

SECTION 00 62 76
APPLICATION AND CERTIFICATE FOR PROGRESS PAYMENT

OWNER: Nassau County - BOCC

CONTRACTOR: Insituform Technologies, LLC

Purchase Order No.: Work Authorization # 01 Project Title: Amelia Island I&I CIPP
Project Engineer/Architect:

Engineer/Architect Project No.: PO No. 23000241 Contract Number: CM3264

Progress Payment No.: 05 FINAL for Period 08/12/2023 to 10/31/2023

Table with 2 columns: Description and Amount. Rows include Original Contract Sum (\$546,093.85), Net Change by Change Orders (\$78,124.55), Contract Sum to Date (\$467,969.30), Work Completed to Date (\$467,969.30), Amount Retained (Percent) (\$0.00), Total Earned Less Retainage (\$467,969.30), Less Previous Payments (\$444,570.84), and CURRENT PAYMENT DUE (\$23,398.47).

CERTIFICATION OF CONTRACTOR

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Insituform Technologies, LLC
Contractor
By: [Signature]
(Authorized Representative)

1-8-24
Date
Sr. Project Manager
Title

CERTIFICATION OF ENGINEER / ARCHITECT

In accordance with the Contract Documents, based upon on-site observations by the undersigned or duly authorized representatives or assistants, the Engineer / Architect certifies to the Owner that to the best of its knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 23,398.47
(Attach explanation if amount certified differs from the amount applied for)

ENGINEER / ARCHITECT:

By: Teresa Irby-Butler 01/08/24 FGUA
(Date) (Firm)

AFFIDAVIT OF CONTRACTOR

STATE OF Florida COUNTY OF Duval

Before me this day personally appeared Brandt Curvel via physical presence or online notarization, who, being first duly sworn, deposes and says:

That he is the Sr. Project Manager of Insituform Technologies, LLC, and the Contractor on the following described public works project:

JOB DESCRIPTION: Cured In Place Pipe Lining
CONTRACTING AUTHORITY: Nassau County Board of County Commissioners

That all persons who furnish labor, supplies or materials or did work in connection with such improvements set out in the CONTRACT have been paid, to date, in full, including all subcontractors.

AND FURTHER AFFIANT SAYETH NOT.

By: [Signature]

WITNESS my hand and official seal, this 8th day of January, 2024.

[Signature] Suzan G. Herrmann
Notary Public

Project Title: Amelia Island I & I CIPP Project County Purchase Order No.: W. A. # 01



PROJECT NAME: Nassau Amelia Island Inflow & Reduction Project
 PROJECT NUMBER: Bid No. NC22-016 / Contract Tracking No. CM3264
 FOR PERIOD: 8/12/23 thru 10/31/23
 PAY APPLICATION NUMBER: 5 - FINAL
 DATE: 10/31/2023

Nassau County
 Board of County Commissioners
 Agreement Number: CM3264
 PO No. 23000241

