include number of pages)        |
|--------------|-------------------|--|
| Attachment   | 3-2               | Revised Grant Work Plan (3 Pages)            |
| Attachment   | 5-2               | Revised Special Audit Requirements (5 pages) |

**ATTACHMENT 3-2  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Sanford Nutrient Reduction at Lake Jesup and Lake Monroe Watersheds

**PROJECT LOCATION:** The Project will be located in the St. Johns River Middle Basin and Lake Jesup area within the City of Sanford in Seminole County; Lat/Long (28.7734, -81.1629).

**PROJECT BACKGROUND:** The City of Sanford (Grantee) has prioritized protecting the Lake Monroe Watershed by implementing improvements to the sanitary sewer collection system (SSCS) to reduce infiltration and inflow into the system. Infiltration and inflow are caused by groundwater and stormwater that enters the SSCS through the buried pipe network and manholes, or through surface entrance points. The Grantee has been evaluating and rehabilitating the SSCS on a priority basis since 2005, based on funding availability. By analyzing conditions within the SSCS during both dry and wet weather, the Grantee has been able to identify pump station areas with the highest levels of infiltration and inflow. The wet period during and after Tropical Storm Fay in August 2008 provided data that was recently used to help prioritize areas within the City for pipelining. The Project will reduce water effluent discharge(s) and provide nutrient reductions to the Lake Jesup and Lake Monroe Watersheds.

**PROJECT DESCRIPTION:** The Grantee will upgrade the existing SSCS infrastructure in the City of Sanford Priority Area 3. The Project will also include an Inflow and Infiltration Study of the western side of the City to identify critical areas for inflow and infiltration in the SSCS.

**TASKS:**

All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Inflow & Infiltration Study**

**Deliverables:** The Grantee will perform an Inflow & Infiltration Study that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem.

**Documentation:** The Grantee will submit the final Inflow & Infiltration Study report.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

**Task 2: Design and Permitting**

**Deliverables:** The Grantee will complete the design of SSCS infrastructure improvements and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the

final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

The final design will be required if Construction is included in the Grant Work Plan.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 3: Project Management**

**Deliverables:** The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor, and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 3: Construction**

**Deliverables:** The Grantee will construct SSCS infrastructure improvements in accordance with the construction contract documents.

**Documentation:** The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date.

| <b>Task No.</b> | <b>Task Title</b>     | <b>Budget Category</b> | <b>Grant Amount</b> | <b>Task Start Date</b> | <b>Task End Date</b> |
|-----------------|-----------------------|------------------------|---------------------|------------------------|----------------------|
| 1               | Study                 | Contractual Services   | \$294,164.50        | 07/01/2018             | 12/31/2021           |
| 2               | Design and Permitting | Contractual Services   | \$125,000.00        | 07/01/2018             | 12/31/2021           |
| 3               | Project Management    | Contractual Services   | \$185,995.00        | 07/01/2018             | 12/31/2021           |
| 4               | Construction/Lining   | Contractual Services   | \$1,894,880.50      | 07/01/2018             | 12/31/2021           |
| Total           |                       |                        | \$2,500,000.00      |                        |                      |

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5-1**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| <b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b> |                |             |            |                |                              |
|--|----------------|-------------|------------|----------------|------------------------------|
| <b>Federal Program A</b>   | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
|  |                |             |            | \$             |                              |
|  |                |             |            |                |                              |
|  |                |             |            |                |                              |
| <b>Federal Program B</b>   | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
|  |                |             |            | \$             |                              |
|  |                |             |            |                |                              |
|  |                |             |            |                |                              |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| <b>Federal Program A</b> | First Compliance requirement: i.e.: (what services of purposes resources must be used for)     |  |
|--------------------------|--|--|
|                          | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) |  |
|                          | Etc.   |  |
|                          | Etc.   |  |
| <b>Federal Program B</b> | First Compliance requirement: i.e.: (what services of purposes resources must be used for)     |  |
|                          | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) |  |
|                          | Etc.   |  |
|                          | Etc.   |  |

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: |                |      |            |                |                              |
|---|----------------|------|------------|----------------|------------------------------|
| Federal Program A   | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|   |                |      |            |                |                              |
|   |                |      |            |                |                              |
| Federal Program B   | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|   |                |      |            |                |                              |
|   |                |      |            |                |                              |

