

CITY OF CAPE CORAL
CONTRACT #: BPW2415MM-A
LINING OF DRAINAGE PIPES

THIS CONTRACT is made this 9th day of February, 2024 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and FLOTECH ENVIRONMENTAL, LLC, located at 657 South Drive, Suite 401, Miami, FL 33166, hereinafter called "CONTRACTOR".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide Lining of Drainage Pipe services in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written NOTICE TO PROCEED.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed on the CONTRACTOR'S Official Bid Proposal Form during the term of the contract more specifically EXHIBIT A, attached as submitted.
5. This Contract may be terminated by the CITY for its convenience upon thirty (30) calendar days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
6. The Term "Contract Documents" shall include this Contract, CITY issued document, addendum or email addendum, Contractor's Quote/bid except when it conflicts with any other contractual provision, the City's General Terms and Conditions dated 12/20/2023, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders, and the purchase order. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
7. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
9. **Administration of Contract:** The Department Director, or his representative, shall administer this Contract for the CITY.
10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract,

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each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.

11. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless, such amendments or variations are in writing and signed by the parties.
12. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://www.capecoral.gov/Procurement/ACH%20Authorization%20Form.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

13. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

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CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
15. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
16. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
17. **Insurance:**
Minimum Insurance Requirements: The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.
- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
 - c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

Workers' Compensation:
Statutory

Employers' Liability will have minimum limits of:
\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 disease – policy limit

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****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The "Certificate Holder" shall read as follows:

City of Cape Coral
P.O. Box 150027
Cape Coral, Florida 33915-0027

b. The "Description of Operations/Locations/Vehicles" shall read as follows:

"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Project-Specific Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2, 000,000 general aggregate

****Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).***

- **Longshore and Harbor Workers' Compensation & Employers' Liability** – Statutory benefits as defined by federal law for job injuries that occur on the navigable waters of the United States as described in the United States Longshore and Harbor Workers' Compensation Act ("LHWCA" or "USL&H") to include all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Employers' Liability will have minimum limits of

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Longshore and Harbor Workers' Compensation
Statutory Limits

Employers' Liability

\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

- **Umbrella/Excess Liability** – A form of excess liability insurance, umbrella policies cover claims exceeding the limits stipulated by the underlying policy's terms, while also providing broader coverage encompassing losses outside of those outlined within the initial policy.

\$1,000,000 per occurrence
\$2,000,000 general aggregate

18. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

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19. **Contract Cancellation:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.

20. **Public Records:**

The CITY is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (239) 574-0411, ctyclk@capecoral.gov, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the public agency to perform the service;

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY;

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21. **Safety and OSHA Compliance:**

A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

22. **Annual Appropriation Contingency:** Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

23. **E-Verify Validation:**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify

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system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system (emphasis mine).

Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.

PUBLIC AGENCY CONTRACTING

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
 - (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
 - (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.
24. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
25. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

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26. **Entire Agreement** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.
27. **Scrutinized Companies List**: Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:
- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
 - b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written:

(CITY SEAL)
ATTEST:

Signature: Kimberly Bruns

Printed Name: Kimberly Bruns, CMC

Title: City Clerk

Date: 2-12-24

CITY:

CITY OF CAPE CORAL, FLORIDA

Signature: Michael Ilczyszyn

Printed Name: Michael Ilczyszyn

Title: City Manager

Date: 2/9/2024

CITY LEGAL REVIEW:

Aleksandr Boksner
City Attorney

1/10/2024
Date

CONTRACTOR:

FLOTECH ENVIRONMENTAL, LLC

Signature: Josi Alketo Furt

Print Name: Josi Alketo Furt

Title: Managing Member

Date: 1/18/24

EXHIBIT A



BPW2415MM Addendum 1 Flotech Environmental, LLC Supplier Response

Event Information

Number: BPW2415MM Addendum 1
Title: Lining of Drainage Pipes
Type: Invitation to Bid
Issue Date: 11/1/2023
Deadline: 12/6/2023 02:00 PM (ET)
Notes: The City of Cape Coral will receive bids for a Maintenance Contract to Perform Lining of Drainage Pipes, BPW2415MM. Detailed specifications may be obtained in this bid listing. Bids will be publicly opened at Cape Coral City Hall, 1015 Cultural Park Blvd, Cape Coral, FL 33990. The location of the bid opening, for those wanting to attend in person, can be found in this solicitation, under the "Activities" tab.

Furnish all labor, material, equipment, and operations necessary to line, only by cured-in-place pipe lining method, of deteriorated stormwater drainage pipe ranging in diameter from 15 inches to 72 inches.

