



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/05/2010

Subject: Approval to Piggyback Orange County Bid #Y8-117-J2 with Reynolds Inliner LLC to Reline Storm Pipe.

Department: Public Works.

Recommended Motion:

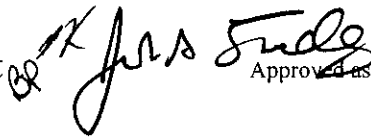
Staff recommends approval to piggyback Orange County's bid (#Y8-117-J2) with Reynolds Inliner LLC to reline stormpipes for a total cost not to exceed \$503,772.00.

Summary:

Staff has identified metal storm pipes that are failing (see list attached). Staff recommends relining the pipes, as opposed to replacing them, in order to save cost and avoid disruption to the residents. We would like to piggyback Orange County's contract with Reynolds Inliner LLC. Reynold's has provided an estimate based on the areas listed and total cost should not exceed \$503,772.00. Funds are available in Account #41218005416397, Project #DIP033.

Attachments: Ordinance Resolution Budget Resolution

Other Support Documents/Contracts Available for Review in Manager's Office
Orange County Bid Sheets; Reynold's Inliner LLC Estimate; Storm Pipe List.

Department Head 	Submitted	Date 12/15/09
Finance Department 	Approved as to Budget Requirements	Date 12/16/09
City Attorney	Approved as to Form and Legality	Date
City Manager 	Approved Agenda Item For	Date 1/5/10


COUNCIL ACTION: Approved as Recommended Disapproved

Tabled Indefinitely Continued to Date Certain Approved with Modification

MEMORANDUM

TO: Kenneth W. Parker
City Manager

DATE: December 15, 2009

FROM: Warren Pike 
Public Works Director

SUBJECT: Agenda Item for January 5, 2010.

Please place approval to “piggyback” Orange County’s contract with Reynolds Inliner, LLC on the Council Agenda for January 5th.

Commentary

Staff had identified areas that have old corrugated metal storm pipe that is failing.

Staff recommends having the storm pipe relined which is a much cheaper cost compared to replacement and it avoids disruption to the residents. We would like to piggyback Orange County’s bid (#Y8-117-J2) with Reynolds Inliner and a copy of the bid pricing sheets are attached for your review.

Reynolds Inliner has submitted an estimate to reline the stormpipes staff has identified (see list attached) and total cost should not exceed \$503,772.00. Funds are available in Account # 41218005416397, Project#DIP033.

Recommendation

Staff recommends approval to “piggyback” Orange County’s contract with Reynolds Inliner to have the stormpipes relined for a total cost not to exceed \$503,772.00.