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL CONTRACT			PREVIOUS		THIS ESTIMATE		COMPLETED TO DATE		% COMPLETE
			UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
	CIPP Rehab. Sanitary Sewer Mains											
A	8" diameter											
A-1	6.0 mm normal thickness (.236)	LF	\$27.30	12,701	\$346,737.30	11,197	\$305,678.10	\$0.00	11,197.00	\$305,678.10	88.16%	
M	Medium Cleaning											
M-1	8" - 12" diameter	LF	\$4.00	12,701	\$50,804.00	12,161	\$48,644.00	\$0.00	12,161.00	\$48,644.00	95.75%	
O	Root Removal											
O-1	8" - 12" diameter	LF	\$1.75		\$0.00		\$0.00	\$0.00	0.00	\$0.00		
P	Tuberculation Cleaning											
P-1	8" - 12" diameter	LF	\$20.50		\$0.00		\$0.00	\$0.00	0.00	\$0.00		
Q-6	Lateral Cutout	EA	\$195.00	122	\$23,790.00	95	\$18,525.00	\$0.00	95.00	\$18,525.00	77.87%	
Q-4	Lateral Grout	EA	\$390.20	122	\$47,604.40	95	\$37,069.00	\$0.00	95.00	\$37,069.00	77.87%	
QQ	Ancillary Services											
QQ-1	By-Pass Pumping											
QQ-1	8" diameter	LS	\$317.40	51	\$16,187.40	48	\$15,235.20	\$0.00	48.00	\$15,235.20	94.12%	
TT	Traffic Control - City Right of Way											
TT-1	Flagman	setup	\$700.00	20	\$14,000.00	8	\$5,600.00	\$0.00	8.00	\$5,600.00	40.00%	
TT-2	Arrow Board	setup	\$190.40		\$0.00		\$0.00	\$0.00	0.00	\$0.00		
TT-3	Barricades	setup	\$264.50	51	\$13,489.50	45	\$11,902.50	\$0.00	45.00	\$11,902.50	88.24%	
TT-4	Lane Dividers	setup	\$15.90	51	\$810.90	45	\$715.50	\$0.00	45.00	\$715.50	88.24%	
AAA	Mobilization	Setup	\$4,100.00	6	\$24,600.00	6	\$24,600.00	\$0.00	6.00	\$24,600.00	100.00%	
BBB	Bonds - 1.5%	%	\$8,070.35	1	\$8,070.35		\$0.00	\$0.00	0.00	\$0.00	0.00%	
CO 1	Contract Decrease	LS	-\$1.00	78,124.55	(\$78,124.55)		\$0.00	\$0.00	0.00	\$0.00	0.00%	
					467,969.30		467,969.30	0.00		467,969.30	100.00%	



Stronger. Safer. Infrastructure.™

BILL TO:
 NASSAU COUNTY BOARD OF CO COMMISSIONERS
 76347 VETERANS WAY, STE. 1010

YULEE, FL 32097

CONTRACT : Work Authorization # 01
 PROJECT: CM3264

PLEASE REMIT BY CHECK TO :
 INSITUFORM TECHNOLOGIES LLC
 P.O. BOX 74008440
 CHICAGO, IL 60674-8440

PLEASE REMIT BY ACH TO :
 INSITUFORM TECHNOLOGIES LLC
 BANK OF AMERICA MERRILL LYNCH
 ROUTING: 111000012
 SWIFT: BOFAUS3N
 ACCOUNT: 003750825891

PAGE : 1 of 1
 DATE : 10/31/2023
 ESTIMATE : 4 - Partial
 INVOICE # 741193
 CUSTOMER PO :
 JOB NUMBER : 142421
 PAYMENT TERMS : Net 30 Days
 FEDERAL ID : 13-3032158

ITEM NO	DESCRIPTION OF WORK	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
PAY APP NO. 01	Attached Schedule of Values	1.00	LS	52,744.00	52,744.00	0.00		1.00	52,744.00
PAY APP NO. 02	Attached Schedule of Values	1.00	LS	130,145.90	130,145.90	0.00		1.00	130,145.90
PAY APP NO. 03	Attached Schedule of Values	1.00	LS	240,070.20	240,070.20	0.00		1.00	240,070.20
PAY APP NO. 04	Attached Schedule of Values	1.00	LS	45,009.20	45,009.20	1.00		1.00	45,009.20

TOTAL CONTRACT	467,969.30	EARNED THIS PERIOD		EARNED TO DATE	467,969.30
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Month Gross
 Sales Tax
 Month Retention PAY 23,398.47
 Month Open

Sales Tax
 Less: Retainage
 Previous Estimate Paid 444,570.84

Customer # 4189544

AMOUNT DUE THIS ESTIMATE 23,398.47

CM3264

TERMS AND CONDITIONS OF SALE

1.0 Scope of Agreement; Acceptance Unless expressly provided otherwise in a Proposal issued by the Seller, these Terms and Conditions and the Proposal for Sale of Goods shall apply to all orders for goods (hereinafter "Goods" or "Products") between the purchaser (hereinafter "Buyer") and Corpro, the seller of the Goods (hereinafter "Seller"). These TERMS AND CONDITIONS OF SALE (hereinafter "Terms & Conditions") shall apply to any services provided with the Goods. The Proposal for Sale of Goods, these Terms and Conditions, Seller's Warranty Certificate and any other documents expressly identified in the Proposal as a contract document shall be considered contract documents (referred to herein as the "Agreement"). Buyer shall be deemed to have accepted the Agreement, including these Terms & Conditions and other contract documents, through (i) delivering a purchase order or a purchase order number to Seller or (ii) receipt and acceptance of Goods or (iii) payment of Seller's invoice for the Goods or (iv) any other written indication by Buyer of its acceptance of the Terms & Conditions. Any documents proposed by Buyer as a contract document but not expressly identified in the Proposal, including but not limited to terms and conditions contained in any purchase order, correspondence or accompanying payment for delivery of the Goods, which are different from or in addition to these Terms & Conditions, shall not be binding on Seller, whether or not they would materially alter the order, and Seller hereby objects thereto.

