

**CONTINUING SERVICES AGREEMENT WITH
FOUNDATION SERVICES OF CENTRAL FL INC. # 13701**

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and FOUNDATION SERVICES OF CENTRAL FLORIDA, INC, a Florida for Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued an Invitation to Bid (ITB), no 23-230, seeking qualified firms or individuals to provide Annual Subsurface Injection and Grout Services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide the work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual Subsurface Injection and Grout Services, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services” or “Work”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective upon execution by both Parties and continues until the September 30, 2023, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year term(s). The Contractor may choose not to renew this Agreement, provided that the Contractor provides the County with written notice ninety (90) days prior to our fiscal year starting in October 1st for each term renewal.
4. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in

a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Authorization for Services.** Authorization for performance of the Services by Contractor under this Agreement will be in the form of written Work Orders (or “notice to proceed”) issued and executed by County and signed by Contractor. Each Work Order will describe the Services required, state the dates for commencement and completion of the Services, and state the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the terms of this Agreement shall prevail. Changes to existing Work Orders will be authorized by a Work Order Change Order. The County makes no covenant or promise as to the amount or number of Services, work or projects to be requested of Contractor under this Agreement, or that Contractor will perform any project for the County during the term of this Agreement. The County Manager or his/her designee is authorized to initiate and sign Work Orders and Work Order Change Orders on behalf of the County.

6. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services required will not exceed **\$60,000.00 annually** (“NTE amount”). Projects may be executed up to the NTE amount on a “Fixed Fee Basis”, a “Time Basis” method, or a combination of these methods. In the event the performance of the Services requires a combination of both Time Basis and Fixed Fee Basis, a separate Work Order shall be completed for each type of compensation. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee Basis amount will include any reimbursable expenses. If a Work Order is issued under a Time Basis method, then Contractor shall be compensated in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein. If a Work Order is issued under a Time Basis method, then any reimbursable expenses are in addition to the hourly rates and shall be subject to the provisions contained in **Exhibit “2”**. Reimbursable expenses are subject to the applicable NTE amount.
- B. Contractor must provide detailed supporting documentation with any Work Order.
- C. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's

representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Public Works
5620 NW120th LN
Gainesville, FL 32653

- D. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
 - E. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
 - F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
 - G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
8. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or

used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Contractor’s representations pertaining to the deliverables.

10. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$18.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

A. **Termination for Default:** The failure of Contractor to comply with any provision of

this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

- B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. Indemnification. CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST

ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

FOUNDATION SERVICES
OF CENTRAL FLORIDA, INC
PO BOX 2463
OCALA, FL 34478
352-622-9218

To County:

Alachua County Public Works
5620 NW 120th Ln
Gainesville, FL 32653
jfllegert@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County 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 Florida law or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert

any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with

laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to terminate this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the

Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

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

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

DocuSigned by:
Darryl Hampy
1829F93BD7EA405...
By: _____
Darryl Hampy
Print: _____
Title: President/Owner
Date: 2/1/2023

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. General

- 1.1. The Contractor shall provide Annual Subsurface Injection and Grout Services for the County.
- 1.2. All work specified shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road & Bridge Construction (Current Edition) – Divisions II and III as amended by these specifications. Scope shall include any and all methods of subsurface repairs. Work will be performed at various locations within Alachua County.
- 1.3. Work shall include Maintenance of Traffic in accordance with FDOT Standard Plans (Current Edition) and the Manual on Uniform Traffic Control Devices.
- 1.4. Description of Goods and Services
 - 1.4.1. A list of products to be ordered are described in the Payment Schedule at Exhibit 2.
 - 1.4.2. Any quantities indicated herein are only estimated and the Entities reserve the option to increase/and or decrease quantities, or delete items as required.
 - 1.4.3. The County reserves the option to add or delete items within the scope of this Agreement and accepting a mutually agreed upon price which must be approved by Procurement or by obtaining such items via the County's regular Procurement Procedures, as deemed in the best interest to the County.
- 1.5. Release of Lien: Prior to any payment for completed and accepted work, the Contractor shall provide an Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien on a form acceptable to the County.
- 1.6. Scheduling
 - 1.6.1. Work to be performed will be provided to the Contractor, in writing, via a Work Order/Notice to Proceed, specifying the requested dates for the work to be performed and estimated value of the work. Work will be scheduled by the Contractor in a reasonable period of time, compatible with the Contractor's work schedule.
 - 1.6.2. Performance and Payment Bond for 100% of the assigned work shall be provided prior to issuance of a Notice to Proceed for non-emergency repairs.
 - 1.6.3. Work may be performed at night or on weekends as deemed necessary by the County. Business hours shall be defined as any work shift Monday thru Friday between the hours of 7 am and 7 pm. Non-Business hours shall be defined as any work shift Monday thru Friday between the hours of 7 pm and 7 am, including Saturday and Sunday.
- 1.7. Traffic Control
 - 1.7.1. The Contractor shall provide necessary traffic control in conformance with FDOT Standard Plans (Current Edition), during the conduct of any work requested by the