City of Port Orange- Rough Estimate

Description	Units	Year 1		Totals
		Quantity	Unit Price	
64 LIGHT CLEANING 15" THRU 18"	LF	567	\$ 1.80	1,020.60
65 MEDIUM CLEANING 15" THRU 18"	LF		\$ 1.80	-
66 HEAVY CLEANING 15" THRU 18"	LF		\$ 1.80	-
67 LIGHT CLEANING 24" THRU 42"	LF	2764	\$ 7.50	20,730.00
68 MEDIUM CLEANING 24" THRU 42"	LF		\$ 10.00	-
69 HEAVY CLEANING 24" THRU 42"	LF		\$ 10.00	-
70 LIGHT CLEANING 48" THRU 54"	LF		\$ 7.50	-
71 MEDIUM CLEANING 48" THRU 54"	LF		\$ 10.00	-
72 HEAVY CLEANING 48" THRU 54"	LF		\$ 10.00	-
73 LIGHT CLEANING 60" THRU 84"	LF		\$ 6.75	-
74 MEDIUM CLEANING 60" THRU 84"	LF		\$ 9.00	-
75 HEAVY CLEANING 60" THRU 84"	LF		\$ 9.00	-
76 FURNISH/INST. 15" RICIPP <1,000 LF (7.5 MM)	LF	257	\$ 60.00	15,420.00
77 FURNISH/INST. 15" RICIPP >1,000 LF (7.5 MM)	LF		\$ 31.50	-
78 15-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 0.01	-
79 FURNISH/INST. 18" RICIPP <1,000 LF (9 MM)	LF	310	\$ 70.00	21,700.00
80 FURNISH/INST. 18" RICIPP >1,000 LF (9 MM)	LF		\$ 36.00	-
81 18-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 0.01	-
82 FURNISH/INST. 24" RICIPP <1,000 LF (10.5 MM)	LF		\$ 85.00	-
83 FURNISH/INST. 24" RICIPP >1,000 LF (10.5 MM)	LF	1824	\$ 49.50	90,288.00
84 24-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 0.01	-
85 FURNISH/INST. 30" RICIPP <1,000 LF (12 MM)	LF	790	\$ 94.50	74,655.00
86 FURNISH/INST. 30" RICIPP >1,000 LF (12 MM)	LF		\$ 63.00	-
87 30-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 5.50	-
88 FURNISH/INST. 36" RICIPP <1,000 LF (15 MM)	LF	150	\$ 135.00	20,250.00
89 FURNISH/INST. 36" RICIPP >1,000 LF (15 MM)	LF		\$ 72.00	-
90 36-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 5.50	-
91 FURNISH/INST. 42" RICIPP <1,000 LF (16.5 MM)	LF		\$ 166.50	-
92 FURNISH/INST. 42" RICIPP >1,000 LF (16.5 MM)	LF		\$ 108.00	-
93 42-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 6.00	-
94 FURNISH/INST. 48" RICIPP <1,000 LF (19.5 MM)	LF		\$ 189.00	-
95 FURNISH/INST. 48" RICIPP >1,000 LF (19.5 MM)	LF		\$ 130.50	-
96 48-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 6.50	-
97 FURNISH/INST. 54" RICIPP <1,000 LF (27 MM)	LF		\$ 305.00	-
98 FURNISH/INST. 54" RICIPP >1,000 LF (27 MM)	LF		\$ 202.50	-
99 54-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 1.00	-
100 FURNISH/INST. 60" RICIPP <1,000 LF (28.5 MM)	LF		\$ 324.00	-
101 FURNISH/INST. 60" RICIPP >1,000 LF (28.5 MM)	LF		\$ 225.00	-
102 60-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 1.00	-
103 FURNISH/INST. 72" RICIPP <1,000 LF (33 MM)	LF		\$ 378.00	-
104 FURNISH/INST. 72" RICIPP >1,000 LF	LF		\$ 288.00	-
105 72-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 1.00	-
106 FURNISH/INST. 84" RICIPP <1,000 LF (36 MM)	LF		\$ 440.00	-
107 FURNISH/INST. 84" RICIPP >1,000 LF (36 MM)	LF		\$ 340.00	-
108 84-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 1.00	-
109 DEWATERING 15" THRU 18"	LF	567	\$ 0.01	5.67
110 DEWATERING 24" THRU 42"	LF	2764	\$ 13.00	35,932.00
111 DEWATERING 48" THRU 54"	LF		\$ 22.00	-
112 DEWATERING 60" THRU 84"	LF		\$ 25.00	-
113 BAHIA SOD	SF		\$ 0.30	-
114 ST. AUGUSTINE SOD	SF		\$ 0.50	-
115 SETUP FEE CLEANING LESS THAN 100 FT.	PP		\$ 1.00	-
116 SETUP FEE INST. RICIPP IN LINES LESS THAN 100 FT.	PP		\$ 1.00	-
117 RED LINE/AS BUILT DRAWINGS	PP		\$ 1.00	-
118 VIDEO CLEANING	LF	3331	\$ 10.00	33,310.00
119 VIDEO RICIPP INSTALLATION	LF	3331	\$ 10.00	33,310.00
120 SPRINKLER SYSTEM REPAIR (EA. RESIDENCE)	EA		\$ 1.00	-
121 MH EPOXY COATING-SPEC.BY MANU-INCL.PREP,UP TO 3 MH	SF		\$ 12.50	-
122 MH EPOXY COATING-SPEC BY MANU-INCL.PREP 4-6 MH	SF		\$ 12.50	-
123 MH EPOXY COATING-SPEC.BY MANU-INCL.PREP-7+ MH	SF		\$ 12.50	-
124 CHEM.GROUT CRACK/LEAK SEAL	LF		\$ 35.00	-
125 MH COATING SET UP FEE INCL.DEWATER/BYPASS PUMPING	EA		\$ 800.00	-
126 STRUCTURAL REPAIRS, WALLS & INVERTS	SF		\$ 18.00	-