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |                                   |                   |             |   |                |                              |
|---|-----------------------------------|-------------------|-------------|---|----------------|------------------------------|
| State Program A   | State Awarding Agency             | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description                    | Funding Amount | State Appropriation Category |
| Original Agreement  | Dept. of Environmental Protection | 2018-2019         | 37.039      | Statewide Surface Water Restoration and Wastewater Projects | \$500,000      | 140047                       |
| Amendment 1   | Dept. of Environmental Protection | 2019-2020         | 37.039      | Statewide Surface Water Restoration and Wastewater Projects | \$750,000      | 140047                       |
| Amendment 2   | Dept. of Environmental Protection | 2020-2021         | 37.039      | Statewide Surface Water Restoration and Wastewater Projects | \$750,000      | 140047                       |
| Amendment 2   | Dept. of Environmental Protection | 2020-2021         | 37.039      | Statewide Surface Water Restoration and Wastewater Projects | \$500,000      | 149944                       |
| State Program B   | State Awarding Agency             | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description                    | Funding Amount | State Appropriation Category |
|   |                                   |                   |             |   |                |                              |
|   |                                   |                   |             |   |                |                              |

|                    |                    |  |
|--------------------|--------------------|--|
| <b>Total Award</b> | <b>\$2,500,000</b> |  |
|--------------------|--------------------|--|

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

**Attachment 5, Exhibit 1**

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**Granite Inliner, LLC Piggyback Contract (PBA 19/20-69) Relating To Sanitary Sewer, Manhole And Lift Station Wet Well Rehabilitation**

The City of Sanford ("City") enters this "Piggyback" Contract with Granite Inliner, LLC, a Indiana limited liability company (hereinafter referred to as the "Vendor"), whose corporate address is 1800 Hughes Landing Boulevard, Suite 800, The Woodlands, Texas 77380, and whose local address is 2531 Jewett Lane, Sanford, Florida 32771, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

(1). The Purchasing Policy for the City of Sanford allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with the City of Casselberry, said contract being identified as "RFP 2019-0467" relating to goods and services provided to the City of Casselberry for sanitary sewer, manhole and lift station wet well rehabilitation, as said contract may have been amended, in order for the Vendor to provide an array of services relating to sanitary sewer, manhole and lift station wet well rehabilitation and related goods and services to the City as the City may deem desirable (said original contract documents being referred to as the "original government contract").

(2). The original government contract documents are incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in

accordance with City policies and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford with most favored nation pricing.

(3). Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

(a). Time Period ("Term") of this Contract: (state N/A if this is not applicable). N/A. Notwithstanding any provisions, however, this Contract shall not be operative for a period of time exceeding 5 years.

(b). Insurance Requirements of this Contract: N/A.

(c). Any other provisions of the original government contract that will be modified: (state N/A if this is not applicable). See, (<https://www.sanfordfl.gov/departments/finance/purchasing/contract-terms-and-conditions> or [www.SanfordFL.gov](http://www.SanfordFL.gov)). The parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Contract to the extent deemed necessary by the City in its sole and absolute discretion.

(d). Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue;

Sanford, Florida 32771. The City Manager's designated representative for this Contract is:

Bilal Iftikhar, P.E., J.D.  
Director  
Utilities, Public Works Department  
City of Sanford  
Post Office Box 1788  
Sanford, Florida 32772-1788  
Phone: 407.688-5085

(e). Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

(f). Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

(g). All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.

(h).

(i). **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHIN@SANFORDFL.GOV.**

(ii). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the Vendor must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor 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 City in a format that is compatible with the information technology systems of the City.

(III). If the Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

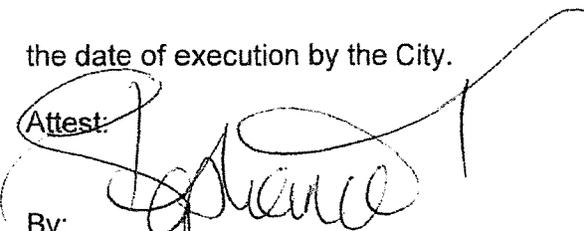
(IV). Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

(i). All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

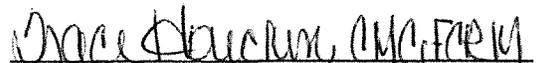
**Entered** the date last set forth below or, in the event that the Vendor fails to date, the date of execution by the City.

Attest:

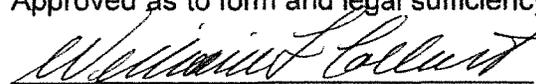
By:

  
Stephanie Taylor  
Operations Finance Manager

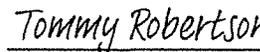
Attest:

  
Traci Houchin, City Clerk, CMC, FCRM

Approved as to form and legal sufficiency.

  
William L. Colbert City Attorney

**Granite Inliner, LLC, an Indiana limited liability company.**

  
Tommy Robertson

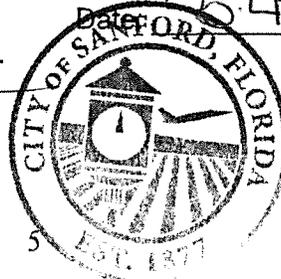
Tommy Robertson, Area Manager Date:  
4/7/2020

City Of Sanford

By:

  
Jeff Triplett, Mayor

Date: 4/20/20



**Exhibit "A"**

[Attach original government contract]



FULL CONTRACT  
AVAILABLE  
ELECTRONICALLY

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

**AGREEMENT**

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and GRANITE INLINER, 2531 Jewett Lane, Sanford, Florida 32771, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the CITY has competitively solicited for Sanitary Sewer, Manhole and Lift Station Wet Well Rehabilitation, pursuant to RFP-2019-0467 which is included by reference and incorporated herein; and

**WHEREAS**, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required goods; and

**WHEREAS**, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

**SECTION 1            TERM**

The term of this Agreement shall begin on June 10, 2019 and continue through June 9, 2022 and may be renewed for two (2) additional one (1) year periods when in the best interest of the City. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order and a Task Authorization.