County under this Agreement. The cost of traffic control shall be bid in accordance with the bid form.

2. Shallow Subsurface Injection General

- 2.1. Furnish and inject polyurethane grout to fill voids, seal drainage structures, seal nonstructural wall openings, lift roadway panels, lift approach slabs, and correct pavement alignment issues at the locations shown in a work order or as directed by the County. Furnish all labor, equipment and materials required to inject expansive one or two-part polyurethane.
- 2.2. With each work order, review the available subsurface information and visit the site to assess the severity of issue to be corrected, the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the injection operation is the sole responsibility of the contractor. Field locate and verify the location of all utilities in the vicinity of the project site prior to starting the work. Maintain uninterrupted service for all existing utilities throughout the work.

2.3. Shallow Subsurface Injection Personnel Requirements

- 2.3.1. The on-site superintendent supervising polyurethane injection must have at least three years of verifiable experience in polyurethane injection. Provide documentation of each project successfully completed, listing the project name and location, name of contracting party with current contact number, a brief description of the work, and dates of completion.
- 2.3.2. Prior to the start any work, submit the Contractor and superintendent qualifications to the County for approval.

2.3.3. Shallow Subsurface Injection Materials

2.3.3.1. One Component Polyurethane:

2.3.3.1.1. Use a one component high density polyurethane grout, meeting the following requirements, that upon injection reacts with moisture for rapid expansion and curing to create a watertight mass.

2.3.3.1.2. Viscosity: The material must have a viscosity of 110 to 130 centipoise (cP) at 20°C to 25°C.

2.3.3.2. Compressive and Tensile Strength: The material must have a minimum cured compressive strength of 600 psi in accordance with ASTM C39 (with fine sand and without conditioning), a minimum cured tensile strength of 40 psi in accordance with ASTM D1623 or ASTM D3574, and no shrinkage in accordance with ASTM D1042 or ASTM D756.

2.3.3.3. Cure Time: The material must achieve a minimum compressive strength of 400 psi within 30 minutes. If work is performed within the travel lane,

traffic must be safely restored within 30 minutes after the last injection of material.

- 2.3.3.4. Performance in Water: Ensure the cured material is not affected by the presence of excess water.
- 2.3.3.5. Certification: Submit a manufacturer's certification that the material meets the requirements of this Specification to the County.
- 2.3.3.6. Alternate Formulations: Certain situations may necessitate the use of polyurethane formulations that provide physical characteristics exceeding the requirements above. Submit the manufacturer's certification for the alternate formulation to the County for approval.
- 2.3.3.7. Two Component Polyurethane:
 - 2.3.3.7.1. Use a two-component closed cell, hydro-insensitive, high density polyurethane system that upon injection results in rapid expansion and curing.
- 2.3.3.8. Apparent Density: The material must have an apparent overall density of 4.7 pounds per cubic foot to 6.5 pounds per cubic foot, tested in accordance with ASTM D1622 (without conditioning).
- 2.3.3.9. Compressive Strength: The material must have a minimum cured compressive strength of 75 psi tested in accordance ASTM D1621 (without conditioning).
- 2.3.3.10. Cure Time: The material must achieve a minimum compressive strength of 60 psi within 30 minutes. Traffic, if work is performed within the travel lane, must be safely restored within 30 minutes after the last injection of material.
- 2.3.3.11. Performance in Water: Ensure the injected material is not affected by the presence of excess water.

2.4. Certification: Submit a manufacturer's certification that the material meets the requirements of this Specification to the County.

