

New Services Construction Task Order 8, Unit Price Option

This task order is made this ____ day of _____, 2018. In accordance with the terms and conditions of the Construction/Service Agreement from Bid # 17-028 (Natural Gas Pipeline Construction East of I-110 Low Pressure Area Upgrades) between the City of Pensacola d/b/a/ Pensacola Energy (Owner) and R.A.W. Construction, LLC (Contractor) in which Contractor agreed to perform certain services and work required under the Construction/Service Agreement. Contractor hereby warrants to the Owner that it is qualified to provide all the services defined herein and required under the Construction/Service Agreement to successfully and timely execute the following Task/Work Order:

1.0 PURPOSE

The purpose of this project is to assist Owner to install new services and natural gas mains as projects occur for system expansion.

2.0 PRICING

Any fees, costs or expenses due Contractor under this Agreement shall be paid at the rates specified in Exhibit A, attached hereto and made a part hereof, at a total cost not to exceed **\$549,300.00 (Five Hundred Forty-Nine Thousand and Three Hundred dollars) for the period ending September 30, 2018.**

3.0 SCOPE

The scope of this Task Order includes installation of Pipelines and Service Lines for system expansion and new construction projects associated with the Gas Distribution System. Installation includes all work as defined in the Contract Documents unless specified otherwise in the Work Order and Plans.

4.0 WORK ORDERS AND PLANS

The Owner shall furnish the Contractor with a Work Order and Plan for each project assigned to the Contractor under this Task Order. The Work Order will provide material and labor listings, and a description of work to be performed. These estimates and descriptions are for planning purposes only and may be more or less or different than the estimates and descriptions provided. Pensacola Energy will provide the necessary permits for execution of a particular Work Order and Contractor is not permitted to proceed with the work provided in a Work Order unless it has received the necessary permits. Completion of the Work Order will be to the satisfaction of the Owner and in accordance with the Contract Documents.

5.0 TERMS AND CONDITIONS

This Task/Work Order agreement shall be governed by the Terms and Conditions of the Construction/Service Agreement from Bid #17-028 (Natural Gas Pipeline Construction East Pensacola Low Pressure Area Upgrades), between the City of Pensacola d/b/a/ Pensacola Energy and R.A.W. Construction, LLC. No work will be authorized until an individual Purchase Order for this project is sent from the City of Pensacola; it will serve as the Notice to Proceed with this task order. Progress payments to Contractor will be made on a monthly basis.

6.0 PUBLIC RECORDS ACT

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed the day and year first above written.

CONTRACTOR

R.A.W. Construction, LLC
(Contractor's Name)

Member

(Printed Member's Name)

Member

(Printed Member's Name)

(CORPORATE SEAL)

CITY OF PENSACOLA, FLORIDA

Mayor, Ashton J. Hayward, III

City Clerk, Ericka L. Burnett

Approved As To Content:

Department Director, Don J. Suarez

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

Exhibit A

FEE SCHEDULE

UNIT PRICE WORK (1 OF 2)

Unit Price Work is for unforeseen optional work during Contract Period. Any Task Order that exceeds \$25,000 will require City Council approval prior to any work commencing. Unit Price Work will be performed only at the express written request of PE and no compensation will be made for work not so directed. PE is not obligated to assign any Unit Price Work under this Contract. By submitting its bid, Bidder agrees that if such work is assigned it will be compensated as set forth below during the duration of the Contract. No compensation shall be paid for travel time where work is being performed under the Unit Price Work. Estimated quantities are included for bid purposes. For the purpose of assigning Unit Price Work during Contract Period, a unit price must be entered for all items of work even if no estimated quantity is listed. Refer to Section 2.26 for Bid Item Descriptions.