346,621.27

City of Port Orange - Rough estimate #2

Description	Units	Year 1		Totals
		Quantity	Unit Price	
64 LIGHT CLEANING 15" THRU 18"	LF	2370	\$ 1.80	4,266.00
65 MEDIUM CLEANING 15" THRU 18"	LF		\$ 1.80	-
66 HEAVY CLEANING 15" THRU 18"	LF		\$ 1.80	-
67 LIGHT CLEANING 24" THRU 42"	LF		\$ 7.50	-
68 MEDIUM CLEANING 24" THRU 42"	LF		\$ 10.00	-
69 HEAVY CLEANING 24" THRU 42"	LF		\$ 10.00	-
70 LIGHT CLEANING 48" THRU 54"	LF		\$ 7.50	-
71 MEDIUM CLEANING 48" THRU 54"	LF		\$ 10.00	-
72 HEAVY CLEANING 48" THRU 54"	LF		\$ 10.00	-
73 LIGHT CLEANING 60" THRU 84"	LF	83	\$ 6.75	560.25
74 MEDIUM CLEANING 60" THRU 84"	LF		\$ 9.00	-
75 HEAVY CLEANING 60" THRU 84"	LF		\$ 9.00	-
76 FURNISH/INST. 15" RICIPP <1,000 LF (7.5 MM)	LF	1244	\$ 60.00	74,640.00
77 FURNISH/INST. 15" RICIPP >1,000 LF (7.5 MM)	LF		\$ 31.50	-
78 15-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 0.01	-
79 FURNISH/INST. 18" RICIPP <1,000 LF (9 MM)	LF	1126	\$ 70.00	78,820.00
80 FURNISH/INST. 18" RICIPP >1,000 LF (9 MM)	LF		\$ 36.00	-
81 18-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 0.01	-
82 FURNISH/INST. 24" RICIPP <1,000 LF (10.5 MM)	LF		\$ 85.00	-
83 FURNISH/INST. 24" RICIPP >1,000 LF (10.5 MM)	LF		\$ 49.50	-
84 24-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 0.01	-
85 FURNISH/INST. 30" RICIPP <1,000 LF (12 MM)	LF		\$ 94.50	-
86 FURNISH/INST. 30" RICIPP >1,000 LF (12 MM)	LF		\$ 63.00	-
87 30-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 5.50	-
88 FURNISH/INST. 36" RICIPP <1,000 LF (15 MM)	LF		\$ 135.00	-
89 FURNISH/INST. 36" RICIPP >1,000 LF (15 MM)	LF		\$ 72.00	-
90 36-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 5.50	-
91 FURNISH/INST. 42" RICIPP <1,000 LF (16.5 MM)	LF		\$ 166.50	-
92 FURNISH/INST. 42" RICIPP >1,000 LF (16.5 MM)	LF		\$ 108.00	-
93 42-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 6.00	-
94 FURNISH/INST. 48" RICIPP <1,000 LF (19.5 MM)	LF		\$ 189.00	-
95 FURNISH/INST. 48" RICIPP >1,000 LF (19.5 MM)	LF		\$ 130.50	-
96 48-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 6.50	-
97 FURNISH/INST. 54" RICIPP <1,000 LF (27 MM)	LF		\$ 305.00	-
98 FURNISH/INST. 54" RICIPP >1,000 LF (27 MM)	LF		\$ 202.50	-
99 54-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 1.00	-
100 FURNISH/INST. 60" RICIPP <1,000 LF (28.5 MM)	LF		\$ 324.00	-
101 FURNISH/INST. 60" RICIPP >1,000 LF (28.5 MM)	LF		\$ 225.00	-
102 60-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 1.00	-
103 FURNISH/INST. 72" RICIPP <1,000 LF (33 MM)	LF	83	\$ 378.00	31,374.00
104 FURNISH/INST. 72" RICIPP >1,000 LF	LF		\$ 288.00	-
105 72-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 1.00	-
106 FURNISH/INST. 84" RICIPP <1,000 LF (36 MM)	LF		\$ 440.00	-
107 FURNISH/INST. 84" RICIPP >1,000 LF (36 MM)	LF		\$ 340.00	-
108 84-INCH RICIPP THICKNESS VARIANCE 1.5 MM	LF		\$ 1.00	-
109 DEWATERING 15" THRU 18"	LF		\$ 0.01	-
110 DEWATERING 24" THRU 42"	LF		\$ 13.00	-
111 DEWATERING 48" THRU 54"	LF		\$ 22.00	-
112 DEWATERING 60" THRU 84"	LF	83	\$ 25.00	2,075.00
113 BAHIA SOD	SF		\$ 0.30	-
114 ST. AUGUSTINE SOD	SF		\$ 0.50	-
115 SETUP FEE CLEANING LESS THAN 100 FT.	PP		\$ 1.00	-
116 SETUP FEE INST. RICIPP IN LINES LESS THAN 100 FT.	PP		\$ 1.00	-
117 RED LINE/AS BUILT DRAWINGS	PP		\$ 1.00	-
118 VIDEO CLEANING	LF	2453	\$ 10.00	24,530.00
119 VIDEO RICIPP INSTALLATION	LF	2453	\$ 10.00	24,530.00
120 SPRINKLER SYSTEM REPAIR (EA. RESIDENCE)	EA		\$ 1.00	-
121 MH EPOXY COATING-SPEC. BY MANU-INCL.PREP. UP TO 3 MH	SF		\$ 12.50	-
122 MH EPOXY COATING-SPEC BY MANU-INCL.PREP 4-6 MH	SF		\$ 12.50	-
123 MH EPOXY COATING-SPEC. BY MANU-INCL.PREP-7+ MH	SF		\$ 12.50	-
124 CHEM.GROUT CRACK/LEAK SEAL	LF		\$ 35.00	-
125 MH COATING SET UP FEE INCL.DEWATER/BYPASS PUMPING	EA		\$ 800.00	-
126 STRUCTURAL REPAIRS, WALLS & INVERTS	SF		\$ 18.00	-

240,795.25

Failing Stormpipes

Location	Pipe Sz.	Length/Ft.
1 713 Brom Bones (Sleepy Hollow)	24"	517
2 804 Upland Drive	18"	310
3 1167 Tracy Dr.(Willow Run)	32"	210
4 1339 Dexter Dr.(Willow Run)	24"	164
5 5494 riverside Dr.	18"x26"	240
6 826 Wild Wood Cr.(Countryside)	28"x42"	150
7 3 Raintree Dr.(Rain Tree)	24"	337
8 Devon/London Place(Cambridge)	24"	566
9 Sleepy Hollow/Nova Rd.	32"	580
10 Kristina Ct.(Sleepy Hollow)	12"x20"	218
11 712 Sleepy Hollow Dr.	12"x20"	39
12 Upland Dr. to Hamlet Dr.	18"	610
13 Jackson St. /Shallowbrook	72"	83
14 5830 Wales Av.(Cambridge Villa)	15"	180
15 5814 Wales Av.(Cambridge Villa)	15"	180
16 1240 Thomasina Dr.(Willow Rn)	18"	100
17 Flemming/Riverside Dr.	15"	310
18 217 Devon St.(Cambridge)	18"	150
19 566 Touch Stone Ct.(Foxboro)	18"	266
20 3618 Dame St.(Beacon Wood)	15"	267