Contact Information

Contact: Mark Milkovich Procurement Specialist
Address: 1015 Cultural Park Blvd
City Hall - 2nd Floor/Finance-Procurement
Cape Coral, FL 33990
Email: mmilkovi@capecoral.gov

Flotech Environmental, LLC Information

Address: 657 South Drive
Suite 401
Miami, FL 33166
Phone: (866) 299-3323

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Jose L. Ferre

Signature

estimating@flotechllc.com

Email

Submitted at 12/6/2023 12:15:34 PM (ET)

Requested Attachments

Business Licenses and Business Tax Receipts

Licenses & BTRs - Flotech
Environmental, LLC.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title it Licenses & BTR's - (Firm Name)

Corporate Resolution Form

Corporate Resolution - Flotech
Environmental, LLC.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s). Title it Corporate Resolution - (Firm Name)

Form 3A

No response

Upload completed Form 3A, if applicable. Title it Form 3A - (Firm Name)

Certificate of Insurance

COI - Flotech Environmental,
LLC.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title it COI - (Firm Name)

Business Qualification Questionnaire

Business Qualifications - Flotech
Environmental, LLC.pdf

Upload your completed Business Qualification Questionnaire. Title it Business Qualifications - (Firm Name)

Reference Forms

Reference Forms - Flotech
Environmental, LLC.pdf

Upload completed reference forms. Title it Reference Forms - (Firm Name)

Division of Corporations

Flotech Environmental 2023
FLORIDA LIMITED LIABILITY
COMPANY ANNUAL REPORT.pdf

Upload copy of your registration from the website www.sunbiz.org Title it Division of Corporations - (Firm Name)

Trench Safety Act Compliance Form

Trench_Safety_Act_Compliance_
Form.pdf

Upload completed Trench Safety Act Compliance Form. If not applicable, mark as N/A, sign and return. Title it Trench Safety - (Firm Name)

Local Vendor Preference Establishment Form

No response

Upload completed Local Vendor Preference Establishment Form, if applicable. Title it Local Vendor Form - (Firm Name)

Certified Minority Business

State of Florida MBE - Flotech Environmental, LLC.pdf

Upload documents to verify the classification being claimed, if applicable Title it Minority Business Form - (Firm Name)

Evidence of Bonding Capacity

Bonding - Flotech Environmental, LLC.pdf

Upload a letter from a surety company showing evidence of bonding capacity. Title it Bonding - (Firm Name)

Attachment - Immigration - E-Verify From

Template - Immigration - E-Verify Affidavit - Project #BPW2415MM .pdf

Provide completed E-Verify form with submittal.

E-Verify Memorandum of Understanding (MOU)

Employer MOU - Flotech Environmental, LLC.pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

Response Attachments

Flotech Env Qualifications Package 10-2023.pdf

Qualifications Package

Bid Attributes

1	Taxpayer Identification Number (FEIN or Social Security #) Please provide the Federal Employer Identification Number or Social Security Number of entity. <input type="text" value="45-4556187"/>
2	Introduction, General Terms & Conditions, and Special Conditions Download the Introduction, General Terms and Conditions, and Special Conditions on the "Attachments" tab. Review and indicate below: <input checked="" type="checkbox"/> I have downloaded, read and agree.
3	Specifications and Requirements Please download the Specifications and Requirements located in the "Attachments" tab. <input checked="" type="checkbox"/> I have downloaded, read and agree.
4	State of Florida, Division of Corporations Please submit a copy of your registration and the corresponding document number from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. Indicate the document is attached and you can add any notes as required. <input type="text" value="DOCUMENT# L12000004059 The Document is attached."/>

5 Collusion Statement

The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☒ I agree

6 Scrutinized Companies Certification

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

☒ I agree

7 Public Entity Crimes Act

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☒ I agree

8 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I agree

9 Form 3A - Interest in Competitive Bid for Public Business

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A

1 Corporate Resolution

0

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

☐ I am submitting the company's corporate document.

1 Drug Free Workplace

1

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I agree

1 Reference Survey Forms

2

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.

The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

1 Insurance Requirements

3

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I agree

1 4	Deviations from Bid Specifications Bidder shall clearly indicate all areas in which the items the bidder proposes does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral. Please indicate all deviations. <div style="border: 1px solid black; padding: 2px;">No response</div>
1 5	Designated Contact Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract. List the name, title, phone #, and email address for the primary contact below. <div style="border: 1px solid black; padding: 2px;">Jose Alberto Ferre Managing Member 305-794-2826 jose.a.ferre@flotechllc.com</div>
1 6	Bids to Remain Effective Bids shall be effective for 120 days from Bid Opening Date, and thereafter if accepted by the City for the term designated in this bid. By submitting a bid you are in agreement with this timeframe.
1 7	Contract Term <u>The Term of the Contract shall be for five (5) years with the option for two one-year additional one-year periods if mutually agreed upon.</u> <input checked="" type="checkbox"/> I Understand and agree
1 8	License Requirement It is required that the bidder hold a valid General Contractors license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral. Bidder will attach copies of the documents as proof of qualifications. <input checked="" type="checkbox"/> I have attached the documents as requested above.
1 9	City Employees Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division. <div style="border: 1px solid black; padding: 2px;">No</div>
2 0	Annual Appropriation The City's performance and obligation to pay under this contract is contingent upon annual an appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations. <input checked="" type="checkbox"/> I Agree
2 1	Bid Security - Not applicable A bid security is not applicable for this bid.