Main Installation	Est. Qty.	Unit	Unit Price	Total Cost
2" P.E. Main Install Trenchless	6000	LF	\$ 10.00	\$ 60,000.00
2" P.E. Main Install Open Trench	2000	LF	\$ 10.00	\$ 20,000.00
4" P.E. Main Install Trenchless	2000	LF	\$ 17.00	\$ 34,000.00
4" P.E. Main Install Open Trench	---	LF	\$	---
6" P.E. Main Install Trenchless	2000	LF	\$ 21.00	\$ 42,000.00
6" P.E. Main Install Open Trench	---	LF	\$ 21.00	---
8" P.E. Main Install Trenchless	---	LF	\$ 35.00	---
8" P.E. Main Install Open Trench	---	LF	\$ 35.00	---
10" P.E. Main Install Trenchless	---	LF	\$ 45.00	---
10" P.E. Main Install Open Trench	---	LF	\$ 45.00	---
< = 2" Mole	---	LF	\$	---
Tie ins (New to Existing)			\$	
Tie in Existing P.E. Services	40	EA	\$ 375.00	\$ 15,000.00
< = 2" P.E. to 2" Steel or greater	10	EA	\$ 1200.00	\$ 12,000.00
< = 2" P.E. to < = 2" P.E.	40	EA	\$ 800.00	\$ 32,000.00
2" P.E. to 4" P.E.	10	EA	\$ 900.00	\$ 9,000.00
2" P.E. to 6" P.E.	10	EA	\$ 1000.00	\$ 10,000.00
2" P.E. to 8" P.E.	---	EA	\$ 1400.00	---
2" P.E. to 10" P.E.	---	EA	\$ 1500.00	---
4" P.E. to 2" Steel	---	EA	\$ 1500.00	---
4" P.E. to 4" Steel or greater	6	EA	\$ 2000.00	\$ 12,000.00
4" P.E. to 4" P.E.	6	EA	\$ 1200.00	\$ 7,200.00
4" P.E. to 6" P.E.	---	EA	\$ 1500.00	---
4" P.E. to 8" P.E.	---	EA	\$ 1800.00	---
4" P.E. to 10" P.E.	---	EA	\$ 2000.00	---
6" P.E. to 2" Steel	---	EA	\$ 1800.00	---
6" P.E. to 4" Steel	---	EA	\$ 2400.00	---
6" P.E. to 6" Steel or greater	---	EA	\$ 3000.00	---
6" P.E. to 6" P.E.	---	EA	\$ 1800.00	---
6" P.E. to 8" P.E.	---	EA	\$ 2000.00	---
6" P.E. to 10" P.E.	---	EA	\$ 2400.00	---
8" P.E. to 2" Steel	---	EA	\$ 2200.00	---
8" P.E. to 4" Steel	---	EA	\$ 2600.00	---
8" P.E. to 6" Steel	---	EA	\$ 3500.00	---
8" P.E. to 8" Steel or greater	---	EA	\$ 4000.00	---
8" P.E. to 8" P.E.	---	EA	\$ 2400.00	---
8" P.E. to 10" P.E.	---	EA	\$ 3500.00	---

UNIT PRICE WORK (2 OF 2)

10" P.E. to 2" Steel	---	EA	\$ 2,400.00	---
10" P.E. to 4" Steel	---	EA	\$ 3,200.00	---
10" P.E. to 6" Steel	---	EA	\$ 4,000.00	---
10" P.E. to 8" Steel	---	EA	\$ 4,500.00	---
10" P.E. to 10" Steel	---	EA	\$ 5,000.00	---
10" P.E. to 10" P.E.	---	EA	\$ 4,000.00	---
Valve Installation				
2" P.E. Valve	---	EA	\$ 300.00	---
4" P.E. Valve	---	EA	\$ 450.00	---
6" P.E. Valve	---	EA	\$ 650.00	---
8" P.E. Valve	---	EA	\$ 750.00	---
10" P.E. Valve	---	EA	\$ 1,000.00	---
Stoppers				
2" Steel Stopper	---	EA	\$ 1,500.00	---
4" Steel Stopper	---	EA	\$ 3,400.00	---
6" Steel Stopper	---	EA	\$ 7,000.00	---
8" Steel Stopper	---	EA	\$ 8,500.00	---
10" Steel Stopper	---	EA	\$ 12,000.00	---
Service Installation				
Services up to 80' of 3/4 to 1 1/4" mole	20	LS	\$ 600.00	\$ 12,000.00
Services up to 80' of 3/4 to 2" bore	30	LS	\$ 725.00	\$ 21,750.00
Services up to 80' of 3/4 to 2" trench	20	LS	\$ 725.00	\$ 14,500.00
Add'l footage beyond 80' by bore	500	LF	\$ 10.00	\$ 5,000.00
Add'l footage beyond 80' by trench	500	LF	\$ 10.00	\$ 5,000.00
Miscellaneous				
Retire Steel Main	1000	LF	\$ 1.50	\$ 1,500.00
Asphalt cutting/removal/haul	100	SY	\$ 3.00	\$ 300.00
Asphalt Replacement	100	SY	\$ 10.00	\$ 1,000.00
Concrete cutting/removal/haul	100	CY	\$ 3.00	\$ 300.00
Concrete Replacement	100	CY	\$ 11.00	\$ 1,100.00
Sod Replacement	500	SY	\$ 7.00	\$ 3,500.00
Seed and Mulch	500	SY	\$ 1.80	\$ 900.00
Dewatering pit	---	EA	\$	---
Dewatering main line	---	FT	\$	---
Dewatering main line	---	FT	\$	---
Unit Price Work Total				\$ 320,050.00


Signature of Bidder

7-20-17
Date