ORIGINAL

Contract No: Y8-117

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
CONSTRUCTION TERM CONTRACT**

CONTRACT:

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called COUNTY), represented by the Manager of Purchasing and Contracts executing this Contract, and:

**Reynolds Inliner, LLC.
2601 W. Lake Mary Boulevard; Suite 129
Lake Mary, FL 32746**

Federal Identification Number: 01-0684682

The CONTRACTOR shall perform all the Work required by the Contract Documents for the proper execution and completion of **STORM SEWER SLIP LINING REHABILITATION II** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y8-117-J2** (hereinafter referred to as IFB) which is made a part of this Contract as completely as if set forth herein.

I

AMOUNT OF CONTRACT:

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the estimated amount of **THREE MILLION, THREE THOUSAND, NINE HUNDRED SEVENTY-FIVE DOLLARS (\$3,003,975)**.

The minimum guaranteed contract amount for the initial contract performance period is **\$100,000**.

II

ASBESTOS FREE MATERIALS:

All work under this Contract will be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

III
ADMINISTRATIVE DATA:

Payments: Based upon invoices submitted to the Project Manager by the Contractor and Delivery Orders issued by the Project Manager, the County shall make payments against the Contract to the Contractor as provided in the Contract Documents as follows:

Not later than 30 days following approval of an application for Payment, ninety percent (90%) of the portion of the Contract Amount properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Amount properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the Owner. The Project Manager, may, at his/her discretion, reduce the retainage percentage withheld to 5% when the completion of the Work ascertained as payable exceeds fifty percent (50%) of the total contract amount. Upon Final completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Amount, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

Upon Final Completion of a Delivery Order, one hundred percent (100%) of the order amount, less such amounts as the County shall determine for all incomplete work and unsettled claims as provided in the Contract Documents, shall be paid.

Should the Contractor fail to complete all Work on or before the date stipulated for completion on a Delivery Order, or such later date as may result from an extension granted by the County, he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of \$200.00 for each consecutive calendar day after the date allowed by the Delivery Order until the entire work is complete, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete the Work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

IV
CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of Purchasing and Contracts executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

- A. The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount specified in individual Delivery Order in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:
1. Orange County Invitation for Bids/Project Manual, IFB No. Y8-117-J2, dated **September 21, 2007**; (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, required Bonds and insurance certificates, General Conditions, Supplementary Conditions/Special Provisions, and Specifications);

2. Addendum No. 1, dated October 12, 2007; Addendum No. 2, dated October 29, 2007; Addendum No. 3, dated November 5, 2007;
3. **Reynolds Inliner's Bid Proposal dated November 19, 2007;**
4. Certificates of Insurance;
5. Payment/Performance Bonds;

B. The order of preference of items and documents is as follows:

Construction Contract
 Permits
 Supplemental Conditions/Special Provisions
 General Conditions
 Specifications/Technical Provisions
 Drawings/Plans
 Road Design, Structures, and Traffic Operations Standards (If applicable)
 Florida Department of Transportation Standard Specifications for Road
 and Bridge Construction (If applicable)
 Bid Proposal
 Instructions to Bidders

C. Contract Type:

This is an indefinite quantity contract for the goods and/or services specified. The quantities of goods and/or services specified are estimates only and are not purchased by this Contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and/or services up to and including the quantity designated in the schedule as the "Total Estimated Amount." The County shall order at least the quantity designated as the "Minimum" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- D. Delivery Orders shall not exceed \$500,000 without the express written authority of the Manager, Purchasing and Contracts Division.
- E. This Contract is effective January 18, 2008 and shall remain effective through January 17, 2009.
- F. This Contract may be unilaterally renewed as provided in the Contract Documents, Part F, Article 27, "Option to Extend the Term of the Contract". Any amendments to this Contract must be in writing.
- G. This Contract may be cancelled or terminated as provided for in the Invitation for Bids.

H. Ordering against the Contract:

1. Unless otherwise specified in the Contract, the County will place orders by issuance of a numbered Delivery Order against this Contract. Each Delivery Order will specify the locations, description and completion time of the work.
2. The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

I. Taxes:

The County has the following tax exemption certificates assigned:

1. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
2. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

J. Invoicing:

1. Invoices must be submitted, in duplicate, referencing this Contract number and the Delivery Order number to:

Public Works Department/ Roads and Drainage Division
4200 S. John Young Parkway
Orlando, Florida 32839

2. Invoices against this Contract are authorized only at the prices stated in your Bid response, unless otherwise provided in the Invitation for Bid.

V

TIME OF COMMENCEMENT AND FINAL COMPLETION:

Work to be completed within period specified on individual Delivery Orders, unless amended by written Change Order executed by both parties to this Contract.

VI

COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:

By entering into this Contract, the Contractor affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Purchasing and Contracts.