- 2.4.1. Alternate Formulations: Certain situations may necessitate the use of polyurethane formulations that provide physical characteristics exceeding the requirements above. Submit the manufacturer's certification for the alternate formulation to the Engineer for approval.

2.5. Shallow Subsurface Injection Equipment

- 2.5.1. Provide mobile injection equipment, including, but not limited to, a pumping unit capable of injecting material to the locations and depths required with electric generating capabilities necessary to support the injection operations. The equipment must be capable of controlling the rate of flow of material to achieve the desired results while minimizing blowback and blowouts. Use equipment with a certified flow meter or volumetric measurement device having a visual readout to measure the amount of material injected at each location. Provide a certification for the metering device to the County.
- 2.5.2. Use equipment with pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane materials. Ensure the equipment properly mixes two component materials when two component polyurethane materials are injected.
- 2.5.3. Use drilling equipment capable of drilling the required diameter injection holes through concrete, pavement or other masonry materials as shown in the Work Order without damaging the integrity of the existing structure.
- 2.5.4. Use laser levels and target readers, zip levels and other measuring devices capable of monitoring movement at the surface of the pavement or structure to verify that the necessary void filling and improvement has occurred without adversely affecting the existing profile.
- 2.5.5. Provide all necessary equipment such as light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

2.6. Shallow Subsurface Injection Construction Requirements

- 2.6.1. Pre-Construction Submittals: Upon approval of the Contractor's qualifications, submit the following information to the County for review and approval prior to performing any work:
 - 2.6.2. The proposed start date and duration of the project sequence.
 - 2.6.2.1. The type and size of all equipment to be used. Describe the methods to be used to achieve the requirements of this Specification.
 - 2.6.2.2. The materials to be used and anticipated injection rate.
 - 2.6.2.3. A description of construction methods to be used for site preparation, including the methods for measurement concerning slab lifting requirements, clearing of debris and a preconstruction survey documenting existing cracks/damage to concrete curb and gutters or adjacent structures.
 - 2.6.2.4. A description of construction methods to be used to perform the injection of the polyurethane with a detailed sequence of injection operations.

- 2.6.2.5. Manufacturer's technical data sheet verifying that the polyurethane materials meet all requirements this Specification, including the densities (in pounds per gallon) of each individual component (resin and activator) of any two-part polyurethane materials.
 - 2.6.2.6. Certification for the metering device or the Contractor's plan for measuring the material.
 - 2.6.2.7. Proposed plan to monitor inside subsurface drainage structures during injection and to prevent excessive polyurethane migration into any existing drainage structures.
- 2.7. Shallow Subsurface Injection Pavement Profile Prepare a pavement and structure profile from laser level measurements of each area to document pre-existing conditions to ensure movement does not exceed 1/16 inch of the final planned elevation during the injection operations. Prior to beginning any work, submit a report documenting this inspection and the recorded elevations to the County for approval. Include photographs of the area documenting the location and length of existing cracks. Prior approval of this report will not be required for emergency response work.
- 2.8. Shallow Subsurface Injection Quality Control For polyurethane solutions which require mixing or blending of multiple components, perform a daily quality check in the presence of the County, using the flow meters and/or measurement devices, on the ratio of the parts provided by the injection system. Perform a test shot of material from one component source at a time with a minimum of 5 gallons of each material, comparing the output in gallons of resin to the gallons of activator, if applicable (resin material only for one component foam system). Determine the injection ratio for two component systems. If this ratio differs from the approved solution ratio used at the test point locations, check the system for problems, make any necessary adjustments until a proper ratio is achieved. Following these checks and adjustments, and prior to performing the work each day, reset the measurement devices on the pumping units to zero. The County reserves the right to perform compressive strength testing on polyurethane samples.
- 2.9. Shallow Subsurface Injection Testing
- 2.9.1. Pre-Production: When pre-production test injection points are shown in the Work Order, complete a pre-production polyurethane injection performance testing program. Prior to the injection at production point locations indicated in the Work Order, determine the rate and amount to be injected to obtain the required improvement. Assess the cure rate for the proposed process by the initial completion of pre-production polyurethane injection performance testing at pre-production test injection points shown in the Plans. Inject at the pre-production test point locations using the proposed materials, injection rates, and processes anticipated for production.

