



**CONTRACT AGREEMENT
RFP #26-187
ON CALL STORM PIPE LINING SERVICES**

This Agreement made and entered into this ___ day of _____, in the year 2____; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Contractor Name (“Contractor”), Address, City, State Zip.

WHEREAS, the City hereby contracts with Firm Name for the furnishing of professional services in connection with the Project, for the furnishing of such services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Contractor represents to City that it is professionally qualified to do this Project and is licensed to practice services by all public entities having jurisdiction over “Contractor” and the Project; and

WHEREAS, the City of Johns Creek has caused Request for Proposals #25-339 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Contractor is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the RFP #25-339; and

WHEREAS, the Contractor submitted a response to the RFP# 25-339 and the Contractor’s submittal was deemed by the City of Johns Creek to be the most advantageous per the scope of services dated December 5, 2025.

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

1.0 Definition

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

- **City:** The City of Johns Creek.
- **Contractor:** The individual or corporation identified on page 1 to labor, materials, and equipment to perform pipe lining construction services.
- **Contract Documents:** Those documents so identified in the Agreement for the Project, including all associated documents. All terms defined in the General Conditions of the Agreement for professional services of the Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

- **Contract Sum:** The total amount payable by City to Contractor for performance of the Work in accordance with the Contract Documents.
- **Contract Time:** The number of days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- **Professional Services:** The services, labor, materials, supplies, work, administration, if applicable, and all other acts, duties, and services required of Contractor under this Agreement together and any awarded project Task Order's with such other services as City may require pursuant to the terms of this Agreement.
- **Project Manager:** The person employed by City and designated to act as the City's representative for the Project.
- **Scope of Services:** That work as defined and identified with a time schedule in Exhibit A (Scope of Services) attached hereto and incorporated herein.

2.0 Key Personnel

The City of Johns Creek is entering into this Agreement and has relied upon Contractor's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing: The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to, freight, insurance, fuel surcharges, and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit B and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings: If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

3.3 Delay of Payment Due to Contractor's Failure: If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

3.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

3.5 Additional Services: Contractor shall provide, with City's concurrence, services in addition to those listed in Exhibit A (Scope of Services) when such services are authorized in writing through an executed *Task Order Agreement* and issuance of a *Notice to Proceed by City*. Prior to commencing any additional services, Contractor must submit a proposal outlining the additional services, unit costs are to be provided and the fixed "Not to Exceed" lump sum fee therefore. City shall pay Contractor for such services in accordance with the fees based in Exhibit B (Cost Proposal) attached hereto and incorporated herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Exhibit A, preparing changes in plans ordered by City, providing services necessitated in the event the Professional Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Contractor, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

3.6 Special Services: Contractor may be called on to serve as a Contractor or witness in any litigation, arbitration, legal, or administrative proceeding arising out of this Project. Contractor shall not be compensated by City if its appearance is to defend its own Professional Services. If Contractor is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon a negotiated fee schedule approved by City.

3.7 Progress Reports: A progress report must be submitted with each payment request indicating the event or service Completed. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.

3.8 Change in Scope: For substantial modifications in authorized Project scope, and/or specifications previously accepted by City, when requested by City and through no fault of Contractor, the Contractor shall be compensated for time and expense based upon the fee schedule in Exhibit B (Cost Proposal) attached hereto and incorporated herein chargeable for this service; provided, however, that any increase in Total Fee must be approved through a written Supplemental Agreement. Contractor shall correct or revise any errors or deficiencies in its designs, drawings, or specifications without additional compensation when due solely to Contractor's negligent acts, errors, or omissions. If not solely Contractor fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide additions, deletions, and revisions in the Professional Services or to modify the terms and conditions thereof by written Supplemental Agreement.

4.0 General Duties and Responsibilities

4.1 Responsibilities under the General Conditions of the Contract for Professional Services: In addition to the responsibilities herein set forth, Contractor agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Contractor. The General Conditions shall be in a form mutually agreeable between the City and Contractor and shall be consistent with the intent and requirements of the Task Order Agreement.