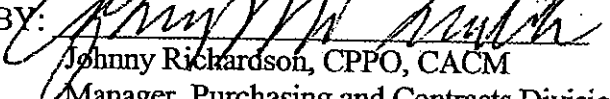
VII
MISCELLANEOUS PROVISIONS:

- A. Terms used in this Contract which are defined in the General Conditions shall have the meanings designated in those conditions.
- B. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

VIII
NON-EXCLUSIVE CONTRACT:


The Contract resulting from this solicitation shall be non-exclusive and the County may procure the goods and/or services covered by the Contract from other sources at its discretion.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY: 
Johnny Richardson, CPPO, CACM
Manager, Purchasing and Contracts Division

DATE: 1-28-08

**REYNOLDS INLINER, LLC
LAKE MARY, FLORIDA**

BY: 
Signature
Mark Harris
Type or Print Name

Y8-117-J2: BID ITEM SCHEDULE

BASE YEAR (12 MONTHS FROM CONTRACT AWARD DATE)					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Light Cleaning – 15" thru 18"	1,500	LF	\$1.80	\$2,700.00
2	Medium Cleaning – 15" thru 18"	1,500	LF	\$1.80	\$2,700.00
3	Heavy Cleaning – 15" thru 18"	1,500	LF	\$1.80	\$2,700.00
4	Light Cleaning – 24" thru 42"	1,500	LF	\$7.50	\$11,250.00
5	Medium Cleaning 24" thru 42"	1,500	LF	\$10.00	\$15,000.00
6	Heavy Cleaning – 24 thru 42"	1,500	LF	\$10.00	\$15,000.00
7	Light Cleaning – 48" thru 54"	1,000	LF	\$7.50	\$7,500.00
8	Medium Cleaning – 48" thru 54"	1,000	LF	\$10.00	\$10,000.00
9	Heavy Cleaning – 48" thru 54"	1,500	LF	\$10.00	\$15,000.00
10	Light Cleaning – 60" thru 84"	500	LF	\$6.75	\$3,375.00
11	Medium Cleaning – 60" thru 84"	500	LF	\$9.00	\$4,500.00
12	Heavy Cleaning – 60" thru 84"	500	LF	\$9.00	\$4,500.00
13	Furnish and install 15" RICIPP Lining (less than 1,000 LF) (7.5 mm)	500	LF	\$60.00	\$30,000.00
14	Furnish and install 15" RICIPP Lining (1,000 LF or more) (7.5 mm)	500	LF	\$31.50	\$15,750.00
15	15-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00
16	Furnish and install 18" RICIPP lining (less than 1000 LF)(9 mm)	1,500	LF	\$70.00	\$105,000.00
17	Furnish and install 18" RICIPP lining (1,000 LF or more) (9 mm)	1,500	LF	\$36.00	\$54,000.00

18	18-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00
19	Furnish and install 24" RICIPP lining (less than 1000 LF)(10.5 mm)	2,000	LF	\$85.00	\$170,000.00
20	Furnish and install 24" RICIPP lining (1,000 LF or more) (10.5 mm)	1,500	LF	\$49.50	\$74,250.00
21	24-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00
22	Furnish and install 30" RICIPP lining (less than 1000 LF) (12 mm)	2,000	LF	\$94.50	\$189,000.00
23	Furnish and install 30" RICIPP lining (1,000 LF or more)(12 mm)	1,500	LF	\$63.00	\$94,500.00
24	30-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$5.50	\$8,250.00
25	Furnish and install 36" RICIPP lining (less than 1000 LF) (15 mm)	1,500	LF	\$135.00	\$202,500.00
26	Furnish and install 36" RICIPP lining (1,000 LF or more) (15 mm)	1,000	LF	\$72.00	\$72,000.00
27	36-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$5.50	\$8,250.00
28	Furnish and install 42" RICIPP lining (less than 1000 LF)(16.5 mm)	500	LF	\$166.50	\$83,250.00
29	Furnish and install 42" RICIPP lining (1,000 LF or more) (16.5 mm)	500	LF	\$108.00	\$54,000.00
30	42-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$6.00	\$3,000.00
31	Furnish and install 48" RICIPP lining (less than 1000 LF) (19.5 mm)	500	LF	\$189.00	\$94,500.00
32	Furnish and install 48" RICIPP lining (1,000 LF or more) (19.5 mm)	500	LF	\$130.50	\$65,250.00
33	48-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$6.50	\$3,250.00