- 2.9.1.1. To verify adequate subsurface improvement has been achieved, perform a minimum of two standard penetration test (SPT) soil borings in accordance with ASTM D1586, using safety or automatic hammer) or dynamic cone penetrometer (DCP) soundings in accordance with ASTM D6951, at locations approved by the County. After injection of the test points, locate at least one SPT boring or DCP sounding just outside the injected area and at least one SPT boring or DCP sounding centrally within the test point grid, unless shown otherwise in the Work Order. Use the same equipment for all tests. Submit the results of the SPT borings and DCP soundings, the recommended injection rate and injection cut-off criteria to the County for review and approval prior to proceeding with the production point locations. The County may require additional SPT borings or DCP soundings; the County shall fund any additional testing.
- 2.9.1.2. Do not adjust the polyurethane components, ratios or injection processes during production point injection without the approval of the County.
- 2.9.2. Post-Production:
 - 2.9.2.1. Additional subsurface testing, performed using SPT soil borings or DCP soundings, may be required as directed by the County on each project lane to confirm existing subgrade soil conditions based upon available subsurface information, at the County's expense. The County may require access holes to be drilled to allow the insertion of video equipment to assess the size of existing voids at the Contractor's expense.
 - 2.9.2.2. Inject the material gradually to avoid excessive force build up. If the movements exceed 1/16 inch beyond the desired profile, take corrective actions to stop the movement and perform repairs. Immediately notify the County if signs of damage are observed, such as new cracks in the pavement, increased size of existing cracks, or separation of joints in paved and unpaved surfaces. Repair any damage to the concrete slab/pavement, adjacent structures, gutters, and shoulders resulting from the injection operations to the satisfaction of the County, and at no cost to the County.
 - 2.9.2.3. Remove any excess polyurethane material extruding from cracks or the drilled holes. Seal the drilled holes to the full depth of the slab section with cement grout.
 - 2.9.2.4. Allow the polyurethane material to cure before allowing traffic on to approach slabs adjusted by polyurethane injection.
 - 2.9.2.5. Faulted Joints: For undersealing and leveling of faulted joints of concrete pavement, inject to fill any void in the sub-base. When the void is filled and

the area is stabilized, begin lifting and realigning panels to proper grade for ride improvement.

- 2.9.2.6. Drainable Bases: Ensure the material does not enter the drainable base. For stabilization of pavement with a drainable base, place injection tubes approximately 24 inches below the bottom of the drainable base. Inject the material to stabilize the subgrade and then move the subbase and base material up, compressing it against the bottom of the pavement, returning the pavement to near its original grade.
- 2.9.2.7. Lifting:
 - 2.9.2.7.1. In some situations for lifting, the subgrade will need to be stabilized. When stabilization is required, an injection depth will be determined by the Contractor and approved by the County, but will not be at a depth greater than 3 feet below the pavement base. Inject the material until the dip in the pavement is removed and the pavement or structure is brought to the desired grade.
 - 2.9.2.7.2. If stabilization is not necessary, the injection depth will be 12 or more inches below the pavement base to fill the void and lift the pavement or structure to the desired grade.
- 2.9.2.8. Sleeper Slabs: For bridge approach slabs that have sleeper support slabs, drill all holes, fully sleeved by tubes, into the base soils to prevent any injection of polyurethane between the sleeper slab and the pavement. Insert injection tubes to a minimum depth of 4 to 5 feet and a minimum depth of 1 to 2 feet below the bottom of the sleeper slab. Inject the material through each tube until the soils are stabilized as evident when movement of the pavement is detected. Continue to inject material beneath the sleeper slab to lift the sleeper slab and pavement together to the desired grade.
- 2.9.2.9. Edgedrains: If edgedrains are present, keep all injections within 4 feet of the edgedrain and at least 18 inches below the bottom of the edgedrain.
- 2.9.2.10. Punch Outs: Prior to replacement of short sections of concrete or asphalt (punch-outs) where base and subbase are suspected as contributing to the pavement failure, perform injections to stabilize the base and subbase to avoid cutout and removal of base and subbase. Ensure removal of the existing pavement does not disturb the tubes or the newly stabilized base and subbase. After removal of the pavement, cut the tubes off at the top of the base material.