2 Local Vendor Preference

2 In accordance with Article VII Division 1 Sections 2-144(a)(10) of the City of Cape Coral Ordinance prior to award, a vendor who desires to be considered for local preference in a bid/proposal must submit sufficient information with its bid/proposal to allow consideration, including a copy of a paid business tax receipt showing a full 12 months in advance of the bid submittal date.

If any grants are applicable to this procurement, local vendor preference will not be applicable. Grants may be obtained prior to, during, and after solicitation release.

Are you claiming Local Vendor Preference? If YES, please complete and attach the Local Vendor Preference Establishment form found in the "Attachments" tab.

NO

2 Electronic Funds Transfer (EFT"S)

3 **Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

<https://www.capecoral.gov/Procurement/ACH%20Authorization%20Form.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☒ I Acknowledge

Public construction and Other Bonds - Bids

1. When the successful bidder delivers the executed Agreement to the City, it shall be accompanied by the required Public Construction/Security Bond (SAMPLE Public Construction Bond form found under Attachment Tab). The Bond shall be an amount at least equal to the Contract Price as security for the performance and payment of all Contractor's obligations under the Agreement. The contractor shall be required to record the bond in the public records of the County where the improvement is located and post a copy of the bond in a prominent location at the work site.
2. The successful bidder shall furnish City with a Public Construction Bond executed by an acceptable surety company on the Bond from provided under the Attachment Tab.
3. To be acceptable to the City as surety on bonds, surety shall comply with the following provisions to be provided in bid package:
 - 3.1 Surety must be licensed to do business in Florida and shall comply with all provisions of Florida State Statutes;
 - 3.2 Surety must have been in business and have a record of successful, continuous operation for at least five (5) years;
 - 3.3 Attorneys-in-fact who sign bid bonds or supply contract bonds must file with such bond a certified copy of their power of attorney to sign such bond;
 - 3.4 Agents of Surety Companies must list their name, address, and telephone number on all bonds;
 - 3.5 Surety shall have the following minimum rating:
 - 3.5.1 Best's Financial Rating of A-XII
 - 3.5.2 Best Policyholder's Rating of "A" which signifies "excellent" based on good underwriting, economic liabilities, net resources for unusual stock, and sound investment.
4. The bond shall remain in effect during the guarantee period until such time that it is replaced by a warranty bond as detailed in the technical specifications.
5. All bonds must be executed under the corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or any attorney-in-fact with proof of power attached to the bond.
6. If the surety ceases to meet any of the requirements of paragraph 3 above, Contractor shall within ten (10) days substitute another Bond and Surety. Both must be acceptable to City.
7. Failure to execute the agreement and provide the Public Construction Bond within ten (10) calendar days from the date of the notification of the award shall be just cause for the City to annul and void the award and declare forfeiture of the proposal guarantee (Bid Bond) or good faith deposit in liquidation of all damages sustained by Owner. An Award may then be made, at the City's discretion, to the next lowest responsible Bidder or the work may be re-advertised and re-bid.

☒ I Agree

2
5**E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system (emphasis mine).

NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.

PUBLIC AGENCY CONTRACTING

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☒ I Acknowledge and Agree

2
6**Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☒ I Acknowledge and Agree

2
7**ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.

The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been

advertised. This Cone of Silence is designed to protect the professional integrity of the procurement

process by shielding it from undue influences prior to the recommendation of contract award.

§ 2-151

(k) Cone of Silence.

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

- a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and
- b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

- a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.
- b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

- a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.
- b. Nothing contained in this section shall prohibit any person or entity subject to this section from:
 1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
 2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.
 3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.
 4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.
 5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.

(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to
perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian,
or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that
promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape
Coral, or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☒ I Understand and Agree

**2
8 Maintenance of Traffic**

MAINTENANCE OF TRAFFIC (MOT): Payment for this item shall be for each SOW, based upon the road classification.
Reference #4 in the Line Item Tab.

☒ Yes

**2
9 Mobilization/Demobilization**

MOBILIZATION (MOB): Payment for this item shall be for each SOW, based upon the construction cost of each SOW.
Reference #5 in the Line Item Tab.

☒ Yes

**3
0 Addenda**

By checking the box below you are acknowledging the changes made during addendum #1.

Changes: See Addendum #1 in the Attachments Tab.