**SECTION 2            SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

**SECTION 3            OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida.

**SECTION 4            INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

**SECTION 5            COMPENSATION**

- A. The CONTRACTOR agrees that services will be rendered on an as needed basis. The amount to be paid under this Agreement for satisfactory completion of services will not exceed One Million and 00/100 Dollars (\$1,000,000.00) annually for the term of this Agreement, in accordance with the price proposal set forth in Exhibit "B" which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

**SECTION 6                      WARRANTY**

- A. Contractor guarantees that the Work performed under this Agreement will be free from faulty materials or workmanship and will comply with all applicable laws, including but not limited to the Americans with Disabilities Act. Upon receiving notification from City, Contractor agrees to remedy, repair, or replace, immediately, without cost to City and to City's satisfaction, all defects, damages, or imperfections appearing in the Work (including labor and materials) within a period of one (1) year after the date of final completion and acceptance by the City. In addition, Contractor shall provide a (5) five year bonded warranty (renewable annually) for all manhole or lift station wet well rehabilitation. Payments to Contractor shall not relieve Contractor of these obligations.
- B. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the entire jobsite will be left in a broom-clean condition. Contractor shall assign all material and parts warranties to the City, and shall deliver to the City evidence of any such warranties as well as all product information and specifications.

**SECTION 7                      APPLICABLE LICENSING**

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. Contractor warrants that it is licensed by the Contractors State Licensing Board, and currently in good standing.

**SECTION 8                      STANDARD OF CARE**

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 9                      TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

**SECTION 10                      DEFAULT BY CONTRACTOR AND CITY'S REMEDIES**

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

**SECTION 11            BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

**SECTION 12            PAYMENT WHEN SERVICES ARE TERMINATED**

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
  
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

**SECTION 13            INSURANCE (CHECK AMOUNTS and ADJUST AS NECESSARY)**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

|   |                |
|---|----------------|
| Automobile combined single limit or           | \$2,000,000.00 |
| a) Automobile Bodily Injury and               | \$ 500,000.00  |
| b) Automobile Property Damage                 | \$ 500,000.00  |
| Umbrella / Excess Liability                   |                |
| a) Each Occurrence                            | \$1,000,000.00 |
| b) Aggregate                                  | \$2,000,000.00 |
| Commercial General Liability                  |                |
| a) Each Occurrence                            | \$1,000,000.00 |
| b) Medical Expense (Any one Person)           | \$ 5,000.00    |
| c) Personal & Advertisement Injury            | \$1,000,000.00 |
| d) General Aggregate                          | \$2,000,000.00 |
| e) Products – Comp/OP AGG                     | \$1,000,000.00 |
| Professional Liability (errors and omissions) | \$ 500,000.00  |
| Worker's Compensation                         | \$1,000,000.00 |

**WORKERS' COMPENSATION:** Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees,

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
  - 1. The name of the insured CONTRACTOR;
  - 2. The specified job by name and job number;
  - 3. The name of the insurer;
  - 4. The number of the policy;
  - 5. The effective date;
  - 6. The termination date; and,
  - 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
  - 8. The Certificate Holders Box must read as follows:

City of Casselberry  
c/o Administrative Services Director  
95 Triplet Lake Drive  
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

**SECTION 14            CITY OBLIGATIONS**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 15            PUBLIC RECORDS**

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

1. Keep and maintain all public records required by the CITY to perform the services herein; and
  2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
  4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.
- C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, [DGARDNER@CASSELBERRY.ORG](mailto:DGARDNER@CASSELBERRY.ORG), 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

**SECTION 16            RIGHT TO INSPECTION**

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

**SECTION 17                    PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**SECTION 18                    CORPORATE REPRESENTATIONS BY THE CONTRACTOR**

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

**SECTION 19                    INDEPENDENT CONTRACTOR**

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

**SECTION 20                    RELATIONSHIP OF PARTIES**

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

**SECTION 21                    THIRD-PARTY BENEFICIARIES**

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

**SECTION 22                    FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostilities, terrorism, revolution, civil insurrection, strike, epidemic, fire, flood, windstorm, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

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**SECTION 23                    TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

**SECTION 24                    FURTHER ASSURANCES**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

**SECTION 25                    COMPLIANCE WITH ALL LAWS**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

**SECTION 26                    INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

**SECTION 27                    INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

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**SECTION 28                    SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