4.2 Personnel: Contractor shall assign only qualified personnel to perform any service concerning the Project. Contractor shall assign a Project Manager to each Task Order and provide contact information with their firm's task order quotation. This person shall be the primary contact with the City's Project Manager and shall have authority to bind Contractor with each awarded task order. So long as the individual named above

remains actively employed or retained by Contractor, he/she shall perform the function of principal on their assigned Task Order project. Personnel changes shall be approved by the City.

4.3 Subcontracting of Service: Contractor shall not subcontract or assign any of the On-Call Professional Services to be performed under this Agreement without the written consent and approval of City regarding the Professional Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section 11.1 herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$2,000,000 and provide the City with certification thereof unless waived by the City.

4.4 Endorsement: Contractor shall sign and affix licensing seal to all final plans, specifications, estimates and data and shall cause all sub-Contractors to sign and seal their final documents where required by law. Any review or approval by City of any documents prepared by Contractor and/or its Contractors including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Contractor of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

4.5 Inspection of Documents: Contractor shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and shall notify the City prior to their disposal.

5.0 City's Responsibilities

5.1 Communication: City shall provide to Contractor applicable Program Criteria; examine and timely respond to Contractor submissions; and give written notice to Contractor, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the On-Call Professional Services.

5.2 Access: City will provide access for Contractor to enter public and private property necessary to the completion of the Project.

5.3 Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A (Scope of Services) attached hereto and incorporated herein, as City's responsibility.

5.4 Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.

5.5 Project Representative: City shall designate a Project Manager to represent City in coordinating Task Order projects with Contractor, with authority to transmit instructions and define policies and decisions of City. The City's Project Manager shall be disclosed with each Task Order project.

6.0 Duration of Contract

6.1 Contract Term: The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such

renewal.

The Contract shall commence on October, 2026, and continue through September 30, 2027. The City may renew the Contract for up to four (4) additional one (1)-year terms, subject to annual appropriation of funds. The total contract term shall not exceed five (5) years.

The Contract price(s) and/or rates for the contract term will remain as offered in the Contractor's Cost Proposal. All Task Orders issued during the Contract term shall be performed at the applicable contract prices. After the initial three (3) terms of contract commencement, unit prices may be negotiated during the contract renewal process. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. If written notice of non-renewal is given, this contract will terminate upon expiration of the then existing annual term.

6.2 Contract Renewal: The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional 1-year terms as defined in the Standard Contract Form by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.3 Contract Extension: In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the RFP and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1 The Contractor shall be an Independent Contractor: The Contractor is not an employee, agent or representative of the City of Johns Creek. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses, or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses, or approvals to the City of Johns Creek Representative within ten (10) day after issuance.

7.2 Inasmuch as the City of Johns Creek and the Contractor are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements

the Contractor enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

8.0 Conflict of Interest

8.1 Contractor represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by Contractor. Contractor shall not conduct or solicit any non-City business while on City property or time.

8.2 Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the City prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

8.3 Contractor is absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office of the City.

8.4 Contractor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer to give, to any employee, agent, or representative of the City any cash or non-cash gratuity or payment with view toward securing any business from the City or influencing such person with respect to the conditions, or performance of any Agreements with or orders from the City, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between the City and Contractor.

8.5 As a condition of this Agreement, Contractor agrees to comply with the City of Johns Creek Code of Ethics as set forth with NIGP.

8.6 Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the City with all documents or other information reasonably necessary to enable the City to determine whether or not a conflict of interest existed or exists.

8.7 Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the City may have.

9.0 Indemnification

9.1 The Contractor agrees to indemnify, and hold harmless, the City, its public officials, officers, employees, and agents from and against liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful act or omission of the Contractor, its agents, sub-consultants, or employees in the performance of this Contract.

This provision shall not affect the Contractor's obligation under workers' compensation or coverage or the Contractor's insurance specifically relating to workers' compensation, nor shall this apply to any requirement herein that the Contractor purchase a project specific insurance policy, including an owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

9.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be

unreasonably withheld.