34	Furnish and install 54" RICIPP lining (less than 1000 LF) (27 mm)	500	LF	\$305.00	\$152,500.00
35	Furnish and install 54" RICIPP lining (1,000 LF or more) (27 mm)	500	LF	\$202.50	\$101,250.00
36	54-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.00	\$500.00
37	Furnish and install 60" RICIPP lining (less than 1000 LF) (28.5 mm)	500	LF	\$324.00	\$162,000.00
38	Furnish and install 60" RICIPP lining (1,000 LF or more) (28.5 mm)	500	LF	\$225.00	\$112,500.00
39	60-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.00	\$500.00
40	Furnish and install 72" RICIPP lining (less than 1000 LF) (33 mm)	500	LF	\$378.00	\$189,000.00
41	Furnish and install 72" RICIPP lining (1,000 LF or more) (33 mm)	500	LF	\$288.00	\$144,000.00
42	72-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.00	\$500.00
43	Furnish and install 84" RICIPP lining (less than 1000 LF) (36 mm)	500	LF	\$440.00	\$220,000.00
44	Furnish and install 84" RICIPP lining (1,000 LF or more) (36 mm)	500	LF	\$340.00	\$170,000.00
45	84-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.00	\$500.00
46	Dewatering 15" thru 18"	500	LF	\$0.01	\$5.00
47	Dewatering 24" thru 42"	500	LF	\$13.00	\$6,500.00
48	Dewatering 48" thru 54"	500	LF	\$22.00	\$11,000.00
49	Dewatering 60" thru 84"	500	LF	\$25.00	\$12,500.00
50	Bahia Sod	2,000	SF	\$0.30	\$600.00

51	St. Augustine Sod	1,000	SF	\$0.50	\$500.00
52	Setup Fee Cleaning Less Than 100 Ft	100	PP	\$1.00	\$100.00
53	Setup Fee Installing RICIPP In Lines Less Than 100 Ft	100	PP	\$1.00	\$100.00
54	Red Line/As-built Drawings	200	PP	\$1.00	\$200.00
55	Video Cleaning	5,000	LF	\$10.00	\$50,000.00
56	Video RICIPP Installation	5,000	LF	\$10.00	\$50,000.00
57	Sprinkler System Repair (each residence)	200	EA	\$1.00	\$200.00
58	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (up to 3 manholes)	4,800	SF	\$12.00	\$57,600.00
59	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (4 to 6 manholes)	3,000	SF	\$12.00	\$36,000.00
60	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (7 or more manholes)	3,000	SF	\$12.00	\$36,000.00
61	Chemical Grout Crack/Leak Seal	480	LF	\$35.00	\$16,800.00
62	Manhole Coating Set Up Fee, including Dewatering & Bypass Pumping	40	EA	\$750.00	\$30,000.00
63	Structural Repairs, Walls and Inverts	1,200	SF	\$18.00	\$21,600.00
Total Price, Base Year				\$3,003,975.00	
OPTION YEAR NO.1 (12 MONTHS FROM EXPIRATION OF BASE YEAR)					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
64	Light Cleaning - 15" thru 18"	1,500	LF	\$1.80	\$2,700.00
65	Medium Cleaning - 15" thru 18"	1,500	LF	\$1.80	\$2,700.00

66	Heavy Cleaning – 15" thru 18"	1,500	LF	\$1.80	\$2,700.00
67	Light Cleaning – 24" thru 42"	1,500	LF	\$7.50	\$11,250.00
68	Medium Cleaning 24" thru 42"	1,500	LF	\$10.00	\$15,000.00
69	Heavy Cleaning – 24 thru 42"	1,500	LF	\$10.00	\$15,000.00
70	Light Cleaning – 48" thru 54"	1,000	LF	\$7.50	\$7,500.00
71	Medium Cleaning – 48" thru 54"	1,000	LF	\$10.00	\$10,000.00
72	Heavy Cleaning – 48" thru 54"	1,500	LF	\$10.00	\$15,000.00
73	Light Cleaning – 60" thru 84"	500	LF	\$6.75	\$3,375.00
74	Medium Cleaning – 60" thru 84"	500	LF	\$9.00	\$4,500.00
75	Heavy Cleaning – 60" thru 84"	500	LF	\$9.00	\$4,500.00
76	Furnish and install 15" RICIPP Lining (less than 1,000 LF) (7.5 mm)	500	LF	\$60.00	\$30,000.00
77	Furnish and install 15" RICIPP Lining (1,000 LF or more) (7.5 mm)	500	LF	\$31.50	\$15,750.00
78	15-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00
79	Furnish and install 18" RICIPP lining (less than 1000 LF)(9 mm)	1,500	LF	\$70.00	\$105,000.00
80	Furnish and install 18" RICIPP lining (1,000 LF or more) (9 mm)	1,500	LF	\$36.00	\$54,000.00
81	18-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00
82	Furnish and install 24" RICIPP lining (less than 1000 LF)(10.5 mm)	2,000	LF	\$85.00	\$170,000.00
83	Furnish and install 24" RICIPP lining (1,000 LF or more) (10.5 mm)	1,500	LF	\$49.50	\$74,250.00
84	24-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00