**SECTION 29                    COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;
- B. The parties unequivocally waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court; and
- C. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

**SECTION 30                    CITY AS A MUNICIPAL CORPORATION**

Nothing contained herein shall be interpreted to require the CITY as a municipal corporation to (i) to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

**SECTION 31                    BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 32                    ASSIGNMENT**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

**SECTION 33                    AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES**

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way

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restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

**SECTION 34                      SEVERABILITY**

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

**SECTION 35                      WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

**SECTION 36                      NOTICES**

Whenever any notice, demand, or request is required or permitted, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the addresses below.

|                       | The CITY Project Representative | The Contractor Project Representative |
|-----------------------|---------------------------------|---------------------------------------|
| Attention             | Procurement Administrator       | Tommy Robertson                       |
| Entity Name           | City of Casselberry             | Granite Inliner                       |
| Street Address        | 95 Triplet Lake Drive           | 2531 Jewett Lane                      |
| City, State, Zip Code | Casselberry, Florida 32707      | Sanford, Florida 32771                |

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to. However, at no time will any Party be required to send more than an original and two copies of any notice, demand, or request required or permitted. Written requirements of the Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. No Party may claim any waiver by another Party of such notice requirements based upon such other Party having actual knowledge, implied, oral or constructive notice, lack of prejudice or any other ground as a substitute for failure of a Party to comply with the express written notice requirements herein. Electronic e-mails do not constitute effective notice under this Agreement.

**SECTION 37                      PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof,

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is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

|                       | The CITY Project Representative  | The Contractor Project Representative                                    |
|-----------------------|--|--|
| First and last name   | Tara Lamoureux, P.E.   | Tommy Robertson  |
| Title                 | Assistant Public Works Director/Utility Manager                            | Area Manager   |
| Entity Name           | City of Casselberry  | Granite Inliner  |
| Street Address        | 95 Triplet Lake Drive  | 2531 Jewett Lane   |
| City, State, Zip Code | Casselberry, Florida 32707   | Sanford, Florida 32771   |
| Telephone             | (407) 262-7725, Ext. 1228  | (407) 472-0014   |
| Email address         | <a href="mailto:tlamoureux@casselberry.org">tlamoureux@casselberry.org</a> | <a href="mailto:tommy.robertson@gcinc.com">tommy.robertson@gcinc.com</a> |

**SECTION 38                      CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

**SECTION 39                      PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

**SECTION 40                      EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 41                      EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department

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of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**SECTION 42            PUBLIC EMERGENCIES**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

**SECTION 43            HEADINGS**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 44            ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**SECTION 45            ARMS-LENGTH NEGOTIATIONS**

This Agreement is the result of bona fide arms-length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

**SECTION 46            INTEGRATION/AMENDMENT**

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR, and is subject to such reasonable modifications as may be required by the CITY's insurer(s), if any. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

City of Casselberry | Procurement Division  
95 Triplet Lake Drive, Casselberry, Florida 32707  
Phone: 407-262-7700, Ext. 1142 | [procurement@casselberry.org](mailto:procurement@casselberry.org)

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**SECTION 47            COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

<https://www.flsenate.gov/Session/Bill/2018/00780> [July 1, 2018]

**SECTION 48            SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE**

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or
- B. In the event that the CONTRACTOR is put on the scrutinized companies list enumerated in Section 215.4725, Florida Statutes, or
- C. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- D. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in **Exhibit "C"** which is attached hereto and made a binding part hereof.

**SIGNATURE PAGE TO FOLLOW**

City of Casselberry | Procurement Division  
95 Triplet Lake Drive, Casselberry, Florida 32707  
Phone: 407-262-7700, Ext. 1142 | [procurement@casselberry.org](mailto:procurement@casselberry.org)

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 10<sup>th</sup> day of June, AD 2019.

**CITY OF CASSELBERRY, FLORIDA**

By:   
Charlene Glancy  
Mayor/Commissioner

Attest:  
CITY OF CASSELBERRY  
By:   
Donna G. Gardner, CMC  
City Clerk

As authorized for execution at the City  
Commission meeting of:  
6/10/19



**GRANITE INLINER**

By:   
Print: Ashley M. Stinson  
Title: Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

See Attached Acknowledgment

The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_\_, AD 2019, by \_\_\_\_\_ as \_\_\_\_\_ of the CONTRACTOR, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

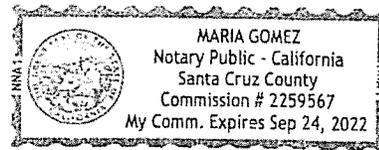
State of California  
County of Santa Cruz )

On May 23, 2019 before me, Maria Gomez, Notary Public  
(insert name and title of the officer)

personally appeared Ashley M .Stinson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Gomez* (Seal)  
Maria Gomez, Notary Public

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**Exhibit "A"  
Scope of Services**

**Background**

The City of Casselberry is a City in Seminole County, FL with a population of approximately 29,000. The City has a water and wastewater utility system serving approximately 54,000 people both inside City limits as well as in parts of Maitland, Winter Springs, Longwood, unincorporated Seminole County, and unincorporated Orange County.