- 2.9.2.11. Blowouts: Take responsibility for any pavement blowouts, excessive pavement lifting, pavement damage or exacerbation of misalignment that may occur as a result of the work. If movement exceeds 1/16 inch beyond the desired movement, take corrective actions to stop the movement. Repair the area to the satisfaction of the County and at no cost to the County.
- 2.9.2.12. Storm Drains: For lifting, sealing and filling of voids around storm drains including pipe, manholes and other built structures, submit a plan of action to the County for approval. Prior to performing work, evaluate the integrity of the pipe and storm drain system through inspection, either visual or by remote camera, to determine the correct placement of polyurethane. Perform post installation evaluation of the work by similar means. The County will provide personnel and equipment to remote camera the facilities if required. Ensure that any injected material entering the storm drain system during the installation work is removed and disposed of accordingly.
- 2.9.2.13. Water Control Structures: For void filling and sealing of water control structures, culverts and sea walls, submit a plan of action to the County for approval. Base the plan of action on the specific situation and propose the injection spacing, elevations, quantities and desired result.
- 2.10. Shallow Subsurface Injection Report: Submit a report to the County documenting the polyurethane material injection and instrumentation. Provide before and after photos of the project, a diagram of injection ports, injection volumes per port, problems encountered during construction, resolutions made, and certification testing results in the report. Include pavement profiles before and after injection, document whether the transition at joints are smooth, and whether there are additional cracks in the pavement. Submit the report prior to final acceptance of the project. In addition, supply as-built injection drawings and grade readings within 5 days of completing the project.
- 2.11. Shallow Subsurface Injection Method of Measurement
 - 2.11.1. For single component polyurethane, the quantity to be paid will be the volume (in gallons) of material authorized, injected, and accepted.
 - 2.11.2. For two component polyurethane mixes, the quantity to be paid will be the weight, in pounds, of material authorized, injected, and accepted. Multiply the volume (in gallons) of resin by the resin density to determine the weight of resin. Multiply the volume (in gallons) of activator by the activator density to determine the weight of activator. Add the weights of resin and activator to determine the total weight.
 - 2.11.3. Include the quantity of material used for pre-production testing in the quantity of single component or two component polyurethane injection, as appropriate.

2.12. Shallow Subsurface Injection Basis of Payment

2.12.1. Price and payment will be full compensation for all work specified in the scope of services including furnishing all labor, materials, tools, equipment, testing, and incidentals necessary to complete the work. Payment shall be made in accordance with the Payment Schedule at Exhibit 2.

2.12.2. Additional payment for remobilization may be made only where Contractor was authorized by the County to demobilize from the site and not as a result of variations in the scope or quantity of the injection program or time of performance.

3. Subsurface Grouting General

3.1. Furnish and inject low slump pressure grout to compact, fill, density or improve loose soils and/or fill void space at the locations shown in a work order or as directed by the County. Furnish all labor, equipment and materials required to inject, under pressure, sand-cement or cement slurry grout. Grouting, includes the placement of grout injection pipes at locations identified in the work order.

3.2. With each work order, review the available subsurface information and visit the site to assess the severity of issue to be corrected, the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the grouting operation is the sole responsibility of the contractor. Field locate and verify the location of all utilities in the vicinity of the project site prior to starting the work. Maintain uninterrupted service for all existing utilities throughout the work.

3.3. Subsurface Grouting Materials Utilize the grout materials (sand cement, sand cement with calcium chloride or cement slurry) as specified in the work order. Grout materials shall meet all applicable requirements of the FDOT Standard Specifications (Current Edition). Provide grout with meeting the slump and compressive strength required by the work order. The County may increase or decrease the slump requirements at the County's discretion.

3.4. Subsurface Grouting Equipment

3.4.1. Provide mobile injection equipment, including, but not limited to, a pumping unit capable of injecting material to the locations and depths required with electric generating capabilities necessary to support the injection operations. Compaction grout pumps shall have an on-line pressure gauge with range of 50-500 psi. The equipment must be capable of controlling the rate of flow of material to achieve the desired results while minimizing blowback and blowouts. Use equipment with a certified flow meter or volumetric measurement device having a visual readout to measure the amount of material injected at each location. Provide a certification for the metering device to the County.