2.0 Time of Delivery All shipping dates given are approximate and not a guarantee of a particular date of shipment. Seller shall not be liable for losses or damages of any kind (whether incidental, consequential, or otherwise) attributed to or resulting in any way from Seller's inability to meet the delivery date set forth herein.

3.0 Shipping/Risk of Loss Unless Buyer and Seller agree otherwise, delivery of the Goods shall be E.X.W. at the location set forth herein (Incoterms 2010 Terms & Conditions). Seller shall ship the Goods to Buyer at the Shipping Address by any commercially reasonable means, but this requirement does not impose upon Seller the duty to make delivery at such address. Seller has the option of selecting the particular route and carrier for shipment of the Goods to Buyer. All freight, insurance, tariff, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Title to the Goods shall pass from Seller to Buyer upon shipment of the Goods by any commercially reasonable means.

4.0 Payment Terms The price and payment terms for the Goods shall be set forth by Seller at the time of a quotation to Buyer by Seller, placement of an order from Buyer to Seller, through an invoice to Buyer by Seller and/or in Seller's acknowledgement of order to Buyer. All payment terms are subject to Seller's credit approval as of the later of the time of the order and/or prior to shipment. Unless otherwise set forth in the order, payments are due to Seller from Buyer no later than immediately upon Buyer's receipt of an invoice from Seller. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) annually), or the maximum rate of interest that the applicable state law allows, whichever is greater, until fully paid, including any interest payments thereon. In the event Buyer does not pay within the terms of the order, all collection costs incurred by Seller, including attorneys' fees will be paid by Buyer.

Payment for the sale of Goods shall not be subject to offset, deduction or back charges by Buyer. Any sums that have been deducted by Buyer in violation of this paragraph shall be considered overdue and are subject to the above interest and attorneys fee charges. The price set forth in the order and all payments due to Seller from Buyer shall be in the lawful currency of the United States of America. Notwithstanding the foregoing or any term in the Proposal, order or acknowledgement to the contrary, to the extent that anytime prior to shipment Buyer does not meet Seller's credit approval, Seller may either (i) cancel the order, or (ii) request payment in full from Buyer prior to shipment of the Good.

5.0 Changes to Goods and/or Services Order Changes to the design, specifications, scope of supply, delivery schedule, product demonstration site, shipping instructions of the equipment or any material term of the Agreement, may only be made upon execution by Buyer and Seller in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, Seller has the right to suspend performance during the period while the change is being evaluated and negotiated.

In the event Buyer has communicated proposed changes to Seller, Seller, at its sole discretion, shall either (a) accept the Change Order, (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that Seller elects (b) above Buyer shall either (i) agree to continue performance (of Seller) pursuant to the Agreement or (ii) cancel the Agreement.