The wastewater collection system consists of approximately 133 miles of gravity sewer mains, 3,259 sanitary sewer manholes, 72 lift stations, and 45 miles of force main. The average age of the gravity sewer system is approximately 40 years old and the majority of the City's gravity sewer mains are made of vitrified clay pipe.

The City has been rehabilitating its sanitary sewer system with Cured-in-Place Pipe and manhole lining with the ultimate goal of reducing the volume of inflow and infiltration into the system and extending the lifespan of the system.

Individual projects under this continuing services contract will range in size and are anticipated to include both capital projects and emergency repair work.

The following definitions are not inclusive and may not align with the price proposal.

**A. Ancillary Services**

1. All pricing for non-emergency items shall be proposed based on a project size of at least 10,000 LF.
2. **Mobilization** refers to the travel charges incurred in transporting equipment and personnel to or from the jobsite to the nearest base of operations. The price for this line item shall include all necessary costs for mobilization and demobilization for any non-emergency project.
3. **Traffic Control:** Traffic control should include all flagmen, signage, barricades, etc. necessary to maintain traffic in accordance with FDOT standards. The "per week" rate shall be used for projects in which a minimum of one full 5-day week of traffic control is required. The "per day" rate shall be used for all projects with a total duration of less than one week and for all emergency repairs where traffic control is required.
4. **Cleaning:** Light Cleaning refers to the removal of ¼ diameter or less of sand and/or debris from a section of pipe. Medium Cleaning refers to the removal of ¼ to ½ diameter of sand and/or debris from a section of pipe. Heavy Cleaning refers to the removal of greater than ½ diameter of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation are each separate line items.
5. **Smoke Testing:** The introduction of a smoke producing device into a section of pipe for the purpose of determining sources of exfiltration or cross-connections.
6. **Bypass Pumping:** Bypass pipes shall be measured per linear foot of bypass pipe required for a project. "Sewer Flow" refers to the diameter of the sewer main that is being bypassed.

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7. **Easement Access** refers to the additional charge incurred when working within an easement on a location which is not easily accessible. Whether or not a location is considered easily accessible will be determined by the City on a case-by-case basis.

**B. Cured-In-Place Pipe Lining (CIPP)**

1. **Sanitary Sewer Line Rehabilitation – CIPP** refers to the installation of a resin impregnated, cured-in-place pipe by external heat source curing within the existing sewer main. All CIPP installed is to have a normal thickness of 6.0 mm. CCTV inspection must be performed before and after both mainline and lateral liner installation. CCTV inspection before liner installation is for contractor use only and does not need to be provided to the City. Digital video files of the CCTV inspection after liner installation must be provided to the City at no additional cost.
2. **Lateral Reconnection** refers to the reinstatement of the house service connection of the sewer main after the installation of the CIPP system in the sewer main. This is accomplished from within the sewer main via a remote controlled cutting device.
3. **Lateral Lining** refers to the installation of a CIPP system as described above within the existing lateral extending from the sewer main connection to a previously installed cleanout. Lateral diameters may vary with a minimum diameter of 4 inches.
4. Additional for stack service refers to an additional charge incurred when lining a service lateral in the stack or vertical configuration.

**C. Sanitary Manhole and Lift Station Wet Well Rehabilitation**

1. **Epoxy Liner Application:** This refers to the application of a spray-on epoxy coating system to a sanitary sewer manhole or wet well. The epoxy coating system shall be Spectrashield, Raven 405, Sauereisen 210 Series, Tnemec Series 434/435, Green Monster, or approved equal. Prices are to be proposed based on the products listed and not an approved equal. If an approved equal is to be used, it must be approved by the City prior to the start of work. The minimum finished thickness and application procedures of the coating shall be as specified by the manufacturer. This item shall be measured per vertical foot based on a 48" diameter manhole. For all manholes and wet wells larger than 48" in diameter, this item shall be measured per square foot by dividing the vertical foot price by 12.56.
2. **Invert Repair** refers to minor repairs made to the bench and invert area of the manhole.
3. **Injection Grouting** refers to the placement of a grout curtain around the manhole exterior via drilled access points in the manhole wall. The grout to be used shall be acrylate chemical grout AC400 or Avanti AV/118. Pricing for grouting a single manhole/wet well includes a total volume limit of 55 gallons. Price for additional grout refers to an additional per gallon charge when grouting a single manhole/wet well that requires more than 55 gallons.
4. **Manhole Ring & Cover Replacement** shall include the removal of the existing manhole ring and cover and the installation of a new manhole ring and cover in accordance with the City.