10.0 Intellectual Property

Contractor warrants that all work produced hereunder, whether in written or electronic form, shall be the original work of the Contractor unless otherwise expressly stated in writing. Contractor hereby grants to the

City a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to such work for all uses in any medium.

11.0 Insurance

11.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement. Such insurance is to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury, and \$500,000 per occurrence for property damage.

11.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement. Upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

12.0 Termination

12.1 Immediate Termination: Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees, or sub-Contractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
- c) The Contractor fails to comply with confidentiality laws or provisions.
- d) The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect, or incomplete; and/or
- e) The Contractor is found to have engaged in one or more of the "Conflict of Interest" activities outlined in Section 8.0.

12.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Contractor has failed to comply with applicable federal, state and, local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Contractor has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

12.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract.

12.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;

- c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- d) Cooperate in good faith with the City, its employees, agents, and Contractor during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

13.0 Dispute Resolution

City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor shall proceed with the Professional Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Contractor's completed services.

14.0 Ownership of Documents

All Documents prepared in connection with this Project shall be the property of the Contractor, whether the Project for which they are made is constructed or not. However, the Contractor will provide City a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Reports, plans, specifications, and related documents are Contractor's copyrighted instruments, and at the option of Contractor may so identify them by appropriate markings. Provided that Contractor is paid for its services, either by termination or completion of services, then City may subsequently use these documents without any additional compensation or agreement of Contractor, however, such use, without written verification or adaptation by Contractor for the specific purpose, intended by City shall be at City's sole risk and without liability or legal exposure to Contractor whatsoever. If City does reuse the Contractor's documents on another project, it shall retain Contractor or another licensed and insured professional Contractor to review, adapt, and seal such documents. City does not take any responsibility for the use of documents by others. Submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Contractor's right to the documents.

15.0 Confidential Information

15.1 Access to Confidential Data. The Contractor's employees, agents, and sub-Contractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- The Contractor shall provide adequate supervision and training to its agents, employees and sub-Contractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require

the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

15.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

15.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

15.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

15.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

16.0 Inclusion of Documents

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's submittal, the language in the former shall govern.

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

17.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with applicable local, state and federal requirements. The Contractor shall comply with all laws, rules, and regulations of any governmental entity pertaining to its performance under this Agreement.

17.1 Georgia Security and Immigration Compliance Act

- The parties certify that Contractor has executed an affidavit verifying that [Contractor] has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as Exhibit C and incorporated herein by reference and made a part of this contract.
- The [Contractor] further certifies that any sub-Contractor employed by [Contractor] for the performance of this agreement has executed an appropriate sub-Contractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the [Contractor] and each sub-Contractor.

- [Contractor]'s compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and [Contractor]'s failure to comply with said provisions shall constitute a material breach of this agreement.

18.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

19.0 Drug-Free and Smoke-Free Work Place

19.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement.

19.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

19.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

- The Contractor has made false certification herein; or
- The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

20.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

21.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Johns Creek all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Johns Creek pursuant hereto.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia, shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

24.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Johns Creek

Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation.

If requirements are not remedied, City of Johns Creek has the right to cancel this Agreement with no additional obligation to Contractor.

25.0 Delay

25.1 Any delay in or failure of performance by City or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (Force Majeure).

Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

25.2 Contractor shall be entitled to an equitable adjustment in Contract Time and may be entitled to an equitable adjustment in Contract Sum if the cost or time of Contractor's performance is changed due to the fault or negligence of City, provided the Contractor makes a request.

25.3 Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

25.4 To the extent any delay or failure of performance was concurrently caused by the City and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 3.8, but shall not be entitled to an adjustment in Contract Sum.

25.5 Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

26.0 Changes

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

27.0 Task Order Defined

A Task Order shall mean a written order from City authorizing the Contractor's quote received for a project under the specifications of this agreement. The scope of service and time may be changed only through a signed Task Order agreement.

28.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Johns Creek's prior written consent.