6.0 Inspection and Rejection; Acceptance Buyer shall inspect the Goods immediately upon their arrival at the Shipping Address and shall, within three (3) days of such arrival, provide written notice to Seller of any claim that the Goods are nonconforming or otherwise defective. In order to be effective, Seller must receive the notice within three (3) days of the delivery of the Goods. Buyer agrees that such three (3) day period is a reasonable time for inspection of the Goods and notification thereof, and failure of Buyer to provide such written notice within the three (3) day period shall constitute an irrevocable acceptance of the Goods, thereby waiving Buyer's rights to any and all claims regarding the accepted Goods. Upon Buyer's written notice to Seller of any nonconforming or otherwise defective Goods in the time provided herein, Seller has the option of repairing and/or replacing the nonconforming or otherwise defective Goods within a reasonably prompt time. In the event Seller repairs and/or replaces the Goods, Buyer agrees this repair and/or replacement shall be the Buyer's sole remedy for the nonconforming or otherwise defective Goods. If Seller does not repair and/or replace the nonconforming or otherwise defective Goods, Seller shall provide Buyer with a refund equivalent to the decreased value of the Goods. In the event Seller provides Buyer with a refund, Buyer agrees this refund shall be the Buyer's sole remedy for the nonconforming or otherwise defective Goods. In no event shall Buyer be required to repair, replace or reimburse Buyer for more than the part or material that is found to be defective. The Goods, as a whole, shall not be construed to be a "part" or "material" for the purpose of the preceding sentence. Buyer hereby waives the right to any damages for nonconforming or otherwise defective Goods not provided herein. Buyer shall not return any Goods without Seller's consent. Failure to give written notice of any nonconforming or defective Goods within three (3) days, express oral or written acceptance of the Goods, and/or payment for the Goods, shall conclusively establish Buyer's acceptance of the Goods, release the Seller from any and all liability, and waive Buyer's right to seek damages or other remedies for any nonconforming or otherwise defective Goods. Buyer shall bear the expenses of inspection under all circumstances.

7.0 Limited Warranty SELLER'S WARRANTY OBLIGATIONS ARE PROVIDED IN SELLER'S WARRANTY CERTIFICATE, ATTACHED AND INCORPORATED HEREIN BY REFERENCE. SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY WARRANTY PROVIDED IN THIS SECTION SHALL ONLY BE IN FAVOR OF BUYER, AND SHALL APPLY DURING AND EXPIRE ON THE LAST DAY OF THE WARRANTY PERIOD. THE WARRANTY SET FORTH IN THE FIRST SENTENCE IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (2) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (3) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES, AND (4) ALL OTHER LIABILITY, EITHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION, STRICT LIABILITY (WHETHER FOUNDED IN SECTION 402(A) OF THE RESTATEMENT OF TORTS OR OTHERWISE) AND NEGLIGENCE. In addition to the foregoing:

(1) The Warranty shall not apply (i) to Goods which have been repaired or altered by any Person other than the Seller, (ii) to Goods which have been subjected to use beyond rated conditions, unreasonable use, negligence, or accident, (iii) to Goods which have been damaged because of their use or the use of any other materials or equipment after Buyer, or any other Person, has or reasonably should have had knowledge of the defect, (iv) to Goods manufactured, fabricated or assembled by any Person other than Seller, and (v) Seller's advisory services (if any) to Buyer.

(2) The Warranty shall not be effective unless Seller receives a written claim therefore within three (3) days after the discovery of the defect with respect to which a claim is made and provided the defect is discovered within the Warranty Period.

(3) If Buyer asserts a claim under the Warranty, Seller has the option to verify, with its own representatives, the nature and extent of the defect complained of prior to the time that the Goods are returned to Seller. Upon written request by Seller, Buyer shall, at its own risk and expense, promptly return the Goods in question to Seller's Plant.

(4) Buyer's remedies for breach of any Warranty are limited to the remedies provided in Section 7.0. BUYER EXPRESSLY AGREES SUCH REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY PROVIDED HEREIN.

8.0 Force Majeure If Seller is delayed at any time by the acts or omissions of Buyer, by Change Orders, or by any Force Majeure events defined below, then the period of performance shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay upon Seller's costs. "Force Majeure" means circumstances beyond the respective parties reasonable control, including without limitation, acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, washouts, arrests, restraints of rulers and people, civil disturbances, acts of any governmental or local authority, and any other acts and causes, not within the control of the party claiming excuse from performance, which by the exercise of due diligence and reasonable commercial effort, that party shall not have been able to foresee, avoid or overcome.

9.0 Default; Cancellation If Buyer fails to perform any of its obligations hereunder, including without limitation, failure to make payments as provided herein or otherwise, or if Buyer fails to promptly give reasonable assurances of future performance when requested by Seller, then Seller may, upon five (5) days' written notice to Buyer, declare Buyer to be in default and Seller may suspend performance of its obligations hereunder without liability and retain all rights and remedies Seller may possess at law, in equity and/or as provided in these Terms & Conditions.