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**D. Emergency Services**

1. The items in this category are to be used only for emergency jobs. All other services performed on an emergency basis will be the same unit price as on a non-emergency basis. The purpose of the Emergency Mobilization line item is to cover all additional costs of performing jobs on an emergency basis. Emergency Mobilization is not to be charged if the crew performing the emergency work is already working within the City's utility service area for another City project.
2. **Top Hatting and Point Grouting** shall be priced as though they are only to be performed on an emergency basis, however, the City may occasionally require these services on a non-emergency basis.
3. **TV Inspection** refers to the televised inspection by CCTV of the pipe interior using remote controlled video equipment. Payment is by the linear foot of travel within the pipe. TV inspection does not include any cleaning except for the use of water jet for camera transport. This item is only to be used in an emergency situation if requested by the City. Digital video files shall be included in the TV inspection price and must be submitted to the City prior to requesting payment.
4. **Cured-in-Place Repair Sleeve** refers to the installation of a segment of resin-impregnated fiberglass or polyester felt tube by external heat source curing or ultraviolet curing into an existing sanitary sewer main. All CIP repair sleeves are to have a normal thickness of 13.5 mm. Sectional liner material must be approved by the City prior to installation. Sectional liner must be installed as specified by the manufacturer. CCTV inspection must be performed after installation of the lining and digital video files shall be provided to the City at no additional cost. CCTV inspection must be performed before liner installation to be used for contractor reference only and need not be provided to the City.

**E. Additional Requirements**

1. The proposer shall employ adequate staff to perform the services required. Staff must include a Project Manager and Field Supervisor. Staff shall be proficient and experienced in all phases of services mentioned.
2. The proposer shall be a licensed Contractor.
3. The proposer shall submit shop drawings of all materials to be used. Materials must be approved by the City prior to the start of work.
4. The proposer shall be certified in confined space entry (OSHA) and traffic control.
5. The proposer shall provide services that include safety measures for both the public and the workers.
6. The proposer shall coordinate all scheduling with the City.
7. The proposer shall provide an introductory and organizational seminar regarding its services after award to selected City representatives.
8. The proposer shall work with the City in establishing priorities and in preparing work assignments. The City will provide approximate linear footages for all pipe to be repaired in the work assignment. These lengths will need to be field verified via CCTV before payment.

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9. The proposer shall obtain and pay for permits when necessary for work performed outside of City limits.
10. The proposer shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected proposer to protect workers, public, and City staff from the exposure to harmful or hazardous substances within the sewer system.
11. The proposer shall be responsible for the proper disposal of all waste materials, sand, sludge, and debris. The selected proposer shall be responsible for all waste material spills and clean-up in the loading, hauling, and unloading of the proposer's equipment.
12. The proposer shall be responsible for conforming to any and all requirements regarding hauling and disposal of sewer wastes from each City work site in accordance with OSHA regulations and those that may be mandated by the Federal, State, and local Governments.
13. The proposer shall ensure that all waste material transporters possess all required local, state, and federal transportation permits and that they comply with all local, state, and federal regulations, including but without limitation, 40 CFR Part 236, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.
14. The proposer shall mobilize and be onsite within a maximum of thirty (30) calendar days after issuance of each work assignment by the City, unless otherwise agreed to by the City or in the case of an emergency. In the case of emergency, the proposer shall respond within 24 hours of telephone notification to be followed by issuance of a written Task Authorization.
15. Work under this agreement shall be issued on a task authorization basis. Upon issuance of a purchase order, to the proposer, work should be scheduled and started within thirty (30) days. However, should the work have to be performed on an emergency basis, work shall be scheduled and started within seven (7) days.
16. The proposer shall inform the City of its planned work schedules and shall afford the City reasonable opportunity to observe and inspect the proposer's work in progress. The City will be advised of all schedule changes. In addition, the proposer shall notify the City when a work site is vacated for a 24-hour period and work is not complete.
17. The proposer's written cost estimate shall contain the projected completion time in days. If work is not completed within the specified completion date, the proposer may pay a penalty of \$250 per day.
18. Proposer shall provide the City with forty eight (48) hours' notice prior to the start of work.
19. Proposer shall provide 5-year bonded warranty for all manhole or lift station wet well rehabilitation.
20. Proposer shall, at their cost, provide a professional cleaning company to clean a residents' home should proposer blow a toilet.

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**Exhibit "B"  
 Pricing Schedule**