3.4.2. Use drilling equipment capable of drilling the required diameter grouting holes through concrete, pavement or other masonry materials as shown in the Work Order without damaging the integrity of the existing structure. Equipment used for

installation of the grout casing shall have the capability of installing injection pipes on angles, so as to extend grout piping beneath the building/pavement.

- 3.4.3. Use laser levels and target readers, zip levels and other measuring devices capable of monitoring movement at the surface of the pavement or structure to verify that the necessary void filling and improvement has occurred without adversely affecting the existing profile. Provide vertical survey control in the vicinity of each injection point to determine when surface heave has occurred.
- 3.4.4. Provide all necessary equipment such as light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

3.5. Subsurface Grouting Construction Requirements

3.5.1. Injection Point Spacing and Placement:

3.5.2. Determine the method of installation of the grout injection pipes (GIP), assuming the risk of any subsidence damage that is deemed to result from the method used. The Primary GIPs should be advanced through the surface and underlying soils to maximum expected depths outline in the work ordering grade, at the locations in the work order. Variation in depth shall be at the direction of the County. GIPs shall not be installed deeper than the work order unless directed by the County.

3.5.3. Grout injection points (casing) installed deeper than the above prescribed depth without direction of the County shall be re-drilled in an adjacent location under the direct supervision of the County at no charge to the County.

3.5.4. Dependent upon the installation depth and grout take for the initially planned injection points, additional secondary GIPs may be installed at the direction of the County.

3.5.5. All changes to the work order in injection pipe spacing, grout delivery pressure, and allowable quantities of grout at a given depth and location shall be as directed by the County.

3.5.6. The diameter of injection pipes shall be adequate to permit injection of compaction grout. The use of augers for the delivery of grout in lieu of injection pipes is prohibited.

3.5.7. Retain accurate installation records for all types of injection points, including location and depth of injection points, method of installation, and other pertinent data such as difficulties encountered during drilling or pipe driving. The County shall monitor the installation of the GIP to ensure that the goals of the grouting operations are met.

3.5.8. In the event soil subsidence occurs, the County shall be notified immediately so that adequate protection measures can be implemented in order to protect integrity of the structure.

3.5.9. Grout Injection Procedures:

3.5.9.1. If possible the grouting shall preferably proceed in alternating locations so that a minimum 6 hours curing time elapses prior to drilling and grouting adjacent holes.

3.5.9.2. The injection of grout shall begin at the bottom depth of the injection pipe and proceed upward in intervals as outline in the work order and terminate at a depth outlined in the work order. No grout, other than that required to fill the casing hole, should be injected above the termination depth outline in the work order.

3.5.9.3. Use a maximum grout line pressure over the static pressure as indicated in the work order.

3.5.9.4. Grouting procedure shall continue with the grout pipe withdrawn in a controlled manner and with sufficient pressure on the grout to assure that the drilled hole is filled with grout to prevent a breaching of any clay layer present. The County may stop the withdrawal at pre-selected depth intervals for the grouting of extremely loose to near-void conditions.

3.5.9.5. In general, injection at each interval shall continue, except as specifically otherwise approved, until one of the following occurs:

3.5.9.5.1. Maximum grout pressure over the static line pressure as outlined in the work order is reached.

3.5.9.5.2. Maximum grout pressure at the ground surface as outlined in the work order or as directed by the County is reached.

3.5.9.5.3. A maximum quantity (CY) take at a certain interval as outlined in the work order is reached.

3.5.9.5.4. As directed by the County or work order.

3.5.9.5.5. Surface heave of more than 1/16 inch per interval.

3.5.9.5.6. Any observable heave of the structure/pavement.

3.5.9.6. The above criteria may be altered by the County during grouting dependent upon field conditions.

3.5.9.7. Do not exceed the daily take (CY) or total take (CY) for the work order for a GIP unless modified by the County.

3.5.9.8. Ready mix tickets shall be saved and made part of the permanent project records.

3.6. Subsurface Grouting Supervision and Quality Control

3.6.1. Install and operate a level control system for use during grouting. The monitoring shall be carried out so as to detect any movement within 25 feet of the grouting operations whenever grouting is occurring.

3.6.2. Any grout injection performed without representation of the County present shall not be compensated and processes shall be repeated.

3.7. Subsurface Grouting Reports

3.7.1. Maintain drilling reports and contain at least the following information: Name of driller, type of drill, method being used, date started, date completed, location of hole, type and depth of materials encountered.