29.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable :)

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF JOHNS CREEK:

By: _____
Signature

Title: City Manager

Name: Kimberly Greer
Print

Date: _____

ATTEST: _____

SEAL:

NORTH GEORGIA INLINERS (NGI), INC.:

By: _____
Signature

Title: _____

Name: _____
Print

Date: _____

ATTEST: _____

SEAL:

EXHIBIT A

SPECIFICATIONS

General Conditions

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work and specifications;
- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines;
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work and will be responsible for all labor/repair associated with the equipment when issued a project Task Order.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

The Contractor is responsible for inspecting the jobsite prior to submitting a Task Order quote. No change orders will be issued for differing site conditions. In case of discrepancies between the plans/scope/contract and specifications, the most stringent specification/detail prevails.

SCOPE OF SERVICES

All work under this contract shall be performed in accordance with Georgia Department of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems and other GDOT specifications as applicable. Adhere to all current State and Federal construction safety regulations, including OSHA regulations.

Work will be assigned to the awarded On-Call contractor(s) in the form of task orders. The contractor(s) shall commence the work with adequate force and equipment within ten (10) calendar days from receipt of a Notice to Proceed and shall continuously pursue the work without interruption to completion. Each task order will have a deadline consistent with the quantity and/or complexity of the work.

The city currently has identified over 200 pipes that need repair. Each year, additional pipes are added to this list based on the result of inspections and investigations. No minimum guarantee of work is inferred with these contracts. The city identifies its capital budget each year and prioritizes work plans based on the needs and demands of the entire city.

Lining Types: Offeror shall clearly state which lining type(s) they will be submitting for.

- Cured-in-Place Pipe (CIPP)– This process involves the installation of a resin-impregnated

flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a thermosetting reaction.

- Spincasting – This process involves a centrifugally spray applied cementitious mortar that is wet cured.

STORM PIPE ON-CALL

The intent of the City is to prequalify contractors to perform storm pipe lining and related services. The City will ask for pricing by project and upon award, the contractor will be responsible for the work.

SPECIAL PROVISIONS

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards, and Technical Specifications specified in Appendix B for construction materials, methods and procedures.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

PROSECUTION AND PROGRESS

Each project quoted will have required schedule as part of the task order, with a timeline determined by the City. The Contractor will be considered substantially complete when all contract work except for punch list work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon Notice of Award the Contractor will be required to submit a Progress Schedule. The Contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any work not completed by the deadline. Liquidated damages shall be deducted from the 10% retainage held by the City.

Normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request. No work will be allowed on City holidays (a complete list can be found on the City website).

The Contractor shall not install lane closures or perform work or move equipment or materials on the traveled way that interferes with traffic flow between the hours of 6:00 am to 9:00 am and 4:00 pm to 7:00 pm (Monday through Friday), and 9:00 am to 1:00 pm on Sundays.

The work will require bidder to provide all labor, administrative forces, equipment, materials and

other incidental items to complete all required work. The City shall perform a Final Inspection upon notification from the contractor that all work is complete. A Punch List of found deficiencies will be submitted to the contractor upon completion of the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. 10% retainage will be held from the total amount due the Contractor until Final Acceptance of work is issued by the City.

The City will retain 10% of the fee due the Contractor. The retainage will be paid as the final invoice after the project has been completed and accepted. All punch-list work must be complete before release of any retainage.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity.

All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in the "Grading Complete" bid item. Contractor will notify the City in writing if quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

All information given concerning existing conditions is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid.

No adjustment will be made to the bid based on missing or inaccurate information on the plans/scope.

UTILITIES

Contractor shall be responsible for protecting all utilities and for coordinating any utility relocation necessary for the completion of the work.

Contractor shall be responsible for the adjusting to grade of existing utility structures that are incorporated into the work including but not limited to water valves and sewer cleanouts.

All known utility facilities are shown schematically on highway plans, and are not necessarily

accurate in location as to plan or elevation. Utility facilities such as service lines or unknown facilities not shown on plans will not relieve the contractor of their responsibility under this requirement. "Existing utility facilities" means any utility that exists on the project in its original, relocated or newly installed position.

TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction to the citizens. Work staging and operations shall be conducted in a manner to minimize interference with traffic flow thru existing parking areas. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with MUTCD and DOT specifications. Contractor shall take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractors expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

All personnel, equipment, and materials required for installing and maintaining traffic control shall be the responsibility of the contractor.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

SURVEY

The Contractor will be responsible for all staking necessary to complete construction activities. All survey equipment, stakes and other materials needed will be considered incidental to construction operations and no additional compensation will be provided.

RIGHTS AND USE OF MATERIAL

Materials excavated within the project limits become the property of the Contractor. The Contractor, at his/her discretion, may elect to incorporate any of the excavated material into his/her work provided and that it is suitable for the intended use. Materials identified to be removed and are unsuitable for the project will be removed from the site by the Contractor. All excavation, placement, hauling and grading of on-site material will be the Contractors responsibility.

GRADING COMPLETE

The Contractor shall be responsible for all grading work including all clearing, grubbing, hauling, grading, excavation, backfilling, and compaction tasks associated with the work. In addition to the above listed tasks, any costs associated with providing borrow material from a location not within the project limits will be the responsibility of the Contractor. Sub-grade excavation to required elevations, removal of excavated material if necessary, sub-grade compaction, fine grading, and back-filling excavated area with suitable material will be the responsibility of the Contractor. Also included in this work will be the removal and hauling off of existing construction materials, trees and any other items necessary to complete the work.

Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. The Contractor is also responsible for all ditch grading required to maintain drainage.

Tree save fence shall be installed and maintained by the contractor as indicated on the plans/scope.

EROSION/SEDIMENT CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines.

GRASSING COMPLETE

Contractor will be responsible for temporary and permanent grassing all disturbed areas. This work shall consist of ground preparation, furnishing and planting, seeding (including the cost of the seed), fertilizing, sprigging, mulching and watering of all areas disturbed due to construction operations. This work will comply with GDOT Section 700 – “Grassing.”

Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. In the event that areas are damaged prior to final project acceptance, the Contractor will repair or replace as necessary.

COORDINATION

The Contractor shall keep the City updated on the construction schedule and daily work plans.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform clean-up activities may result in suspension of the work.

RFP / Project General Information

1. The City will select the best qualified Contractor(s) based on the information received from interested firms as a result of this solicitation. Multiple firms may be selected.
2. City of Johns Creek will expect to liaison with a single Project Manager representing the prime contractor firm and the sub-contractor. The City of Johns Creek reserves the right to approve sub-contractor. *Project Manager listed in the RFP will not be changed without the approval of the City.*
3. City of Johns Creek reserves the right to cancel any and all Request for Proposals at any time when it is determined to be in the best interest of the City.
4. City of Johns Creek also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
5. Generally, the Purchasing Division' and Public Work's position is **not** to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a **Pre-Award Debriefing** can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided

after the announcement of the short-listed firms within the time period posted on the website. **All requests must be made and scheduled within this time frame. Any request outside of this time period will be accommodated only at the discretion and convenience of the City staff.**

ADDITIONAL PIPE LINING SPECIFICATIONS

1. CURED-IN-PLACE (CIPP) LINING SPECIFICATIONS

PART 1 - GENERAL

It is the intent of this section of these Specifications to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a thermosetting reaction.

PART 2 – REFERENCED DOCUMENTS

This Specification references ASTM D5813 (Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe) ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), and ASTM F1743 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe).

PART 3 – MATERIALS

1. The Tube. The tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
 - a. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube.
 - b. The tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the designed finish wall thickness.
 - c. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
 - d. The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.
2. The Resin System. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project.

PART 4 – STRUCTURAL REQUIREMENTS

The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM F1216, Appendix X1, has such an acceptable methodology that may be used where applicable. The long-term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.

The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

The finished CIPP shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The materials properties of the finished CIPP shall meet or exceed the following structural standards:

MINIMUM PHYSICAL PROPERTIES

Property	ASTM TEST METHOD	POLYESTER SYSTEM	FILLED POLYESTER SYSTEM	VINYL ESTER SYSTEM
Flexural Strength	D790	4,500psi	4,500psi	5,000psi
Flexural Modulus (Initial)	D790	250,000psi	400,000psi	300,000psi
Flexural Modulus (50 Yr)	D790	125,000psi	200,000psi	150,000psi
Tensile Strength	D638	3,000psi	3,000psi	4,000psi

PART 5 – INSTALLATION

The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the anticipated loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube.