In addition to the remedies above, to the extent that (i) Seller declares a default under this Section 9.0 or (ii) if the order is cancelled for any reason, other than (a) default by Seller or (b) Force Majeure, Buyer agrees to pay Seller on demand, a minimum of: 100% of the quoted price for any Goods for which Seller has commenced work, regardless of whether such Good is completed; plus, a cancellation fee of 25% of the Agreement amount; plus, any charges for packing and/or storing any of the aforementioned Goods.

10.0 Stop Work/Suspension If Seller is unable to proceed with the manufacture and shipment of Buyer's order, either due to Buyer's request or as the direct result of governmental action or regulations, Buyer will upon notification to the Buyer immediately and Seller to consider Buyer's order as completed in its then state of partial completion in which Seller will: (1) Stop all work on the order as promptly as reasonable possible; (2) Store all finished and unfinished items not listed in Seller's standard price lists and any standard item which cannot be used at that time to fill another order; (3) Invoice Seller for established or quoted prices for all completed items, and for incomplete items the full costs incurred by Seller plus 25%, plus charge for packing and storing; (4) Reinstates Buyer's order, at Seller's option, at the earliest possible date, subject to Buyer's acceptance of prices, terms, and shipping schedule quoted prior to such reinstatement; and (5) Allow Buyer appropriate credit for parts held in storage by Seller as Buyer's property if such parts can be used in filling Buyer's reinstated order.

11.0 Indemnification TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND ANY AND ALL LOSSES, COSTS (INCLUDING, WITHOUT LIMITATION, THE COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEY'S FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTED TO THE USE OR OPERATION OF THE GOODS OR ANY DEVICE, MATERIAL, OR THING OF WHICH THE GOODS ARE MADE A PART OR TO WHICH THE GOODS OR ATTACHED OR WITHIN THE GOODS ARE ENCLOSED, WHILE IN BUYER'S POSSESSION OR SUBSEQUENT TO ANY TRANSFER OF POSSESSION TO ANY THIRD PARTY, EXCEPT TO THE EXTENT SELLER IS NEGLIGENT. IN THE EVENT ANY PROVISION CONTAINED HEREIN SHALL, FOR ANY REASON, BE HELD TO BE ILLEGAL, INVALID, OR OTHERWISE UNENFORCEABLE, ANY REMAINING PROVISIONS SHALL NOT BE AFFECTED OR IMPAIRED THEREBY.

12.0 Limitation of Liability IN NO EVENT SHALL SELLER OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFERREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS AND/OR LOSS OF BUSINESS OPPORTUNITIES) ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF SELLER IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, THE PERFORMANCE, WHETHER TIMELY OR NOT, OR NONPERFORMANCE OF THIS AGREEMENT AND THE LOSS OF OR THE LOSS OF USE OF ANY OF THE GOODS OR OTHER PROPERTY, REGARDLESS OF WHETHER THE GOODS OR THE USE OF THE GOODS RESULTS IN DAMAGE OR HARM ONLY TO THE GOODS OR TO OTHER PROPERTY). IN THE EVENT ANY PROVISION CONTAINED HEREIN SHALL, FOR ANY REASON, BE HELD TO BE ILLEGAL, INVALID, OR OTHERWISE UNENFORCEABLE, ANY REMAINING PROVISIONS SHALL NOT BE AFFECTED OR IMPAIRED THEREBY.

13.0 Form, Formation, and Readjustment of the Agreement Buyer and Seller acknowledge this Agreement, including attachments and exhibits incorporated herein by reference, represent the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter hereof, whether written or oral. No changes or modifications in terms shall be accepted unless in writing and signed by authorized representatives of both parties. The parties agree that this Agreement was jointly drafted, negotiated and agreed upon after reasonable time to review its terms and conditions. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner. In the event any provision or terms of this Agreement is rendered invalid, illegal, or otherwise unenforceable, the remainder of the Agreement will remain valid and fully enforceable.

14.0 Time Limitations of Actions Any action by Buyer for an alleged breach of warranty, breach of contract, or tort arising out of or related to this Agreement shall be commenced no later than one year after the cause of the action accrues. If Buyer fails to commence any such action within one year after the cause of action accrues, the action shall be deemed barred and any related claims waived, and Seller and its Affiliates shall have no liability whatsoever to Buyer with respect thereto.