85	Furnish and install 30" RICIPP lining (less than 1000 LF) (12 mm)	2,000	LF	\$94.50	\$189,000.00
86	Furnish and install 30" RICIPP lining (1,000 LF or more)(12 mm)	1,500	LF	\$63.00	\$94,500.00
87	30-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$5.50	\$8,250.00
88	Furnish and install 36" RICIPP lining (less than 1000 LF) (15 mm)	1,500	LF	\$135.00	\$202,500.00
89	Furnish and install 36" RICIPP lining (1,000 LF or more) (15 mm)	1,000	LF	\$72.00	\$72,000.00
90	36-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$5.50	\$8,250.00
91	Furnish and install 42" RICIPP lining (less than 1000 LF)(16.5 mm)	500	LF	\$166.50	\$83,250.00
92	Furnish and install 42" RICIPP lining (1,000 LF or more) (16.5 mm)	500	LF	\$108.00	\$54,000.00
93	42-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$6.00	\$3,000.00
94	Furnish and install 48" RICIPP lining (less than 1000 LF) (19.5 mm)	500	LF	\$189.00	\$94,500.00
95	Furnish and install 48" RICIPP lining (1,000 LF or more) (19.5 mm)	500	LF	\$130.50	\$65,250.00
96	48-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$6.50	\$3,250.00
97	Furnish and install 54" RICIPP lining (less than 1000 LF) (27 mm)	500	LF	\$305.00	\$152,500.00
98	Furnish and install 54" RICIPP lining (1,000 LF or more) (27 mm)	500	LF	\$202.50	\$101,250.00
99	54-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.00	\$500.00
100	Furnish and install 60" RICIPP lining (less than 1000 LF) (28.5 mm)	500	LF	\$324.00	\$162,000.00

101	Furnish and install 60" RICIPP lining (1,000 LF or more) (28.5 mm)	500	LF	\$225.00	\$112,500.00
102	60-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.00	\$500.00
103	Furnish and install 72" RICIPP lining (less than 1000 LF) (33 mm)	500	LF	\$378.00	\$189,000.00
104	Furnish and install 72" RICIPP lining (1,000 LF or more) (33 mm)	500	LF	\$288.00	\$144,000.00
105	72-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.00	\$500.00
106	Furnish and install 84" RICIPP lining (less than 1000 LF) (36 mm)	500	LF	\$440.00	\$220,000.00
107	Furnish and install 84" RICIPP lining (1,000 LF or more) (36 mm)	500	LF	\$340.00	\$170,000.00
108	84-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.00	\$500.00
109	Dewatering 15" thru 18"	500	LF	\$0.01	\$5.00
110	Dewatering 24" thru 42"	500	LF	\$13.00	\$6,500.00
111	Dewatering 48" thru 54"	500	LF	\$22.00	\$11,000.00
112	Dewatering 60" thru 84"	500	LF	\$25.00	\$12,500.00
113	Bahia Sod	2,000	SF	\$0.30	\$600.00
114	St. Augustine Sod	1,000	SF	\$0.50	\$500.00
115	Setup Fee Cleaning Less Than 100 Ft	100	PP	\$1.00	\$100.00
116	Setup Fee Installing RICIPP in Lines Less Than 100 Ft	100	PP	\$1.00	\$100.00
117	Red Line/As-built Drawings	200	PP	\$1.00	\$200.00
118	Video Cleaning	5,000	LF	\$10.00	\$50,000.00
119	Video RICIPP Installation	5,000	LF	\$10.00	\$50,000.00

120	Sprinkler System Repair (each residence)	200	EA	\$1.00	\$200.00
121	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (up to 3 manholes)	4,800	SF	\$12.50	\$60,000.00
122	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (4 to 6 manholes)	3,000	SF	\$12.50	\$37,500.00
123	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (7 or more manholes)	3,000	SF	\$12.50	\$37,500.00
124	Chemical Grout Crack/Leak Seal	480	LF	\$35.00	\$16,800.00
125	Manhole Coating Set Up Fee, including dewatering & bypass pumping	40	EA	\$800.00	\$32,000.00
126	Structural Repairs, walls and inverts	1,200	SF	\$18.00	\$21,600.00
Total Price, Option Year No. 1				\$3,011,375.00	
OPTION YEAR NO.2 (12 MONTHS FROM EXPIRATION OF OPTION YEAR NO.1)					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
127	Light Cleaning - 15" thru 18"	1,500	LF	\$2.00	\$3,000.00
128	Medium Cleaning - 15" thru 18"	1,500	LF	\$2.00	\$3,000.00
129	Heavy Cleaning - 15" thru 18"	1,500	LF	\$2.00	\$3,000.00
130	Light Cleaning - 24" thru 42"	1,500	LF	\$7.50	\$11,250.00
131	Medium Cleaning 24" thru 42"	1,500	LF	\$10.50	\$15,750.00
132	Heavy Cleaning - 24 thru 42"	1,500	LF	\$10.50	\$15,750.00
133	Light Cleaning - 48" thru 54"	1,000	LF	\$7.50	\$7,500.00
134	Medium Cleaning - 48" thru 54"	1,000	LF	\$10.50	\$10,500.00
135	Heavy Cleaning - 48" thru 54"	1,500	LF	\$10.50	\$15,750.00