Temperature gauges shall be placed at the upstream and downstream ends of the reach being lined to monitor the pressurized fluid's (air or water) temperature. In addition to monitoring the temperature inside the tube, temperature gauges shall be placed between the host pipe and the liner at as many points as is practical to record the heating that takes place on the outside of the liner.

Curing of the resin system shall be as per the Manufacturer (Licensor) of the CIPP product. The temperatures achieved and the duration of holding the pressurized fluid at those temperatures shall be per the Manufacturer's (Licensor's) established procedures.

PART 6 – INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and to provide rights of access to these points. If a street must be closed to traffic because of the orientation of the pipeline, the Owner shall institute the actions necessary to do this for the mutually agreed time period. The Owner shall also provide free access to water hydrants for cleaning, installation of the tube, and other work items requiring water. The contractor will be expected to uncover buried manhole lids and bring them to grade.

The Contractor, when required, shall remove all internal debris out of the pipeline that will interfere with the installation of the CIPP. The Contractor shall provide a dumpsite for all debris removed during the cleaning operations. Any hazardous waste encountered during this project will be considered as a changed condition.

The Contractor, when required, shall provide for the flow of water around the section, or sections, of pipe designated for rehabilitation. The bypass shall be made by plugging the line at the existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the anticipated flow. The Owner may require a detail of the bypass plan to be submitted.

Experienced personnel trained in locating breaks, obstacles, and service connections by close circuit television shall perform inspection of the pipelines. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP into the pipelines, and it shall be noted so that these conditions may be corrected. A videotape and suitable log shall be kept for later reference by the Owner.

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

In coordination with the City, the Contractor will be responsible for contacting each home or business adjacent to the storm sewer and informing them of the work to be conducted. The Contractor shall also provide the following:

- Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.
- Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.

PART 7 – QUALITY ASSURANCE PROCEDURES

The Contractor shall prepare a sample for each installation of CIPP. The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet out tube, clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only.

In addition to physically sampling the finished CIPP, the Contractor shall post-TV the completed work. The television inspection should be used to confirm tightness of the fit of the CIPP to the host pipe and to identify any imperfections. The finished liner shall be continuous over its entire length and be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.

PART 8 – PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during that period.

2. CENTRIFUGALLY SPRAY APPLIED CEMENTITIOUS MORTAR (SPINCASTING) SPECIFICATIONS

PART 1 - GENERAL

1. **SUMMARY** - This specification document contains the minimum material requirements and installation techniques required for pipe lining rehabilitation/repair to storm drainage and related pipe as may be directed by the appropriate engineer, owner, or utility agency.

2. REFERENCES

- ACI 306R-88, Cold Weather Concreting
- ACI 305 R-10, Hot Weather Concreting
- ASTM C157 Length Change
- ASTM C 1202 Chloride Ion Permeability
- ASTM C 109 Compressive Strength
- ASTM C666A Freeze/Thaw Resistance
- ASTM C 309

3. DELIVERY STORAGE & HANDLING

1. All materials shall be delivered to the jobsite in their original, unopened packages, clearly labeled with the manufacturer's identification, printed instructions and batch code for shelf life and traceability.
2. Store and condition the specified product as per the appropriate product data sheet.
3. For handling instruction, refer to the Safety Data Sheet.

4. **ENVIRONMENTAL CONDITIONS** - Condition and maintain all materials and surfaces that contact pipe rehabilitation material to between 50°F and 90°F (10°C and 32°C), but optimally between 60°F and 75°F (15°C and 24°C).

PART 2 - PRODUCTS

1. MATERIALS

The pipe rehabilitation material shall be a centrifugally spray-applied, basalt fiber reinforced, pre-packaged cement-based mortar requiring only the addition of potable water. The material shall not contain any chlorides or lime other than amounts contained within the hydraulic cement composition. The manufacturer shall have at least 20 years of experience in the manufacture of cementitious repair materials. Contractor shall be trained in the installation standards of the manufacturer.