☒ I understand and agree

Bid Lines

1 Package Header

PIPE LINING

Quantity: 1 UOM: EA Total: \$5,525.75

Item Notes: Pipes 42" and up normally require the grate/casting removal and replacement and should be included in the price.

Package Items

1.1 15" Diameter Pipe Lining, 6mm Finished Thickness

Quantity: 1 UOM: LF Price: \$188.50 Total: \$188.50

1.2 18" Diameter Pipe Lining, 6mm Finished Thickness

Quantity: 1 UOM: LF Price: \$205.75 Total: \$205.75

1.3 21" Diameter Pipe Lining, 9mm Finished Thickness

Quantity: 1 UOM: LF Price: \$247.25 Total: \$247.25

1.4 24" Diameter Pipe Lining, 9mm Finished ThicknessQuantity: 1 UOM: LF Price: Total: **1.5 27" Diameter Pipe Lining, 10mm Finished Thickness**Quantity: 1 UOM: LF Price: Total: **1.6 30" Diameter Pipe Lining, 12mm Finished Thickness**Quantity: 1 UOM: LF Price: Total: **1.7 36" Diameter Pipe Lining, 15mm Finished Thickness**Quantity: 1 UOM: LF Price: Total: **1.8 42" Diameter Pipe Lining, 18mm Finished Thickness**Quantity: 1 UOM: LF Price: Total: **1.9 48" Diameter Pipe Lining, 20mm Finished Thickness**Quantity: 1 UOM: LF Price: Total: **1.10 54" Diameter Pipe Lining, 25mm Finished Thickness**Quantity: 1 UOM: LF Price: Total: **1.11 60" Diameter Pipe Lining, 28mm Finished Thickness**Quantity: 1 UOM: LF Price: Total: **1.12 72" Diameter Pipe Lining, 34mm Finished Thickness**Quantity: 1 UOM: LF Price: Total: **2 Package Header****BY-PASS / PUMPING / DEWATERING WHERE NEEDED**Quantity: 1 UOM: EA Total:

Item Notes: Pipes 42" and up normally require grate/casting removal and replacement and should be included in the price.

Package Items**2.1 15" Pipe Diameter**Quantity: 1 UOM: EA Price: Total: **2.2 18" Pipe Diameter**Quantity: 1 UOM: EA Price: Total: **2.3 21" Pipe Diameter**Quantity: 1 UOM: EA Price: Total: **2.4 24" Pipe Diameter**Quantity: 1 UOM: EA Price: Total: **2.5 27" Pipe Diameter**Quantity: 1 UOM: EA Price: Total: **2.6 30" Pipe Diameter**Quantity: 1 UOM: EA Price: Total:

2.7 36" Pipe DiameterQuantity: 1 UOM: EA Price: \$0.01 Total: \$0.01**2.8 42" Pipe Diameter**Quantity: 1 UOM: EA Price: \$0.01 Total: \$0.01**2.9 48" Pipe Diameter**Quantity: 1 UOM: EA Price: \$0.01 Total: \$0.01**2.10 54" Pipe Diameter**Quantity: 1 UOM: EA Price: \$0.01 Total: \$0.01**2.11 60" Pipe Diameter**Quantity: 1 UOM: EA Price: \$0.01 Total: \$0.01**2.12 72" Pipe Diameter**Quantity: 1 UOM: EA Price: \$0.01 Total: \$0.01**3 Package Header****Maintenance of Traffic (MOT)**Quantity: 1 UOM: LS Total: \$1,200.01**Package Items****3.1 MOT: Local Roads**Quantity: 1 UOM: LS Price: \$0.01 Total: \$0.01**3.2 MOT: Collector Roadways**Quantity: 1 UOM: LS Price: \$500.00 Total: \$500.00**3.3 MOT: Arterial**Quantity: 1 UOM: LS Price: \$700.00 Total: \$700.00**4 Package Header****MOBILIZATION (MOB): Price for MOB based on the SOW price.**Quantity: 1 UOM: LS Total: \$3,000.01

Item Notes: Payment for this item shall be based on the construction cost per Statement of Work

Package Items**4.1 MOBILIZATION (MOB): Price for MOB where the SOW is priced less than \$25,000.**Quantity: 1 UOM: LS Price: \$3,000.00 Total: \$3,000.00**4.2 MOBILIZATION (MOB): Price for MOB where the SOW is priced greater than \$25,000.**Quantity: 1 UOM: LS Price: \$0.01 Total: \$0.01**5 Package Header****EXCAVATION FOR LINE OBSTRUCTION**Quantity: 1 UOM: HR Total: \$1,000.00

Package Items

5.1 Excavation for Line Obstruction

Quantity: 1 UOM: HR

Price: \$1,000.00

Total: \$1,000.00

Response Total: \$10,725.89