3.7.2. Maintain grouting reports and shall contain at least the following information: Name of grout technician, constituents and proportions of grout, log of quantity injected per lineal foot of hole, date, rate of pumping, and pressure at the hole.

3.8. Subsurface Grouting Testing

3.8.1. The testing and on-site observation of the operations shall be done at the County's expense. The County's activities shall include, but are not limited to, observing the drilling operations, observing the grouting activities, and monitoring grout volumes and depths.

3.8.2. The Engineer reserves the option to perform Standard Penetration Test truth borings in improved areas during the grouting operations or after completion to evaluate the success of the grouting operation.

3.9. Subsurface Grouting Method of Measurement

3.9.1. For grouting, the quantity to be paid will be the volume (CY) of material authorized, injected, and accepted. Grout ordered, but not pumped, not exceeding a full truck load, the quantity to be paid will be the volume (CY) of material returned.

3.9.2. Grout injection performed or ordered beyond the limits of this specification or the work order shall not be paid.

3.10. Subsurface Grouting Basis of Payment

3.10.1. Price and payment will be full compensation for all work specified in the scope of services including furnishing all labor, materials, tools, equipment, testing, and incidentals necessary to complete the work. Payment shall be made in accordance with the Payment Schedule at Exhibit 2.

3.10.2. Additional payment for remobilization may be made only where Contractor was authorized by the County to demobilize from the site and not as a result of variations in the scope or quantity of the injection program or time of performance.

Exhibit 2: Rate Schedule**MOBILIZATION – INJECTION LUMP SUM**

Line Item	Description	Lump Sum	Unit Cost
1	Within 24 hours of NTP	LS	\$10,000.00
2	Within 48 hours of NTP	LS	\$7,500.00
3	Within 72 hours of NTP	LS	\$5,500.00
4	Within 96 hours of NTP	LS	\$4,500.00
5	Within 120 hours of NTP	LS	\$3,500.00
6	Within one week days of NTP	LS	\$3,000.00
7	Within 2 weeks of NTP	LS	\$3,000.00
8	As contractors schedule permits	LS	\$2,500.00

MOBILIZATION – GROUTING – LUMP SUM

Line Item	Description	Lump Sum	Unit Cost
9	Within 24 hours of NTP	LS	\$10,000.00
10	Within 48 hours of NTP	LS	\$7,500.00
11	Within 72 hours of NTP	LS	\$5,500.00
12	Within 96 hours of NTP	LS	\$4,500.00
13	Within 120 hours of NTP	LS	\$3,500.00
14	Within one week days of NTP	LS	\$3,000.00
15	Within 2 weeks of NTP	LS	\$3,000.00
16	As contractors schedule permits	LS	\$2,500.00

MAINTENANCE OF TRAFFIC – LUMP SUM

Index 102-(601, 602, 611 or 612)

Line Item	Description	Lump Sum	Unit Cost
17	Within 24 hours of NTP	LS	\$1,000.00
18	Within 48 hours of NTP	LS	\$1,000.00
19	Within 72 hours of NTP	LS	\$1,000.00
20	Within 96 hours of NTP	LS	\$1,000.00
21	Within 120 hours of NTP	LS	\$1,000.00
22	Within one week days of NTP	LS	\$1,000.00
23	Within 2 weeks of NTP	LS	\$1,000.00
24	As contractors schedule permits	LS	\$1,000.00

MAINTENANCE OF TRAFFIC – LUMP SUM

Index 102-(603 or 605)

Line Item	Description	Lump Sum	Unit Cost
25	Within 24 hours of NTP	LS	\$1,000.00
26	Within 48 hours of NTP	LS	\$1,000.00
27	Within 72 hours of NTP	LS	\$1,000.00
28	Within 96 hours of NTP	LS	\$1,000.00
29	Within 120 hours of NTP	LS	\$1,000.00
30	Within one week days of NTP	LS	\$1,000.00
31	Within 2 weeks of NTP	LS	\$1,000.00
32	As contractors schedule permits	LS	\$1,000.00

MAINTENANCE OF TRAFFIC – LUMP SUM

Index 102-(613, 614 or 616)