136	Light Cleaning - 60" thru 84"	500	LF	\$6.75	\$3,375.00
137	Medium Cleaning - 60" thru 84"	500	LF	\$9.00	\$4,500.00
138	Heavy Cleaning - 60" thru 84"	500	LF	\$9.00	\$4,500.00
139	Furnish and install 15" RICIPP Lining (less than 1,000 LF) (7.5 mm)	500	LF	\$65.00	\$32,500.00
140	Furnish and install 15" RICIPP Lining (1,000 LF or more) (7.5 mm)	500	LF	\$33.00	\$16,500.00
141	15-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00
142	Furnish and install 18" RICIPP lining (less than 1000 LF)(9 mm)	1,500	LF	\$75.00	\$112,500.00
143	Furnish and install 18" RICIPP lining (1,000 LF or more) (9 mm)	1,500	LF	\$37.00	\$55,500.00
144	18-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00
145	Furnish and install 24" RICIPP lining (less than 1000 LF)(10.5 mm)	2,000	LF	\$89.00	\$178,000.00
146	Furnish and install 24" RICIPP lining (1,000 LF or more) (10.5 mm)	1,500	LF	\$52.00	\$78,000.00
147	24-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$0.01	\$15.00
148	Furnish and install 30" RICIPP lining (less than 1000 LF) (12 mm)	2,000	LF	\$99.00	\$198,000.00
149	Furnish and install 30" RICIPP lining (1,000 LF or more)(12 mm)	1,500	LF	\$65.00	\$97,500.00
150	30-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$6.00	\$9,000.00
151	Furnish and install 36" RICIPP lining (less than 1000 LF) (15 mm)	1,500	LF	\$140.00	\$210,000.00
152	Furnish and install 36" RICIPP lining (1,000 LF or more) (15 mm)	1,000	LF	\$75.60	\$75,600.00

153	36-inch RICIPP Thickness Variance 1.5 mm	1,500	LF	\$6.00	\$9,000.00
154	Furnish and install 42" RICIPP lining (less than 1000 LF)(16.5 mm)	500	LF	\$170.00	\$85,000.00
155	Furnish and install 42" RICIPP lining (1,000 LF or more) (16.5 mm)	500	LF	\$113.40	\$56,700.00
156	42-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$7.00	\$3,500.00
157	Furnish and install 48" RICIPP lining (less than 1000 LF) (19.5 mm)	500	LF	\$199.00	\$99,500.00
158	Furnish and install 48" RICIPP lining (1,000 LF or more) (19.5 mm)	500	LF	\$137.00	\$68,500.00
159	48-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$7.00	\$3,500.00
160	Furnish and install 54" RICIPP lining (less than 1000 LF) (27 mm)	500	LF	\$320.00	\$160,000.00
161	Furnish and install 54" RICIPP lining (1,000 LF or more) (27 mm)	500	LF	\$212.00	\$106,000.00
162	54-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.05	\$525.00
163	Furnish and install 60" RICIPP lining (less than 1000 LF) (28.5 mm)	500	LF	\$340.00	\$170,000.00
164	Furnish and install 60" RICIPP lining (1,000 LF or more) (28.5 mm)	500	LF	\$236.00	\$118,000.00
165	60-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.05	\$525.00
166	Furnish and install 72" RICIPP lining (less than 1000 LF) (33 mm)	500	LF	\$396.00	\$198,000.00
167	Furnish and install 72" RICIPP lining (1,000 LF or more) (33 mm)	500	LF	\$300.00	\$150,000.00

168	72-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.05	\$525.00
169	Furnish and install 84" RICIPP lining (less than 1000 LF) (36 mm)	500	LF	\$460.00	\$230,000.00
170	Furnish and install 84" RICIPP lining (1,000 LF or more) (36 mm)	500	LF	\$350.00	\$175,000.00
171	84-inch RICIPP Thickness Variance 1.5 mm	500	LF	\$1.05	\$525.00
172	Dewatering 15" thru 18"	500	LF	\$0.01	\$5.00
173	Dewatering 24" thru 42"	500	LF	\$15.00	\$7,500.00
174	Dewatering 48" thru 54"	500	LF	\$25.00	\$12,500.00
175	Dewatering 60" thru 84"	500	LF	\$30.00	\$15,000.00
176	Bahia Sod	2,000	SF	\$0.35	\$700.00
177	St. Augustine Sod	1,000	SF	\$0.55	\$550.00
178	Setup Fee Cleaning Less Than 100 Ft	100	PP	\$1.05	\$105.00
179	Setup Fee Installing RICIPP In Lines Less Than 100 Ft	100	PP	\$1.05	\$105.00
180	Red Line/As-built Drawings	200	PP	\$1.05	\$210.00
181	Video Cleaning	5,000	LF	\$10.50	\$52,500.00
182	Video RICIPP Installation	5,000	LF	\$10.50	\$52,500.00
183	Sprinkler System Repair (each residence)	200	EA	\$1.05	\$210.00
184	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (up to 3 manholes)	4,800	SF	\$13.00	\$62,400.00
185	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (4 to 6 manholes)	3,000	SF	\$13.00	\$39,000.00

186	Manhole Epoxy Coating, as specified by manufacturer (including prep work) (7 or more manholes)	3,000	SF	\$13.00	\$39,000.00
187	Chemical Grout Crack/Leak Seal	480	LF	\$35.00	\$16,800.00
188	Manhole Coating Set Up Fee, including dewatering & bypass pumping	40	EA	\$900.00	\$36,000.00
189	Structural Repairs, walls and inverts	1,200	SF	\$19.00	\$22,800.00
Total Price, Option Year No. 2					\$3,153,705.00
Total Estimated Bid Price (Base Year, plus Option Yr 1 and 2)					\$9,169,055.00

Minimum Quantity/Dollars – During the initial performance period of this contract, the COUNTY guarantees that the CONTRACTOR shall receive orders for a minimum of \$100,000.