2. MATERIAL PROPERTIES

The pipe lining/rehabilitation material shall meet all the following typical performance criteria when cured at 70°F (21°C):

A. Compressive Strength, ASTM C 109	
1 Day	3,000 psi (20.7 MPa)
7 Days	6,000 psi (41.4 MPa)
28 Days	8,000 psi (55.2 MPa)
B. Bond Strength, ASTM C 882	
7 Days	2,000 psi (14.8 MPa)
C. Length Change, ASTM C 157	
28 Days Wet	+0.05%
28 Days Dry	-0.15%
D. Chloride Ion Permeability, ASTM C 1202	
28 Days	Very Low
E. Freeze/Thaw Resistance, ASTM C 666A	90% RDM @ 300 cycles
F. Working Time	30 Minutes

PART 3 - EXECUTION

1. EXAMINATION

Actual site conditions must be verified in order to properly assess whether or not the pipe is a candidate for in-situ repair. Registered engineer/contractor to verify surrounding soil conditions, existing pipe conditions and existing/future loading conditions are suitable for the repair to take place.

2. PIPE CONDITIONS

- A. Completely remove or mitigate all obstructions that may hinder proper installation of product prior to commencing work.
- B. Ensure all active water flow is diverted or stopped prior to commencing work.
- C. Remove all loose, delaminated and weak materials including dirt and debris from work area. Prepare pipe surfaces using high pressure water blasting to thoroughly remove all contaminants and bond-inhibiting materials. Severely corroded pipe sections may need replacement.
- D. The sections to be repaired should be free of standing water; concrete pipe should be presoaked for 6-8 hours prior to installation or in accordance with manufacturer's specifications.

- E. All cracks in pipes identified shall be brought to the attention of the engineer and a determination made of whether the cracks shall be repaired or mitigated as directed prior to installation of the pipe rehabilitation material.
- F. All surfaces must be blown clean from surface preparation debris and residue prior to commencing work.
- G. Due to the potential corrosion reactivity between cementitious materials and aluminum, all aluminum pipe should be coated with a coal tar type coating (or similar material) prior to application of Cementitious Repair Material.

3. APPLICATION

- A. All necessary tools, equipment and materials shall be in good condition and as close as possible to the area being repaired.
- B. Appropriate clothing and safety equipment shall be worn to avoid breathing dust and prevent eye and skin contact with both dry and mixed repair materials, according to the Safety Data Sheets.
- C. An ample source of potable water shall be available for preconditioning, mixing, cleaning and curing.
- D. Mix according to manufacturer instructions.
- E. Position spray cast equipment within pipe and begin pumping material to nozzle. Commence application of material within pipe. As material is cast within the pipe, move applicator head accordingly so as to provide the necessary thickness and uniformity. Continue placement of material to minimize or prevent cold joints except over existing joints. Placement thickness and achievement of specified wall thickness are the responsibility of the contractor.

4. CURING

- A. Wet cure per manufacturers recommendations or for a minimum of 24 hours after placement or apply curing compound meeting the requirements of ASTM C 309 immediately after placement.
- B. Repair material shall be protected from freezing, hydrostatic pressure and vibration as recommended by the manufacturer, until fully cured.

5. FIELD QUALITY CONTROL

- A. Compressive Strength Test:
- B. Test in accordance with ASTM C 109/C109M by making samples of the mortar. Obtain production samples of mixed mortar from the nozzle or the mixer during the application for compliance with specification for testing at 7 days and 28 days.
- C. Provide a minimum of three test specimens for each 200-lf of spun pipe and a minimum of 3 samples in total, whichever is greater, for testing.
- D. Provide manufacturer's original Quality Control results for batch used on site.

EXHIBIT B
COST PROPOSAL

SAMPLE

EXHIBIT C

IMMIGRATION AND SECURITY FORM / REQUIRED DOCUMENTS

SAMPLE

EXHIBIT D

CONTRACTOR'S TECHNICAL PROPOSAL

SAMPLE