Line Item	Description	Lump Sum	Unit Cost
33	Within 24 hours of NTP	LS	\$1,000.00
34	Within 48 hours of NTP	LS	\$1,000.00
35	Within 72 hours of NTP	LS	\$1,000.00
36	Within 96 hours of NTP	LS	\$1,000.00
37	Within 120 hours of NTP	LS	\$1,000.00
38	Within one week days of NTP	LS	\$1,000.00
39	Within 2 weeks of NTP	LS	\$1,000.00
40	As contractors schedule permits	LS	\$1,000.00

MAINTENANCE OF TRAFFIC – LUMP SUM

Index 102-(604 or 615)

Line Item	Description	Lump Sum	Unit Cost
41	Within 24 hours of NTP	LS	\$1,000.00
42	Within 48 hours of NTP	LS	\$1,000.00
43	Within 72 hours of NTP	LS	\$1,000.00
44	Within 96 hours of NTP	LS	\$1,000.00
45	Within 120 hours of NTP	LS	\$1,000.00
46	Within one week days of NTP	LS	\$1,000.00
47	Within 2 weeks of NTP	LS	\$1,000.00
48	As contractors schedule permits	LS	\$1,000.00

MAINTENANCE OF TRAFFIC – HOURLY

Line Item	Description	Per Hour	Unit Cost
49	Index 102-601 or Index 102-611	HR	\$175.00
50	Index 102-602 or Index 102-612	HR	\$175.00
51	Index 102-603	HR	\$175.00
52	Index 102-604	HR	\$200.00
53	Index 102-605	HR	\$175.00
54	Index 102-613	HR	\$175.00
55	Index 102-614	HR	\$175.00
56	Index 102-615	HR	\$200.00
57	Index 102-616	HR	\$200.00
58	Off-Duty Law Enforcement	HR	\$130.00

MAINTENANCE OF TRAFFIC – DAILY

Line Item	Description	Per Hour	Unit Cost
59	Index 102-601 or Index 102-611	HR	\$1,000.00
60	Index 102-602 or Index 102-612	HR	\$1,000.00
61	Index 102-603	HR	\$1,000.00
62	Index 102-604	HR	\$1,300.00
63	Index 102-605	HR	\$1,000.00
64	Index 102-613	HR'	\$1,000.00
65	Index 102-614	HR	\$1,000.00
66	Index 102-615	HR	\$1,300.00
67	Index 102-616	HR	\$1,300.00
68	Off-Duty Law Enforcement	HR	\$350.00

SUBSURFACE GROUTING

Line Item	Description	CY/LF	Unit Cost
69	Grout Pipe Installation	LF	\$22.00
70	Subsurface Pressure Grouting, Sand Cement	CY	\$245.00
71	Subsurface Pressure Grouting, Sand Cement with Calcium Chloride	CY	\$310.00
72	Subsurface Pressure Grouting, Cement Slurry	CY	\$295.00
73	Grout Pipe Installation (Non-business hours)	LF	\$27.00
74	Subsurface Pressure Grouting, Sand Cement (Non-business hours)	CY	\$295.00
75	Subsurface Pressure Grouting, Sand Cement with Calcium Chloride (Non-business hours)	CY	\$345.00
76	Subsurface Pressure Grouting, Cement Slurry (Non-business hours)	CY	\$345.00
77	Non-recovered Grout Pipe	LF	\$24.00
78	Grout Ordered but Not Pumped	CY	\$190.00

SHALLOW SUBSURFACE INJECTION

Line Item	Description	Unit of Measure	Unit Cost
79	Injection Rod Installation	LF	\$1.50
80	Polyurethane Injection – One Component	GAL	\$112.00
81	Polyurethane Injection – Two Component	LB	\$13.00
82	Injection Rod Installation (Non-business hours)	LF	\$2.00
83	Polyurethane Injection - One Component (Non-business hours)	GAL	\$120.00
84	Polyurethane Injection - Two Component (Non-business hours)	LB	\$15.00

Exhibit 3: Insurance Requirements

**TYPE “A” INSURANCE REQUIREMENTS
“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Continuing Services Agreement with Foundation Services of Central Florida Inc
Contract or Bid/RFP #: 13701

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

FOUNDATION SERVICES OF CENTRAL FLORIDA, INC
PO BOX 2463
OCALA, FL 34478
3526229218
{---Email Address---}

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____