15.0 Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. However, this Agreement may not be assigned by Buyer without prior written consent of the Seller.

16.0 Notice All notices and communications required by this Agreement shall be delivered, in writing, to the address of the Seller listed on the proposal.

17.0 Dispute Resolution; Prevailing Party; Governing Law Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, and not resolved amicably shall be finally settled in the federal courts of the State of Texas located in Houston, Texas. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. The prevailing party is a party who recovers at least 75% of its total claims in the action, or who is required to pay no more than 25% of the other party's total claim in the action.

18.0 Confidentiality All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Seller to Buyer related to any order for Goods are the confidential and proprietary information of Seller, and Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Seller's confidential and proprietary information to any third parties, or use Seller's confidential and proprietary information for its own account or that of any third party, except in the performance of the order.

19.0 Taxes, Permits, Fees, Laws Unless expressly stated otherwise in Seller's Proposal, the purchase price for the Goods furnished by Seller excludes all governmental or brokerage taxes, duties, fees, charges or assessments. Seller may elect to add any such taxes, duties, fees, charges or assessments to the invoice amount payable to Seller by Buyer. Buyer must provide Seller with documentation applicable to Seller of any exemptions claimed from taxes, duties, permits, fees, charges or assessments to the invoice amount payable to Seller by Buyer. Buyer shall secure and pay for all permits and fees necessary for the delivery and installation of the Goods and/or equipment into which the Goods are installed. It is Buyer's duty to ascertain that the Goods proposed by Seller and their subsequent installation and use is in accordance with applicable local laws, statutes, ordinances and building codes ("laws"). Seller shall not be responsible for compliance of the Goods or equipment into which the Goods are installed to such laws, but shall to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Seller's attention.

20.0 Law; Safety Standards The Buyer and end user are the parties responsible under the terms of all applicable Federal, state, local and regional laws applicable to the sale of Goods including the Occupational Health and Safety Act of 1970, or the industrial safety laws applicable to the facility where the Goods are installed, to ensure the Goods and the equipment into which the Goods are installed meet such requirements, and Seller hereby disclaims any liability for any violations of the Act or other applicable or regulation law that may be imposed respecting the Goods furnished under any sale. Buyer shall train, require and cause its employees to (i) comply with directions set forth in maintenance, safety and operation instructions, manuals, drawings, safety notices and warnings and other instructions that might be furnished by Seller; (ii) use, reasonable care and all safety equipment and applicable safety guards and safety systems in the set-up, adjustment, operation and maintenance and repair of the Goods and the equipment into which the Goods are installed; (iii) not remove, or permit anyone to remove any safety equipment, safety feature or warning signs from the Goods and the equipment into which the Goods are installed nor permanently remove or disable any guards or safety features; and (iv) assure that the Goods and the equipment into which the Goods are installed are used in accordance with all applicable laws, regulations, customs, permits and standards in force.

21.0 Waiver The failure of Seller to insist upon strict performance herein shall not constitute a waiver of, or estoppel against, Seller in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

22.0 Misc. The UNCITRAL Convention on Contracts for the International Sale of Goods shall not apply to the validity, construction and performance of this Contract.

SECTION 00 65 19

CERTIFICATE OF FINAL COMPLETION

Project: FY 21 Inflow and Infiltration

Purchase Order No.: _____ Contract No.: CM 3264

This Certificate of Final Completion applies to:

The Work under this Contract has been inspected by authorized representatives of the COUNTY and the CONTRACTOR and all Work is hereby declared to be complete in accordance with the Contract Documents on: 09/04/23

SIGNED:

NASSAU COUNTY CONSTRUCTION INSPECTOR (if applicable)

By: Not applicable DATE: _____

NASSAU COUNTY PROJECT MANAGER

By: Teresa Arby-Butler DATE: 09/05/23

NASSAU AMELIA UTILITIES

By: Teresa Arby-Butler DATE: 09/05/23

ENGINEER OF RECORD:

By: Antonio Serbiá, PE - HALFF DATE: 9/7/23

CONTRACTOR: SR. PROJECT MGR

By: [Signature] DATE: 9-5-23

END OF SECTION