**Note: The unit prices entered on the Sample Project 1 and 2 must match the prices offered on this Proposal Form.**

| <b>A. Ancillary Services</b>            | Unit               |
|---|--------------------|
| Mobilization                            | \$ 1,500.00 LS     |
| Traffic Control (per day)               | \$ 100.00 per day  |
| Traffic Control (per week)              | \$ 400.00 per week |
| Light Cleaning                          | \$ 2.00 LF         |
| Medium Cleaning                         | \$ 4.00 LF         |
| Heavy Cleaning                          | \$ 6.00 LF         |
| Root Removal                            | \$ 3.00 LF         |
| Tuberculation                           | \$ 35.00 LF        |
| Smoke Testing                           | \$ 0.75 LF         |
| Easement Access                         | \$ 750.00 EA       |
| <b>Bypass Pumping</b>                   |                    |
| <b>Bypass Piping</b>                    |                    |
| 6" Sewer Flow                           | \$ 0.25 LF         |
| 8" Sewer Flow                           | \$ 0.75 LF         |
| 10" Sewer Flow                          | \$ 1.00 LF         |
| 12" Sewer Flow                          | \$ 2.00 LF         |
| 15" Sewer Flow                          | \$ 3.00 LF         |
| 18" Sewer Flow                          | \$ 4.00 LF         |
| 20" Sewer Flow                          | \$ 8.00 LF         |
| Tanker Truck (Capacity 2400 gallons)*** | \$ 350.00 per load |
| <b>Pump Set-up</b>                      |                    |
| 4" Pump                                 | \$ 1,990.00 EA     |
| 6" Pump                                 | \$ 2,990.00 EA     |
| 8" Pump                                 | \$ 4,310.00 EA     |
| <b>Pump Operation</b>                   |                    |
| 4" Pump                                 | \$ 39.00 per hr    |
| 6" Pump                                 | \$ 62.00 per hr    |
| 8" Pump                                 | \$ 84.00 per hr    |

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
 LIFT STATION WET WELL REHABILITATION**

**Exhibit "B"  
 Pricing Schedule**

**B. Cured-In-Place Pipe Lining (CIPP)**

|                      |           |    |
|----------------------|-----------|----|
| 6" Sewer Main        | \$ 50.00  | LF |
| 8" Sewer Main        | \$ 30.00  | LF |
| 10" Sewer Main       | \$ 33.00  | LF |
| 12" Sewer Main       | \$ 40.00  | LF |
| 15" Sewer Main       | \$ 50.00  | LF |
| 18" Sewer Main       | \$ 60.00  | LF |
| Lateral Reconnection | \$ 250.00 | EA |

**Lateral Lining**

|                                |             |    |
|--------------------------------|-------------|----|
| Lateral Lining, up to 15'      | \$ 3,600.00 | EA |
| Lateral Lining, 15' to 30'     | \$ 3,900.00 | EA |
| Lateral Lining, >30'           | \$ 84.00    | LF |
| Additional for Stack Service   | \$ 2,000.00 | EA |
| Service with Pressure Grouting | \$ 150.00   | EA |
| Clean-Out Installation         | \$ 950.00   | EA |

**C. Sanitary Manhole and Lift Station Wet Well Rehabilitation**

|   |             |        |
|---|-------------|--------|
| Epoxy Liner Application (per vertical foot) | \$ 315.00   | VF     |
| Invert Repair                               | \$ 250.00   | per MH |
| Vacuum Jet Cleaning (manhole)               | \$ 50.00    | per MH |
| Vacuum Jet Cleaning (wet well)              | \$ 1,250.00 | per WW |
| Removal of Existing Liner                   | \$ 100.00   | VF     |
| Manhole Inflow Dish                         | \$ 75.00    | EA     |
| Manhole Chimney Seal or Coating             | \$ 150.00   | per MH |
| Manhole Ring & Cover Repair/Replace         | \$ 1,665.00 | per MH |

**Injection Grouting**

|  |             |         |
|--|-------------|---------|
| Manhole Depth 0'-5', up to 55 gallons    | \$ 500.00   | per MH  |
| Manhole Depth 5'-10', up to 55 gallons   | \$ 900.00   | per MH  |
| Manhole Depth 10'-15', up to 55 gallons  | \$ 1,200.00 | per MH  |
| Manhole Depth over 15', up to 55 gallons | \$ 1,500.00 | per MH  |
| Wet Well, up to 55 gallons               | \$ 1,750.00 | per WW  |
| Additional Grout                         | \$ 91.00    | per gal |

**D. Emergency Services**

|                          |             |         |
|--------------------------|-------------|---------|
| Mobilization (Emergency) | \$ 3,890.00 | LS      |
| Top Hatting              | \$ 2,780.00 | EA      |
| Point Grouting           | \$ 91.00    | per gal |
| CCTV Inspection          | \$ 1.25     | LF      |

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
 LIFT STATION WET WELL REHABILITATION**

**Exhibit "B"  
 Pricing Schedule**

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND LIFT STATION  
 WET WELL REHABILITATION SERVICES  
 PRICE PROPOSAL FORM**

**Cured-in-Place (CIP) Repair Sleeve**

|                         |                |
|-------------------------|----------------|
| 6" Sewer Main, 2'-5'    | \$ 2,780.00 EA |
| 6" Sewer Main, 6'-9'    | \$ 2,890.00 EA |
| 6" Sewer Main, 10'-12'  | \$ 3,000.00 EA |
| 6" Sewer Main, 13'-15'  | \$ 3,120.00 EA |
| 6" Sewer Main, 16'-20'  | \$ 3,340.00 EA |
| 8" Sewer Main, 2'-5'    | \$ 2,780.00 EA |
| 8" Sewer Main, 6'-9'    | \$ 3,000.00 EA |
| 8" Sewer Main, 10'-12'  | \$ 3,230.00 EA |
| 8" Sewer Main, 13'-15'  | \$ 3,450.00 EA |
| 8" Sewer Main, 16'-20'  | \$ 3,670.00 EA |
| 10" Sewer Main, 2'-5'   | \$ 3,000.00 EA |
| 10" Sewer Main, 6'-9'   | \$ 3,230.00 EA |
| 10" Sewer Main, 10'-12' | \$ 3,450.00 EA |
| 10" Sewer Main, 13'-15' | \$ 3,670.00 EA |
| 10" Sewer Main, 16'-20' | \$ 3,890.00 EA |
| 12" Sewer Main, 2'-5'   | \$ 3,340.00 EA |
| 12" Sewer Main, 6'-9'   | \$ 3,670.00 EA |
| 12" Sewer Main, 10'-12' | \$ 4,000.00 EA |
| 12" Sewer Main, 13'-15' | \$ 4,340.00 EA |
| 12" Sewer Main, 16'-20' | \$ 4,670.00 EA |
| 15" Sewer Main, 2'-5'   | \$ 4,450.00 EA |
| 15" Sewer Main, 6'-9'   | \$ 5,000.00 EA |
| 15" Sewer Main, 10'-12' | \$ 5,560.00 EA |
| 15" Sewer Main, 13'-15' | \$ 6,120.00 EA |
| 15" Sewer Main, 16'-20' | \$ 6,670.00 EA |
| 18" Sewer Main, 2'-5'   | \$ 5,560.00 EA |
| 18" Sewer Main, 6'-9'   | \$ 6,450.00 EA |
| 18" Sewer Main, 10'-12' | \$ 7,340.00 EA |
| 18" Sewer Main, 13'-15' | \$ 8,230.00 EA |
| 18" Sewer Main, 16'-20' | \$ 9,120.00 EA |

**\*\*\*Please fill in capacity for tanker truck.**

City of Casselberry | Procurement Division  
95 Triplet Lake Drive, Casselberry, Florida 32707  
Phone: 407-262-7700, Ext. 1142 | [procurement@casselberry.org](mailto:procurement@casselberry.org)

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

**Exhibit "B"  
Pricing Schedule**

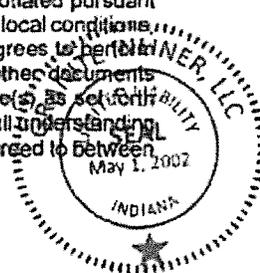
City of Casselberry | Finance Department | Procurement Division  
95 Triplet Lake Drive, Casselberry, Florida 32707  
Phone: 407-262-7700, Ext. 1142 | Fax: 407-262-7746 | [procurement@casselberry.org](mailto:procurement@casselberry.org)

**Attachment "I"  
Price Proposal Form**

The Price Proposal Form (spreadsheet), consisting of four (4) pages, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC. Proposer should complete and fill in all line items within worksheets in the workbook.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances, providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the Price Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.



Proposer/Contractor Name: Grande Interior, LLC

Mailing Address: 2531 Jewell Lane, Sanford, FL 32771

Telephone Number: 407-532-0014 Fax Number: 407-472-0007 E-mail Address: mike.carron@ganc.com

[Signature] Michael Carron FEIN: 01-0684662  
Authorized Signature Printed Name

Director Manager 05/01/2007  
Title Date

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 3rd day of May, 2019, by Michael Carron Director Manager of Grande Interior, LLC who personally swears or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced [Signature] as identification.

[Signature]  
NOTARY PUBLIC, State of FLORIDA

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE  
Failure to submit this form may be grounds for disqualification of your submittal



Stephanie Godwin  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG278164  
Expires 11/20/2022

City of Casselberry | Procurement Division  
95 Triplet Lake Drive, Casselberry, Florida 32707  
Phone: 407-262-7700, Ext. 1142 | [procurement@casselberry.org](mailto:procurement@casselberry.org)

**RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND  
LIFT STATION WET WELL REHABILITATION**

**Exhibit "C"  
Contractor Certification Regarding Scrutinized Companies**

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

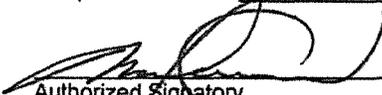
I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein; conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: Granite Inliner, LLC

Mailing Address: 2531 Jewett Lane, Sanford, FL 32771

Telephone Number: 407-472-0014 Fax Number: 407-472-0097 E-mail Address: mike.cannon@gcinc.com

  
\_\_\_\_\_  
Authorized Signatory  
District Manager  
\_\_\_\_\_  
Title

Michael Cannon  
\_\_\_\_\_  
Printed Name  
05/23/19  
\_\_\_\_\_  
Date

FEIN: 01-0684682